

FRANCHISE DISCLOSURE DOCUMENT



Infinium Realty Group, Inc.
Dba Help-U-Sell Real Estate
~~240 N. Washington Blvd. Suite 200~~
~~Sarasota, FL 34236~~
7856 N. Glen Harbor Blvd.
Glendale, AZ 85307
941-951-7707
legal@helpusell.com

* * * * *

As a Help-U-Sell® franchisee, you will operate a real estate sales office that offers a variety of real estate services to the general public.

The total investment necessary to begin operation of a Help-U-Sell Real Estate franchise is between \$29,650 - \$67,650. This includes \$17,750 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, franchisor or an affiliate in connection with the proposed franchise sale.

Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact the Legal Department at 7856 N. Glen Harbor Blvd., Glendale, AZ 85307~~240 N. Washington Blvd., Suite 200, Sarasota, FL 34236~~, (941) 951-7707 ext. 50032 or legal@helpusell.com.

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

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

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

ISSUANCE DATE: ~~April~~March 19~~20~~, 20235

TABLE OF CONTENTS

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES	- 3 -
BUSINESS EXPERIENCE	- 5 -
LITIGATION	- 5 -
BANKRUPTCY	- 5 -
INITIAL FEES	- 6 -
OTHER FEES	- 7 -
YOUR ESTIMATED INITIAL INVESTMENT	- 12 -
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	- 14 -
FRANCHISEE'S OBLIGATIONS	- 17 -
FINANCING	- 18 -
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	- 18 -
TERRITORY	- 24 -
TRADEMARKS	- 25 -
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	- 26 -
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	- 27 -
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	- 28 -
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	- 29 -
PUBLIC FIGURES	- 31 -
FINANCIAL PERFORMANCE REPRESENTATIONS	- 32 -
OUTLETS AND FRANCHISE INFORMATION	- 32 -
FINANCIAL STATEMENTS	- 41 -
CONTRACTS	- 41 -
RECEIPTS	- 41 -

EXHIBITS

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
 - Exhibit I Addendum to Franchise Agreement
 - Exhibit II Personal Guaranty
 - Exhibit III Statement of Ownership
 - Exhibit IV Prior Transaction Exclusion List (For Converting Offices)
 - Exhibit V Renewal Amendment
- C Nondisclosure and Noncompetition Agreement
- D Compliance Certification
- E State Addenda and Agreement Riders
- F Policy Manual Table of Contents
- G Financial Statements
- H Sate Effective Dates
- I Receipt of Disclosure Document

ITEM 1 THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor

The Franchisor is Infinium Realty Group, Inc. which will be referred to as “we”, “us” or “IRG” in this Disclosure Document. We will refer to the person who buys the franchise as “you” throughout this Disclosure Document. If the franchisee is a corporation, partnership or limited liability company, certain provisions of the Franchise Agreement will also apply to the owners and will be noted. IRG is a Delaware corporation that was formed on December 29, 2008. We currently conduct business under our corporate name and under the name Help-U-Sell® Real Estate. Our corporate offices and our administrative offices are located at ~~240 N. Washington Boulevard, Suite 200, Sarasota, FL 34236~~ 7856 N. Glen Harbor Blvd., Glendale AZ 85307. Our agents for service of process are disclosed in Exhibit A.

Predecessors and Affiliates

Help-U-Sell, Inc. (“HUS”), a California business formed in 1976 and incorporated in 1978, developed the HELP-U-SELL Office concept. HUS’ assets, including franchise assets, were acquired by S&S Acquisition Corporation (“S&S”), a New Jersey corporation, in January 1993. S&S was formed in September 1992 to acquire the assets of real estate franchise companies. The most recent address we have available for HUS and S&S is 102 West 500 South, Suite 600, Salt Lake City, Utah 84101. Realty Information Systems, Inc., (RIS) a Nevada corporation formed and incorporated in January of 1996, purchased the assets of the HELP-U-SELL Franchise System from S&S in February 1996. Realty Information Systems, Inc. filed Bankruptcy Chapter 11. (Case No. BK-N-08-50463-N-GWZ) Realty Information Systems, Inc. a Nevada corporation, Debtor, filed in the US Bankruptcy Court, District of Nevada, on March 28, 2008. Assets were sold by the court to Infinium Realty Group, Inc., on December 30, 2008. HUS, S&S and RIS may be considered our predecessors. We have no other predecessors or affiliates.

Our Business

We are in the business of franchising real estate offices, referred to in this Disclosure Document as "HELP-U-SELL® Offices" or “Offices,” that are owned and operated by, or which have on staff at least one licensed real estate broker. HELP-U-SELL® Offices operate with our distinctive business format, systems, methods, procedures, designs, layouts and specifications and our proprietary techniques for offering a choice of real estate transaction services at set-fee pricing ("System"). We franchise the operation of HELP-U-SELL® Offices under our trade and service mark "HELP-U-SELL" and other logos, trademarks, service marks and commercial symbols ("Marks").

The Franchise

Our Franchise Agreement (“Franchise Agreement”), attached hereto as Exhibit B to this Disclosure Document, is signed for each HELP-U-SELL Franchise purchased. As a franchisee, you will receive the right to use our Marks and System to operate your HELP-U-SELL® Office at a location approved by us (“Office Location”).

HELP-U-SELL® Offices feature a choice of real estate transaction services that can be paid for by a client on a service-by-service basis, at set-fee pricing. Homeowners and prospective homeowners can obtain assistance in buying, selling, leasing or exchanging property by choosing from a variety of “a la carte” products and services offered, without having to pay the percentage commission based on the selling price of the real estate that is more traditionally charged by real estate agents.

Regulations

You or another authorized individual must hold a valid real estate broker license and you must comply with state law regulating real estate brokers and salespersons in the state(s) where you conduct business. You must also join and remain in good standing and comply with the codes and bylaws of the local, state, and national associations of REALTORS® and, where applicable, the local Multiple Listing Services. Your broker must comply with the requirements set forth in the California Business and Professions Code Section 10150-10165. In addition, various federal laws could affect your real estate business such as the Real Estate Settlement and Procedures Act and Fair Housing Laws. You are responsible for complying with these applicable laws, rules and regulations, as well as with all local, state and federal laws of a more general nature which affect the operation of your Office. You should consult with your attorney on this subject, especially regarding state and local laws, rules and regulations that may affect the operation of your HELP-U-SELL® Office at your particular location. You are responsible for complying with employment, worker’s compensation, insurance, corporate, taxing, licensing and similar laws and regulations.

Market and Competition

The market for brokerage services relating to the purchase, sale, exchange and leasing of commercial and residential real estate, is well established and highly competitive. Your clients will include individuals or businesses who are interested in quality real estate brokerage services at set fees. You will compete with national as well as regional real estate businesses operating under well-known and recognizable service marks as well as with independent real estate businesses. Your competitors will include traditional real estate offices offering a wide range of commission splits and other set fee real estate offices. You may even experience competition from other HELP-U-SELL® Offices.

Our Office Experience

HELP-U-SELL, our predecessor, began offering franchises in 1976. HUS, our predecessor, offered franchises from 1978 through 1992. S&S, also our predecessor, offered franchises from March 1993 to February 1996. RIS, our predecessor, offered franchises from

1996 through 2008, and we will be offering franchises in 2009. Neither we nor any of our predecessors have offered franchises in any other line of business, except S&S which purchased the National Real Estate Service franchise system and may have offered these franchises. We do not currently operate a business of the type to be operated by you.

ITEM 2 BUSINESS EXPERIENCE

~~Chief Executive Officer: Ronald F. Westman~~

~~In December of 2008, Mr. Westman became the Chief Executive Officer of Infinium Realty Group, Inc. aka Help-U-Sell® Real Estate. For the five years prior to this, he was the Chief Executive Officer of Heartlite LLC, Sarasota FL.~~

~~Robert Stevens, Chief Operating Officer~~

~~Robert Stevens was the Director of International Development for Help-U-Sell® Real Estate from 2005 – 2010. He opened 41 Help-U-Sell® Franchise Offices in South Africa, Namibia, and the Philippines prior to returning to the United States in late 2008. He was appointed as Chief Operating Officer in October of 2010.~~

~~Training Officer: Jack Bailey~~

~~Jack Bailey has been a Help-U-Sell® Franchise Owner and Broker since 1988. Jack's office has consistently been in the top 10 Help-U-Sell® Offices and he is a two-time winner of the Don Taylor award. Jack developed the Buyer Consultation program and has been coaching other Help-U-Sell® Offices since 2009.~~

President: Robert Stevens

Robert Stevens was the Director of International Development for Help-U-Sell® Real Estate from 2005 – 2010. He opened 41 Help-U-Sell® Franchise Offices in South Africa, Namibia, and the Philippines prior to returning to the United States in late 2008. He was appointed as Chief Operating Officer in October of 2010- late 2024. He was appointed President in November 2024-present.

Chief Executive Officer: Jack Bailey

Jack Bailey has been a Help-U-Sell® Real Estate Owner and Broker since 1988. Jack's office has consistently been in the top ten Help-U-Sell Offices, and he is a two-time winner of the Don Taylor award. Jack developed the Buyer Consultation Program and has been coaching other Help-U-Sell® Offices since 2009.

Chief Development Officer: James Dingman

James Dingman joined Help-U-Sell® Real Estate in 2004 after a long career in management and sales training at Century 21. He created Help-U-Sell University and worked with Jack Bailey on the Buyer Consultation Training Program. He is the Chief Development Officer, focused on Franchise onboarding and ongoing performance.

Chief Operations Officer: John Powell

From 1989-1992 John started Help-U-Sell Tucson Northwest office with a partner, the partnership broke up in 1992 and he started Help-U-Sell Casa Linda Realty. In 1992-2004 he started a new Help-U-Sell Casa Linda Realty office, and it peaked at 400 sides per year. He Sold in 2004 to concentrate on Arizona Region. In 1999-2009 John bought the region, Help-U-Sell Arizona Region, with 3 active offices and grew it to 47 offices by 2009. In 2009-2016 he took over the Help-U-Sell Galleria Realty office from a failing broker, he took the office from 0 production to approximately 90 transactions per year. In 2009-2024 John joined Help-U-Sell Corp. and worked in various Corporate positions as C.O.O. & C.D.O. supervising Franchise sales and Franchisee coaching. At the beginning of 2025 he started the Help-U-Sell Corporate Office In Tucson, AZ.

ITEM 3 LITIGATION

Concluded Litigation:

There is no litigation required be disclosed in this Item.

Governmental Actions:

On January 31, 2018, we entered into a Settlement Order case number S-18-2367-18-CO01_ with the State of Washington and paid \$1,000 penalty, related to our unregistered sale of a franchise in Washington. The sale was a part of a 2016_ transaction wherein we sold a franchise in Washington prior to being registered in Washington. We agree to not violate the act in the future.

Except as noted above, there is no other litigation concluded or pending be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

The initial franchise fee is deferred until your business has opened and will be paid by using a non-interest bearing promissory note. Payments will be made by paying us a portion (5%) of your commissions received.

As described below in Item 7, the initial franchise fee of \$17,750, is the sole initial fee charged by the franchisor and/or its affiliates.

You are also responsible for any fees that the applicable local MLS charges to list properties of your clients on the website, including IDX-VOW. See Item 11 of this Disclosure Document for more information on the software.

Any converting real estate office or individual agent or broker that generated \$750,000 or more in gross closing income (“GCI”) during the present or previous year and in our estimation will continue to do so, and otherwise meets our requirements may be exempt from paying the initial franchise fee. To qualify for this exemption, you must submit to us evidence sufficient for us to determine, at our sole discretion, that you generated \$750,000 in GCI. We may require you to provide a reviewed or audited financial statement, tax returns, your independent contractors’ agreement with your current broker and other evidence.

Except as set forth above, we do not refund initial franchise fees, once paid, under any circumstances.

ITEM 6 OTHER FEES

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalties ^{1,4,5}	Each calendar year, 6% of total Gross Revenue.	Payable at the close of each transaction.	<p>"Gross Revenue" means the aggregate amount of revenue, income, receipts, commissions, consultation fees, and revenue or fees earned, derived and/or received in any manner and whether in cash or its equivalent, notes, property, in kind, barter/exchange (calculated as full retail value) or otherwise by You from the operations of the Help-U-Sell® Office or services rendered in connection therewith. Gross Revenue may come from, but is not limited to, the following: (1) all transactions involving the purchase, sale, lease, rental, hypothecation, license, exchange, or other transfer or disposition of any interest in real estate; (2) all other transactions for which a real estate license is required; (3) transactions in which the Trademarks, the Trade Name, or the System is used; (4) the sale of any products or services We developed or made available; (5) property management services; (6) loan brokerage activities; (7) escrow services, (8) title services, (9) insurance services; or (10) for-sale-by-owner kits or other retail products revenue, (11) referral fees or (12) other services from Your Help-U-Sell® Office. However, Broker Price Opinions (BPOs) are exempt from Gross Revenue. You will direct the escrow company, attorney or other party handling the closing of any transaction in which a fee is to be paid, to pay the Royalties directly to us. We will provide third party assignment forms for direct Royalty payments to us. Upon 30 days' notice to you, we reserve the right to require you to pay this fee by electronic funds transfer or other means we may designate. The Royalties may vary for renewing franchisees based on rights set forth in their current franchise agreement.</p>

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Administrative Fee ^{1,4,5}	\$250.00, payable monthly.	The administrative fee is paid monthly by the 5 th day of the next month.	The Administrative Fee will be subject to the same interest and late charges as the Royalties, in an amount and manner set forth above. The Administrative Fee will be used to pay and offset costs associated with operations. The Administrative Fee shall be increased beginning on the first anniversary of this Amendment and on each anniversary thereafter by five percent (5%) or the Consumer Price Index for all Urban Consumers (CPI-U), whichever is greater. We reserve the right to charge the credit card which we have on file for you if the Administrative Fee is not paid by the 10 th of the month for which it is due. We further reserve the right to revise, amend, terminate or change the Administrative Fee upon 30 days written notice to You.
Local Advertising Allocation ²	The greater of 5% of monthly gross commission income or 10% of your total operating expenses.	As incurred	This is not paid to us, but this is retained by you for advertising your Office.
Interest and Late Fee ¹	\$25 late charge, plus the lesser of 1.5% per month or highest rate of interest allowed by law.	Interest on demand; late fee automatically assessed.	Begins to accrue ten days after payments for Royalties and Administrative Fee are due to us.
Payments for Items Supplied by Us ^{1,3}	Current published prices.	As arranged	We or our affiliates charge you for items you purchase through us or our affiliates.

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Inspection and Audit ¹	Minimum – copying and mailing costs for a remote audit; Maximum – if you understated your Gross Revenue by more than 5%, you will be responsible for the cost of the auditor,(\$800 per day), travel/accommodation expense of auditor (varies as to your proximity to Franchisor’s headquarters location) and the cost of the unreported amounts due.	As incurred	You reimburse us only if you have understated Gross Revenue by 5%, or more, do not submit reports to us or do not cooperate in performance of the inspection and audit. You may also incur copying and mailing costs for a remote audit.
Transfer Fee ¹	\$2,000	Before transfer occurs	Payable when the Franchise Agreement or other interest in the Office or franchise is transferred by you, except in the case of a transfer by you to a corporation which you control or to a transfer to an immediate family member.
Renewal ¹	\$2,000	When you sign our then current Franchise Agreement.	Payable if you opt for and qualify for a successor franchise at the end of the initial term.
Release or Termination for Cause ¹	\$5,000 plus our cost of enforcement, if necessary	With release or after termination	Payable if your franchise agreement is ended by mutual release or termination for cause prior to the expiration of the franchise agreement.
Additional Help-U-Sell [®] Training ¹ and “Help-U-Sell [®] SmartBuy Buyer Program sm ” training	\$50/hr. plus cost of travel and/or accommodation.	As incurred, before training and with every renewal, if required.	Payable for Help-U-Sell [®] training and “Help-U-Sell [®] SmartBuy Buyer Program sm ” training, if required at time of renewal, and additional training, including the training of additional or replacement Principal Owners. See Item 11.
Additional Assistance ¹	\$50/hr. plus cost of travel and/or accommodation.	As incurred before assistance.	Payable only if you request additional assistance.

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Costs and Attorneys' Fees ¹	Will vary depending on circumstances.	As incurred	Payable only if you fail to comply with the Franchise Agreement.
Indemnification ¹	Will vary depending on circumstances.	As incurred	You have to reimburse us if we are held liable for claims arising from your Office operations.
Insurance Premiums ²	Will vary depending on circumstances.	As incurred	If you do not pay your premiums, although we do not have to do so, we can pay them for you, and you must reimburse us.
Cost of Testing and Investigation ¹	\$50/hr.	As incurred	You have to reimburse us for any and all reasonable costs we incur in investigating and determining whether any previously unapproved items or suppliers that you desire to use meet our standards and specifications.
Quality Initiative Programs ¹	\$150-\$300	As incurred	You must participate in quality initiative programs we sponsor and pay the costs of participation. The quality initiative programs are to determine the level of consumer satisfaction with the HELP-U-SELL [®] System and may include customer and market surveys you conduct.
Additional Programs and Instruction ¹	No charge	N/A	We may offer programs and related instruction to augment your business. These additional programs may include loan origination, referral program, property management, mortgage brokering, regional magazines, and other programs related to the real estate industry.
Liquidated Damages ¹	\$5000 plus our cost of enforcement, if necessary	When conditions are met.	Payable if you fail to return to us or provide proof of destruction of all copies of the Policy Manual – both electronic and hard copies - after termination, expiration or non-renewal of the franchise agreement; or if you fail to assign your telephone number(s), telephone directory listing(s) (web-based and hard copy), email address(es) and domain name(s) using the Marks within 10 days after termination, expiration, or non-renewal of the franchise agreement.

¹ Fees and charges which are imposed by and payable to us. All of these fees and charges are nonrefundable.

² Fees which are not paid to us and are not refundable.

³ If you are not consistently timely in your payments for items supplied by us, we may make you pay on a C.O.D. basis.

⁴ Any existing business that converts to a HELP-U-SELL[®] Office does not pay Royalties on revenues earned from existing transactions that are under a sales contract (property that is sold, but not including listing contract or buyer-agency agreement or contract) at the time you purchase the Help-U-Sell[®] franchise. You must complete Exhibit V to the Franchise Agreement, the “**Prior Transaction Exclusion List**”, and submit it at the time you execute your Franchise Agreement, or the existing transactions will not be recognized, and you will not be exempt from paying the Royalties on these existing transactions.

⁵ If you obtain our prior written consent to operate a non-competitive business which offers mortgage, property insurance, property management, title, escrow, real estate inspection or appraisal services, magazine or online advertising, for sale by owner kits, or any similar products or services (“**Other Real Estate Business**”) and comply with our requirements to prevent any association between this business and your HELP-U-SELL[®] Office, you may be exempt from paying Royalties based on revenues from this business. If we authorize franchisees to offer and sell any of these products or services through their HELP-U-SELL[®] Offices, we reserve the right to require you to commence paying Royalties based on revenues from these products and services. See Item 16.

**ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT**

Type of Expenditure	Amount	Method of Payment	When Due	Wo Whom Payment is to be Made
Initial Franchise Fee	\$17,750	Lump sum deferred and paid by a non-secured Promissory Note	On signing Franchise Agreement	Us
Lease Costs and Leasehold Improvements (See Note 1)	\$0 - \$10,000	As Agreed	As Incurred	Outside Suppliers
Initial Marketing Campaign, Forms and Stationary (See Note 2)	\$500 - \$3,000	As Agreed	As Incurred	Outside Suppliers
Office Equipment Furnishings and Computer Hardware and Software (See Note 3)	\$1,000 - \$8,000	As Agreed	As Incurred	Outside Suppliers
Signs (See Note 4)	\$0 - \$5,000	As Agreed	As Incurred	Outside Suppliers
Initial Training – Travel and Living (See Note 5)	\$0	As Agreed	As Incurred	Third Parties
Legal and Accounting Fees (See Note 6)	\$500 - \$2,500	As Agreed	As Incurred	Third Parties
Licenses, Dues and Deposits (See Note 7)	\$1,200 - \$2,400	Cash	As Incurred	Third Parties
Insurance Premiums (See Note 8)	\$1,200 - \$2,500	As Agreed	As Incurred	Third Parties
Target Marketing (3 Months)	\$4,500 - \$9,000	As Agreed	As Incurred	Third Parties

Additional Funds (3 Months) (See Note 9)	\$3,000 - \$7.500	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (See Note 10)	\$29,650 - \$67,650			

Explanatory Notes

Note 1: Lease Costs and Leasehold Improvements. If you do not already own or lease a suitable location for the Office, then you will need to purchase or lease suitable facilities accessible by the public. The cost per square foot of suitable office space varies considerably depending on location and market conditions affecting the property. If you elect to purchase the property for your Office, we are unable to estimate the cost per square foot of suitable space due to significant variances based on location and market conditions. Therefore, property purchase is not included in the above chart. The leasehold improvements which you may make include minor interior remodeling, floor covering, wall covering, painting and lighting. Many of these improvements are made by the landlord under a tenant finish allowance or are factored into your lease. The lease costs include one month's rent, plus an initial lease deposit of one month's rent. The low estimate assumes that you are converting an existing business and already have the necessary leasehold improvements in place.

Note 2: Initial Marketing Campaign, Forms and Stationery. You must purchase various supplies necessary to operate the Office, including stationery, forms and similar items. Your initial marketing campaign expenses will vary according to the size of your market area, local advertising costs and your marketing decisions.

Note 3: Office Equipment, Furnishings and Computer Hardware and Software. You must purchase or lease a computer system and software, copier, and phone system. Necessary office furnishings include desks, chairs, file cabinets, and reception area furniture. The low estimate assumes that you are converting an existing business and already have the necessary equipment and furnishings. See Item 11 for the computer hardware and software specifications.

Note 4: Signs. In certain circumstances, local zoning regulations may not allow you to use an exterior sign for the HELP-U-SELL® Office.

Note 5: Initial Training. Training is offered online with our University Training Program as well as our weekly teleconferencing. See Items 6 and 11.

Note 6: Legal and Accounting Fees. You may incur legal and accounting costs relating to your business organization and legal costs related to the review of our franchise offering.

Note 7: Licenses, Dues and Deposits. You or your Principal Owner or another person designated by you and approved by us must be a licensed real estate broker. The cost and time

required for obtaining and maintaining such a license varies widely from state to state. You must also join and remain a member in good standing of the local, state and national REALTOR® associations and the local Multiple Listing Service. You may also be required to pay utility deposits.

Note 8: **Insurance Premiums.** Estimated costs for all required insurance, including errors and omissions coverage.

Note 9: **Additional Funds.** This is an estimate of your pre-operational expenses, which we have not listed above, as well as additional funds necessary for the first three months of your Office operations. You may need additional working capital beyond the three-month period. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the Office. Your costs depend on factors such as: how much you follow our methods and procedures; your sales and recruiting skill, experience and business acumen; local economic conditions; credit terms available to you based on your credit rating; the local market for our services; the prevailing wage rate; and competition. This item includes a variety of expenses and working capital items during your start-up phase such as: the cost of supplies, employee salaries, rent and other miscellaneous costs. However, this item excludes your salary.

Note 10: **Basis for Estimates, Financing.** We relied on the years of experience in the real estate brokerage business of our Chief Operating Officer and Chief Development Officer to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We may offer financing for a portion of the initial investment. See Item 10. The availability and terms of financing from third parties will depend on such factors as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Operations

You must establish, maintain and operate your Office in compliance with the Franchise Agreement and the standards and specifications contained in a Policy Manual we provide to you as one or more manuals, technical bulletins or other written materials ("Policy Manual"), which we may modify. We provide you with our mandatory standards and specifications for the establishment and operation of a real estate brokerage office and related products and services offered through your Office and for the signs, computer hardware and software, office equipment and furniture, fixtures, insurance, supplies, advertising materials, sales requirements, public relations, promotional programs, techniques, service requirements, forms and other items used in your Office.

POS Systems

Each of our franchisees must use sales, administrative, accounting and website tools software that has capabilities that meet our standards and specifications. You must purchase or lease computer equipment meeting our specifications (together with the software, referred to as

"Computer System"). We reserve the right to develop and own proprietary software and license it to you. We reserve the right to derive revenue from Computer System license and maintenance fees, if and when we develop our own proprietary software for use in Offices. See also Items 7 and 11.

Purchases from Designated or Approved Sources

In addition to the requirements listed in this Item, you may purchase or lease the rest of the equipment, furniture, supplies, and services used, sold or leased through your HELP-U-SELL® Office from suppliers approved by us, or you may purchase, lease, sell or use equipment, furniture, supplies and services meeting our standards and specifications from any source approved by us in advance. On or before your commencement of our initial training program, we will make available to you a list of our approved suppliers, the standards and specifications for items to be used, sold or leased by you through your HELP-U-SELL® Office, as well as our criteria for approving a supplier.

While we may or may not be currently affiliated with any approved suppliers, we and our affiliates reserve the right to sell equipment, furniture, supplies and services to franchisees and to derive revenue from such sales. In the previous fiscal year, we did not receive revenue from the sale or lease of products and services directly from us to franchisees. We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, may range from 70% to 85% of the total cost of establishing a HELP-U-SELL® Office and approximately 30% to 40% of the total cost of operating a HELP-U-SELL® Office after that time.

For equipment, furniture, supplies or services for which we have standards or specifications or for which we designate a supplier, if you want to purchase or lease any equipment, furniture, supplies or services we have not approved, or purchase or lease these items from a supplier who we have not approved, you will need to notify us and obtain our approval in advance. We will not unreasonably withhold our approval of a supplier of your choosing if the supplier meets our published standards and specifications. We reserve the right to change the published standards regarding any approved supplier or any equipment, furniture, supplies, or services used, offered for sale or leased by franchisees upon 30 days written notice to all franchisees and all approved suppliers.

We do not provide material benefits, such as renewals or granting additional franchises, based on your use of designated or approved sources or suppliers.

There are no approved suppliers in which any of our officers owns an interest.

Advertising and Marketing

All marketing and promotion of your HELP-U-SELL® Office must conform to our standards and specifications. You must submit to us samples of all advertising and promotional materials that have not been prepared or previously approved by us. You must participate in any internet or electronic advertising sponsored by us and must use the website and Internet software

tools we designate. You must participate in our current Internet marketing program which utilizes our OMS software programs. As long as we provide and host a template website for your listing inventory, you must use our website. If we no longer host a website, you may choose to develop your own website. It must conform to our specifications, and you must first have written approval from us.

Insurance

You must procure and maintain (i) automobile liability insurance covering all employees of the HELP-U-SELL Office with authority to operate a motor vehicle in an amount not less than any statutorily imposed minimum coverage; (ii) unemployment and worker's compensation insurance with a broad form all-states endorsement coverage; (iii) general liability insurance covering the Office in an amount not less than \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage; and (iv) errors and omissions coverage on a per property sale basis in the minimum amount of \$500,000. All insurance policies must be issued by insurance carriers acceptable to us and must maintain a maximum deductible of \$1,000 (\$5,000 for errors and omissions insurance). If you fail to purchase this insurance, we may demand that you cease operations or obtain insurance for you, and you must reimburse us for the cost of the insurance. All insurance policies must name us as an additional insured and give us at least 30 days prior written notice of termination, amendment or cancellation. You also must provide us with certificates of insurance evidencing your insurance coverage before the opening of your HELP-U-SELL® Office. You must annually furnish us with copies of all required insurance policies or other evidence of the renewal or extension of each required insurance policy. We reserve the right to require you to change the type of insurance you are required to maintain and upon 60 days prior written notice to you to revise the required coverage limits.

Purchasing Arrangements

We have no purchasing or distribution cooperatives at the current time. We may negotiate purchase arrangements with suppliers for the benefit of our franchisees. However, you should not rely on the continued availability of any particular pricing or distribution arrangement, or the availability of any particular product or brand, in deciding whether to purchase the franchise. We and our affiliates retain the right to receive payments from suppliers on account of their dealings with you and other franchisees. During the previous fiscal year, however, we and our affiliates did not receive any payments from suppliers as a result of your purchases.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in this Agreement and in other items of this Disclosure Document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 3.1 and 5.1	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 5.2, 5.3 and 5.4	Item 8
(c) Site development and other pre-opening requirements	Section 5	Items 6, 7 and 11
(d) Initial and ongoing training	Section 6	Item 11
(e) Opening	Section 5.6	Item 11
(f) Fees	Sections 4.1, 6.3, 6.5, 9.1(c)(d), 9.2, 10.3, 12.3, 15.4, 17.2 (f, h, j) and 18.2, 18.3 (d), 19.3, and Sections 11 and 16	Items 5, 6 and 7
(g) Compliance with standards and policies/ Policy Manual	Sections 8 and 12	Items 8, 11 and 14
(h) Marks and proprietary information	Section 14 and Sections 21.2 and 21.6	Items 13 and 14
(i) Restrictions on products/services offered	Sections 2.2, 10.1.q, 12.5 and 13.1	Items 8, 11 and 16
(j) Warranty and client service requirements	Section 10.1	Item 12
(k) Territorial development and sales quotas	None	N/A
(l) On-going product/service purchases	Sections 2.2 and 12.5	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections 10.1.j and 12.1	Item 11
(n) Insurance	Section 22.1 and 22.2	Item 8
(o) Advertising	Section 16	Item 11
(p) Indemnification	Section 20.3	Item 6
(q) Owner's participation/management/staffing	Sections 6.1, 10.1 (c, g-i)	Items 11 and 15
(r) Records/reports	Section 15	Item 6
(s) Inspections/audits	Sections 12.3, 12.4 and 15.4	Item 6
(t) Transfer	Section 17	Item 17

(u) Renewal	Sections 18.2, 18.3, 18.4 and 18.5	Item 17
(v) Post-termination obligations	Section 19.2, 19.3	Item 17
(w) Non-competition covenants	Section 13.2 and Section 21	Item 17
(x) Dispute resolution	Sections 23.1 and 23.2	Item 17
(y) Personal guarantee of officers/directors/owners	Section 17.5, Exhibit II, Exhibit III-1 & Joinder	Item 15

ITEM 10 FINANCING

We offer direct financing. However, we do not guarantee your notes, leases or other obligations. Franchisor, its subsidiaries, affiliates; parent will comply with all appropriate laws governing any direct financing offered by us to you.

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

Except as listed below, Infinium Realty Group, Inc. is not required to provide you with any assistance.

Assistance Before Opening

Before you open your Office, we will:

1. Provide our initial training program for you and up to one other owner at our offices in Sarasota, Florida, or at another location we designate. (Sections 6.1 and 7.1.a, Franchise Agreement) Before Franchisee(s) may attend Help-U-Sell® Training, the following items must be received by Franchisor no later than fifteen (15) days preceding first day of scheduled training: 1) Signed Franchise Agreement; 2) Cashier’s Check for Franchise Fee; 3) Complete Market Analysis, including Marketing Plan and Budgets; and 4) Help-U-Sell® Training Registration form. Confirmation of registration will be forwarded as space becomes available (Section 6.1, Franchise Agreement).
2. At your request, assist you in locating the site for your HELP-U-SELL® Office by providing you with written criteria for an acceptable site. You must locate and obtain our approval of the Office location within 6 months of the effective date of your Franchise Agreement No contractual limit exists on the time it takes us to approve or disapprove your proposed location. However, we typically take no more than 30 days to approve or disapprove your proposed location, and we will extend your development deadlines when

circumstances beyond your reasonable control delay the site selection and approval process (Sections 5.1 and 7.1 (b and c), Franchise Agreement.)

3. Provide advice regarding leasehold improvements, design, layout, signs, décor, office equipment, computer hardware and software, and furnishings. We must approve your construction plans and specifications before construction begins. You are responsible for the cost of any architectural designs and drawings that you obtain and the cost of construction.(Section 7.1 (b and c), Franchise Agreement).
4. Provide you with advice regarding the selection of suppliers of items, supplies, equipment and services used in connection with your HELP-U-SELL® Office. We will provide you with a list of approved suppliers, if any, of such items and, if available, a description of any national or central purchase and supply agreements offered by such approved suppliers for the benefit of HELP-U-SELL® Franchisees.(Section 7.1.b, Franchise Agreement)
5. Loan you one copy of our confidential and proprietary Policy Manual, covering the specifications, standards and operating techniques of the Office and all updates and revisions thereto. (Sections 7.1.d, 8.1, 8.2, and 8.3, Franchise Agreement)
6. Provide you with advertising aids and master copies, master operational forms and other sales documents and tools.(Section 7.1.e, Franchise Agreement)
7. Provide you access to our Office Management System (OMS).These software programs may be changed, abandoned or substituted by us at any time.(Section 7.1.f, Franchise Agreement)

Ongoing Assistance

During your operation of the Office, we will:

1. At your reasonable request, consult with you regarding the continued operation and management of your HELP-U-SELL® Office and advise you regarding services, sales and marketing techniques, office operations and similar topics. (Section 9.1.a, Franchise Agreement)
2. Provide you with on-going updates of information and programs regarding the HELP-U-SELL® Office and related System. (Section 9.1.b, Franchise Agreement)
3. Train replacement or additional Principal Owners during the term of the Franchise Agreement. You are responsible for all travel and living expenses incurred by your personnel during the training program. The availability of the training program to replacement or additional personnel is subject to prior commitments to new HELP-U-SELL® Franchisees and must be scheduled on a space-available basis. (Section 9.1.c, Franchise Agreement)

4. Provide you access to advertising and promotional materials that we may but are not required to develop. We may, at our option, pass the cost of the advertising and promotional materials on to you.(Section 9.1.d, Franchise Agreement)
5. At your expense, we may offer on-going training programs for you and potentially your Designated Broker and Associates, at such times as we may determine (Section 9.1.e, Franchise Agreement). At the time of renewal of your Franchise Agreement, a renewal fee, Help-U-Sell® training, and “Help-U-Sell® SmartBuy Buyer Programsm” training may be required, subject to the provisions listed in Item 3 above (Section 9.1.c and .e, Franchise Agreement).

Advertising and Promotion.

Initial Advertising and Follow-up Local Advertising. IRG and you will decide upon an initial advertising and promotional campaign, to be conducted at or around the time your Office opens, and you begin soliciting clients for your Office. Within thirty (30) days of completion of the initial advertising and promotion campaign, you must submit to us a summary of campaign expenditures. In addition to the monies spent upon the initial advertising and promotional campaign, we recommend you spend a minimum each month on local marketing and advertising. This amount is either 5% of your monthly Gross Commission Income (GCI) or ten percent (10%) of your total operating expenses (including marketing), whichever is greater.

Regional Advertising Association. We may, upon thirty (30) days written notice to you, create a regional advertising association ("Association") in the market area where you are located, at which time you must become a member of the Association. If we form an Association, you will be bound by the decisions of the majority of the members of the Association regarding expenditures, assessments and dues, to the extent we approve them. Subject to our approval, each Association has the right, by majority vote, to require its members to make additional contributions to the Association on a regular or intermittent basis. If you fail to participate in the Association or pay any Association dues, you breach the Franchise Agreement.

We must approve all advertising materials before they are used by an Association or furnished to its members. Each Association must prepare unaudited annual financial statements and send them to you if you request them. We have the right to determine the scope of the geographical areas included in each Association. We can form, change and dissolve the Association. Each Association would operate under a written document which franchisees can view. Either IRG or the Association may create the Association's advertising, but advertising created by the Association would be required to have our written approval before use.

Policy Manual

Attached to this Disclosure Document as Exhibit F is the table of contents of our Policy Manual ("Policy Manual") which we loan to you. The total number of pages is approximately 281.

Computer System

You must purchase or lease computer equipment and utilize software, including online software (“Computer System”), which must have capabilities that are in accordance with our standards and specifications. The Computer System will give you access to operational and reporting software and allows you to update your property listing information and develop related reports by independent access. There is no contractual limitation on our right to receive information through your Computer System. If/when we develop our own proprietary software for the Offices, we reserve the right to require that you purchase our proprietary software package.

Our Office management System (OMS) is built to run on the latest internet browsers. It is generally most compatible with the latest version of free internet browser Google Chrome, and the latest versions of Microsoft Edge, Firefox and Safari, although we cannot guarantee same performance or results. You need an internet connection to access our OMS and suggest you use Wi-Fi, Broadband cable or DSL, etc. 1 GB RAM, an Intel Pentium 4 processor or the later that is SSE2 capable. Ensure you use a current and supported version of Windows or MacOS, currently Windows 7, Windows 8.1, and Windows 10.

Depending on the computer manufacturer and any options/extras you may decide to purchase, the costs associated with purchasing a computer system will vary. We have no contractual obligation to assist you in obtaining the required software. You may license the IDX-VOW software, implementing the National Association of REALTORS® standards relating to the display of MLS property listings on websites. Depending on your location, the cost associated with IDX-VOW software and MLS membership/access will vary. We may require that you name IRG or our partners as the website service provider for same said IDX-VOW software.

You must join and pay for an electronic (high speed) network connection service to facilitate communication between you and IRG and among our franchisees and to facilitate access to our website and any online software and tools which we may make available to you. Depending on your location, the cost of such connection will vary.

We may require you to purchase, install and implement updates and revisions to the Computer System. No contractual limitation exists on the frequency and cost of this obligation.

Site Selection Assistance.

You will select and acquire the location for your HELP-U-SELL® Office. When you have selected a location for your HELP-U-SELL® Office you must submit information to us regarding the location so that we may accept or reject the proposed location. Our assistance with the selection and approval of a location consists of providing you with criteria for a satisfactory HELP-U-SELL® Office location and, later, a determination as to whether the location fulfills the requisite criteria. The following factors are considered by us when we review a proposed

location: demographics, pictures of the site and similar factors. Our acceptance of a location does not infer or guarantee the success or profitability of an approved location.

Schedule for Opening

We estimate that the typical length of time between the date you sign the Franchise Agreement and the date your HELP-U-SELL® Real Estate Business and Office opens will be approximately two to three months but you have up until 6 months from the effective date of your agreement to secure a location accessible to the public. The factors which may affect this time period are your ability to locate a site and obtain a lease, as well as the extent to which an existing location must be upgraded or remodeled, the delivery schedule for equipment, furniture and supplies, and completing your training.

Additional Training Information

We or our designee will provide an initial training program which will be conducted at our offices in Sarasota, Florida or at an alternative location designated by us. We offer you the initial training program within a reasonable amount of time after you sign the Franchise Agreement. We schedule our initial training program as often as necessary. We provide you with written manuals for use in conjunction with the initial training. We may waive all or a portion of the training program, if you or your Principal Owner have sufficient prior experience or training, in our sole determination.

We or our designee may provide a “Help-U-Sell® SmartBuy Buyer Programs” training which will be conducted at a location designated by us.

Two individuals who are owners are eligible to participate in our initial training program without charge of a tuition or fee. You must pay any and all transportation and living expenses which are incurred in connection with attendance at this and any other training program. At least one individual who will be responsible for the daily management of the Office must successfully complete the initial training program. We will make the initial training program available to replacement or additional Principal Owners during the term of the Franchise Agreement. We charge a fee, commensurate with our then current published prices, for such training, payable in advance, and you must pay all travel and living expenses which are incurred by your personnel when they attend our training program. The availability of the training program to replacement or additional Principal Owners will be subject to prior commitments to new HELP-U-SELL® franchisees and is scheduled on a space available basis.

Training at the time of renewal of your Franchise Agreement may include both Help-U-Sell® training and “Help-U-Sell® SmartBuy Programs” training. At our discretion, these trainings will be required within 180 days of your renewal, or within the time frame stipulated in your Renewal Amendment, if different.

We may occasionally present seminars, retreats, conventions, rallies, continuing development programs or conduct meetings for your benefit. You or your Principal Owner must attend certain retreats, seminars (i.e., technology updates), conventions, rallies, programs or meetings offered by us during the term of your Franchise Agreement, when we announce them

as being mandatory, however, no more than two (2) times per year with a duration not to exceed three (3) days. Generally, we shall endeavor to hold identical retreats, seminars, conventions, rallies, programs or meetings on the West Coast and the East Coast of the United States. Your costs for attending any mandatory gatherings will vary as to your location and which site you choose for attendance. If there are deficiencies in your Office, we may require that you attend remedial training sessions at your expense. The costs associated with such remedial training will vary as to your geographic location. We reserve the right to charge a tuition or fee, at the then current published rates, and, in each instance, you will be responsible for all travel and living expenses which are associated with attendance at such national, regional and local programs.

Training will be conducted after you have signed a Franchise Agreement. We provide the following initial training to franchisees:

TRAINING PROGRAM

<u>Help-U-Sell University</u>			
<u>Subject</u>	<u>Hours of classroom/online training on-the-job training</u>	<u>Hours of on-the-job training</u>	<u>Location</u>
<u>MODULE 1: Help-U-Sell Basics</u>	<u>8 hours</u>	<u>Varies according to individual office needs</u>	<u>Corporate Headquarters or other location</u>
<u>MODULE 2: Marketing</u>	<u>10 hours</u>	<u>Varies according to individual office needs</u>	<u>Corporate Headquarters or other location</u>
<u>MODULE 3: Listings</u>	<u>6 hours</u>	<u>Varies according to individual office needs</u>	<u>Corporate Headquarters or other location</u>
<u>MODULE 4: Marketing Targets</u>	<u>4 hours</u>	<u>Varies according to individual office needs</u>	<u>Corporate Headquarters or other location</u>
<u>MODULE 5: Lead Management</u>	<u>7 hours</u>	<u>Varies according to individual office needs</u>	<u>Corporate Headquarters or other location</u>
<u>MODULE 6: Buyers</u>	<u>6 hours</u>	<u>Varies according to individual office needs</u>	<u>Corporate Headquarters or other location</u>
<u>MODULE 7: Business Management</u>	<u>10 hours</u>	<u>Varies according to individual office needs</u>	<u>Corporate Headquarters or other location</u>

ITEM 12 TERRITORY

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

You must operate your Office and use the Marks and the System only at the Office Location that has been approved by us. If, as of the date of execution of your Franchise Agreement, you do not have the Office Location chosen and approved by us, we will designate, by Addendum to the Franchise Agreement, a "Target Area" within which to find an Office Location. The designation of the Target Area does not in any manner grant to you any continuing territorial rights in or to such Target Area.

We will not establish and operate, or franchise anyone else to establish and operate, other HELP-U-SELL® Office locations within a designated distance from your Office Location ("Assigned Area"). An exhibit to your Franchise Agreement specifies your Assigned Area. Your Assigned Area is typically a one-mile radius from your Office Location, although the radius may be more or less depending on the demographics in your area (e.g., high density metropolitan areas). You may not change the location of your Office or the boundaries of your Assigned Area without our written consent before making the change. You have no option, right of first refusal or similar contractual right to acquire additional HELP-U-SELL® Franchises.

The establishment and operation of your Office and our agreement not to place another HELP-U-SELL® Office within your Assigned Area, does not grant you the right to any particular market or clients. Except as otherwise provided in this Item 12, you are free to market your services to and represent real estate clients located in any geographic area, subject to restrictions resulting from real estate licensing requirements, just as company and affiliate-owned Offices and our other franchisees are free to market their services to and represent real estate clients located in any geographic area, including to real estate clients within your Assigned Area.

The continuation of your right to operate your Office during the term of the Franchise Agreement is not dependent on the achievement of any specified sales volume, market penetration or similar contingency.

We retain the rights, among others: (1) to use and to license others to use, the Marks and System in connection with the operation of a HELP-U-SELL® Office, at any location other than a HELP-U-SELL® Office located in your Assigned Area; (2) to use the Marks to identify any type of products and services, promotional and marketing efforts or related items, and to identify services and products similar to those which you sell, but made available through alternative channels of distribution (other than HELP-U-SELL® Offices), at any location, within or outside the Assigned Area, including, but not limited to, by way of the Internet or through participation in closings for clients wherever located; and (3) to use and license the use of different proprietary marks or methods in connection with the sale of products and services similar to those which you sell, whether in alternative channels of distribution or through the operation of businesses providing brokerage services for the purchase, sale, exchange and leasing of commercial and

residential real estate which are the same as, or similar to, or different from HELP-U-SELL® Offices, at any location, and on any terms and conditions as we determine. We have no present plans to establish other related franchises or company-owned businesses selling similar products or services under a different name or trademark, although, as just stated, we reserve the right to do so.

ITEM 13 TRADEMARKS

We license to you the non-exclusive right to use the Marks, including the service mark HELP-U-SELL®, and other trademarks, service marks and commercial symbols that we may authorize, in the operation of your Office. We registered the following trademarks with the United States Patent and Trademark Office.

TRADEMARKS

Marks	Date of Registration	Registration No.
HELP-U-SELL (Principal Register)	January 6, 1987	1424239
HELP-U-SELL and design (Principal Register)	May 12, 1992	1686667
CYBERASSISTANT (Principal Register)	November 3, 1998	2202145
FOR SALE WITH OWNER (Supplemental Register)	February 23, 1999	2226851
HELP-U-SAVE (Principal Register)	September 21, 1999	2279894
FOR SALE WITH OWNER	December 14, 1999	2300999
HELP-U-SELL REAL ESTATE	February 14, 2006	3058738
FULL SERVICE. BIG SAVINGS. THE EXPERTS NEXT DOOR.	August 15, 2006	3128815
PLATINUM EDGE (Principal Register)	March 31, 2009	3599281
PLATINUM EDGE	May 27, 2008	3883231
HUS	February 12, 2018	87794267

We have filed all required affidavits and renewals of registration.

The Marks are used as identification of a HELP-U-SELL® Office. We require that you identify yourself as an independent owner of an Office, however, in the manner as we may designate. You may not use any Marks or a variant of the Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you), or in any modified form, nor may you use any Marks or a variant of the Marks to identify unauthorized services or products or in any other manner not expressly authorized in writing by us. You must have our written approval to use our Marks on any web page or as part of a domain name. Except as permitted in the Policy Manual, you may not use any of the Marks or a variant of the Marks as part of an electronic mail address or on any sites on the Internet or World Wide Web and you may not use or register any of the Marks or a variant of the Marks as a domain name on the Internet. You must modify or discontinue your use of a Mark if we modify or discontinue it, at your own expense.

There are no presently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. Except as set forth above, no agreements limit our right to use or license the use of the Marks. We are aware that the name “Help-U-Sell®” is registered as either a trade name or corporate name by unrelated third parties in Colorado Springs, Colorado, Rockland County, New York and New Hampshire. We do not know of any superior or prior rights or infringing users that could materially affect your use of the Marks in any state.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks. We are not contractually obligated by the Franchise Agreement to protect you against claims of infringement or unfair competition with respect to your use of the Marks, but it is our policy to do so when, in the opinion of our legal counsel, your right to use the Marks requires protection. In such a case, we will pay all costs, including attorneys’ fees and court costs, associated with any litigation required to defend or protect your authorized use of the Marks. You must cooperate with us in any such litigation. We have the right to control exclusively any litigation, United States Patent and Trademark Office proceeding or any other administrative proceeding arising out of any infringement, challenge or claim relating to any Mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or copyright registrations which are material to the franchise. Although we have not obtained a copyright registration, we or our affiliates own the copyright in our Policy Manual, training and advertising materials and other works.

We consider our Policy Manual and related materials, training materials, our System and any software that we may in the future develop as our proprietary and confidential property. You may use the Policy Manual only as described in the Franchise Agreement. We require that you maintain the confidentiality of our proprietary information and adopt reasonable procedures to prevent unauthorized disclosure of our trade secrets and proprietary information.

The information you receive from us is highly confidential and proprietary to us. This information is available to you only because of (i) the franchisor-franchisee relationship; (ii) your binding agreement to maintain its confidentiality; and (iii) your obligation to return it to us upon request or termination or expiration of your franchise. You also agree to refrain from divulging the information received from us to any person other than your approved employees who have executed a confidentiality agreement.

You must also: (1) strictly adhere to all our security procedures we prescribe for maintaining the secrecy of this information; (2) disclose this information to your employees only to the extent necessary to operate your Office; (3) not use this information in any other business or in any manner we have not specifically authorized or approved in writing; and (4) make every effort to maintain the absolute confidentiality of all information during and after the term of the Franchise Agreement.

Your employees or agents must execute a confidentiality and noncompetition agreement we approve before they can use our system or have access to confidential information. See Item 15. The original executed version of each agreement must be forwarded to us immediately after it is executed.

All ideas, concepts, techniques, or materials concerning a HELP-U-SELL® Office, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property, part of the HELP-U-SELL® System, and “works made-for-hire” for us. You must assign ownership of and all related rights to that item to us and must sign whatever assignment or other documents we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or your Principal Owner) are obligated to participate personally in the direct operation of the Office. If you are a corporation, limited liability company or partnership, we require that your Principal Owner own an equity interest in such entity. You or, if applicable, the Principal Owner, are required to successfully complete our mandatory initial training program.

You are also required to designate an individual who must hold the real estate brokerage license for the HELP-U-SELL® Office (the “Designated Broker”). The Designated Broker may be either you or the Principal Owner or a third party approved in writing by us. You are required to obtain our prior written approval of any replacement Designated Broker.

If you are a corporation, limited liability company or partnership, your Principal Owner, and each of your officers, directors, shareholders or members (and, if you are an individual, immediate family members) must execute our standard Nondisclosure and Noncompetition Agreement, a copy of which is attached to this Disclosure Document as Exhibit C. Other than the above and as set forth in Item 14, we make no other recommendations and have no other

requirements regarding employment or other written agreements between you and your employees.

Each of your officers, directors and owners must sign an agreement (Exhibit II to Franchise Agreement) guaranteeing and agreeing to perform all obligations of the named Franchisee under the Franchise Agreement.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only the real estate brokerage and related services required or approved by us as a part of the HELP-U-SELL® Office. You must offer the required or approved services on an a la carte, set fee pricing (“Fee-For Services”) basis. You may not offer these services based on a percentage commission per transaction, whether charged at traditional or discount rates (“Percentage-Commission-Services”) without our prior written consent. You cannot, without our prior written consent, provide any real estate services to others, including real estate services such as mortgage, property insurance, property management, title company, escrow, real estate inspection or appraisal, magazine or online advertising, for sale by owner kits, or any similar products or services (collectively referred to as "Other Real Estate Business"). Other Real Estate Business may, at our option, become part of the System, associated with the Marks or alternative trademarks or service marks that we may develop. Our consent may require that you differentiate the Other Real Estate Business from your HELP-U-SELL® Office so as to not confuse the public as to the products and services offered through the HELP-U-SELL® Office, by using separate signage, business cards and other items which identify the separate businesses, by maintaining separate books and records for the businesses and by fulfilling such other pre-conditions as we may require. We have the right to change the types of required and authorized services, and there are no limits on our right to do so, although we will provide you with written notice 30 days before any change becomes effective. You may not offer for sale any products or services that we have not approved, nor can you engage in any other business enterprise through the entity that you use to operate the Office or at the Office Location (See Items 8 and 11).

Other than as described above, we place no restrictions on your ability to market your services to and represent real estate clients located in any geographic area, except for restrictions resulting from any applicable real estate licensing requirements and obligations (see Item 12).

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.

THE FRANCHISE RELATIONSHIP

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 18.1	5 years
b. Renewal or extension of the term	Section 18.2	Option to renew for additional term of 5 years.
c. Requirements for franchisee to renew or extend	Sections 18.3, 18.4 and 18.5	Give notice of renewal, upgrade Office to then current standards, execute release, pay all fees including promissory notes, have been in compliance with Franchise Agreement, execute then current Franchise Agreement; attend and complete any Help-U-Sell [®] training and certification program if required.
d. Termination by franchisee	None	N/A
e. Termination by franchisor without cause	None	N/A
f. Termination by franchisor with cause	Sections 19.1 and 19.2	We can terminate only if you commit any one of several listed violations.
g. "Cause" defined- curable defaults	Section 19.2	30 days to cure unless breach cannot be reasonably cured – then additional time will be given.
h. "Cause" defined-non-curable defaults	Section 19.1	Unauthorized disclosure, conviction of a crime, suspension or revocation of real estate license, abandonment, unapproved transfers, bankruptcy ¹ , assignment for benefit of creditors, unsatisfied judgments, repeated violations, violate restrictive covenant, material misrepresentations or omissions to us.

Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	Section 19.3	Pay outstanding amounts, de-identification, return of confidential and proprietary information, cancel fictitious names using the Marks, remove websites, and at our sole discretion cancel or assign domain names & telephone numbers (see also r).
j. Assignment of contract by franchisor	Section 17.6	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Sections 17.1, 17.2, 17.5, and 17.7	Includes transfer of contract or assets or certain changes in ownership if you are an entity.
l. Franchisor approval of transfer by franchisee	Sections 17.1, 17.2, 17.3 and 17.5	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Sections 17.2 and 17.3	Transferee qualifies to become a franchisee, all amounts due and outstanding promissory notes are paid in full, transferee completes training, transfer fee paid, then current contract signed, general release signed, licensed broker, subordinate, non-compete enforced.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 17.4	For a 30-day period, we have the right to match any offer.
o. Franchisor's option to purchase franchisee's business	Section 19.4	We may buy your Office upon termination, non-renewal, or expiration of the Franchise Agreement at fair market value.
p. Death or disability of franchisee	Section 17.7	Franchise must be assigned to approved transferee within 180 days.
q. Non-competition covenants during the term of the franchise	Section 13	No involvement in competing business or, without prior written consent, Other Real Estate Business.

Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 21.1	No involvement in real estate services for purchase, sale, exchange, or lease for three years.
s. Modification of the agreement	Section 23.3	Only written and signed modifications allowed; however, Policy Manual is subject to unilateral change.
t. Integration/merger clause	Section 23.4	Only terms of franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	N/A
v. Choice of forum	Section 23.1	Litigation in Florida (subject to state law) – unless Our Headquarters move to a different state, then that is the forum for litigation.
w. Choice of law	Section 23.1	Florida law applies (subject to state law) – unless Our Headquarters move to a different state, then that is the law that is to be applied.

1 This provision may not be enforceable under federal bankruptcy law.

ITEM 18 PUBLIC FIGURES

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

The Franchise Agreement does not prohibit you from using the name of a public figure or celebrity in your promotional efforts or advertising; however, all advertising requires our approval.

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 examples, 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 wither orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting: Legal Department, 240 N. Washington Blvd., Suite 200, Sarasota, Florida 342367856 N. Glen Harbor Blvd., Glendale AZ 85307, (941) 951-7707 ext. 50042, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISE INFORMATION

Table No. 1				
Systemwide Outlet Summary				
For Year 2023				
-	-	-	-	-
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the end of the Year	Net Change
Franchised	2021	78	75	-3
-	2022	75	68	-7
-	2023	68	50	-18
Company-Owned	2021	0	0	0
-	2022	0	0	0
-	2023	0	0	0
Total Outlets	2021	78	75	-3
-	2022	75	68	-7
-	2023	68	50	-18

Table No. 2**Transfers of Outlets from Franchisees to New
Owners
(Other than the Franchisor)****For Year 2023**

State	Year	Number of Transfers
FL	2021	0
-	2022	1
-	2023	0
AZ	2021	0
-	2022	0
-	2023	1
Total	2021	0
-	2022	1
-	2023	1

Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AL	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
CA	2021	38	0	0	1	0	1	36
-	2022	36	1	1	3	0	0	33
-	2023	33	0	4	5	0	0	24
CO	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
FL	2021	8	1	0	0	0	0	9
-	2022	9	0	0	0	0	0	9
-	2023	7	0	0	0	0	1	6
HI	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
ID	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
MI	2021	2	0	0	0	0	0	2
-	2022	2	0	0	0	0	0	2
-	2023	2	0	0	0	0	0	2
MN	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
MO	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	1	0	0	0
NC	2021	2	0	0	0	0	0	2
-	2022	2	0	0	0	0	0	2
-	2023	2	0	0	0	0	0	2
NV	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
OK	2021	2	0	1	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
OR	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1

-	2023	1	0	0	0	0	0	1
PA	2021	5	0	0	1	0	0	4
-	2022	4	0	0	1	0	0	3
-	2023	3	0	0	1	0	0	2
TX	2021	2	0	0	0	0	0	2
-	2022	2	0	0	0	0	0	2
-	2023	2	0	0	0	0	0	2
UT	2021	1	0	0	0	0	0	1
-	2022	1	0	0	0	0	0	1
-	2023	1	0	0	0	0	0	1
VA	2021	2	0	0	0	0	0	2
-	2022	2	0	0	0	0	0	2
-	2023	2	0	0	0	0	0	2
WA	2021	1	0	0	0	0	0	1
-	2022	1	0	0	1	0	0	0
-	2023	0	0	0	0	0	0	0
Totals	2021	78	1	1	2	0	1	75
-	2022	75	1	1	5	0	0	70
-	2023	68	0	4	9	0	1	54

Table No. 4						
Status of Company Owned Outlets						
For Year 2023						
Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
2021	0	0	0	0	0	0
2022	0	0	0	0	0	0
2023	0	0	0	0	0	0

Table No. 5			
Projected Openings as of December 31, 2023			
State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AZ	0	1	0
CA	0	1	0
FL	0	1	0
Total	0	3	0

A list of names of all Franchisees and the addresses and telephone numbers of their HELP-U-SELL® Offices are included in this Disclosure Document. A list of the name and last known home address and telephone number of every Franchisee (Individual) who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year 2020~~4~~ or who has not communicated with us within 10 weeks of the date of this Disclosure Document is listed below. If you buy this franchise, your contract information may be disclosed to other buyers when you leave the franchise system.

Infinium Realty Group, Inc - Current Franchisees as of December 31, 2023~~4~~

Office Name	Address	City	State	Zip Code	Phone
Quad Cities Realty	210 W. Tuscaloosa Street	Florence	AL	35630	(951) 225-2113
Mike Bowling	2589 E. 24th St. Suite 4	Lake Havasu	AZ	85364	(925) 425-9491
Real Estate Specialists	500 North Lake Havasu Avenue, Suite C-106	Peoria	AZ	86403	(626) 967-6700
Realty Advantage	1846 E. Innovation Park Drive	Tucson	AZ	85755	(925) 943-2121
The Powell Group	5151 East Broadway Blvd. Suite 1600	Tucson	AZ	85747	(408) 995-5999
West Valley Specialists	9571 West Ruth Avenue	Yuma	AZ	85345	(209) 888-8800

Office Name	Address	City	State	Zip Code	Phone
951 Realty	25185 Madison Ave, Ste A	Aliso Viejo	CA	92563	(661) 706-6678
Achievers Realty	3171 East Ruby Hill Drive	Bakersfield	CA	94566	(800) 631-9910
Advance Realty	734 N. Eileen Avenue	Chino Hills	CA	91791	(916) 395-4450
Allied Realty	3093 Citrus Circle Suite # 165	City of Industry	CA	94598	(562) 673-3873
Alpha Paladins Realty	85 Saratoga Ave, Ste 210	Corona	CA	95129	(610) 363-3737
Alpha Realty	1308 W. Robinhood Drive, Suite 4B	Eastvale	CA	95207	(540) 949-4357
Bakersfield Equity Savers	9711 Holland Street Suite 1	Hanford	CA	93312	(909) 597-5252
Beachside	8907 Warner Avenue #224	Huntington Beach	CA	92647	(405) 330-8800
Capital City	1104 Corporate Way	Lancaster	CA	95831	(210) 788-9633
Coast and Valley	1851 East 1st Street	Martinez	CA	92705	(925) 313-0200
Eastvale	4200 Chino Hills Parkway Suite 385	Murrieta	CA	91709	(336) 294-4949
Golden Homes	827 Arnold Dr #80	Ontario	CA	94553	(540) 657-4250
Julian Team	1805 West Avenue K Suite 131	Pasadena	CA	93534	(941) 312-1377
Premier Realty	4264 Green River Rd. #101	Sacramento	CA	92880	(808) 593-8811
Prestige Properties	4200 Chino Hills Parkway, Suite 385	Sacramento	CA	91709	(702) 432-7355
Santa Maria	602 East Main Street	Santa Ana	CA	93454	(661) 483-8322
Santa Rosa	21 Leisure Park Circle	Santa Clara	CA	95404	(805) 518-2991
Smart Realty Pasadena	427 N. Lake Ave.	Santa Maria	CA	91101	(717) 267-1300

Office Name	Address	City	State	Zip Code	Phone
The Smart Choice	107 W. 7th Street	Stockton	CA	93230	(734) 362-1111
Vantage Realty	18217 Gale Ave. Ste A	Ventura	CA	91748	(928) 246-0919
Wisdom Realty	3200 Guasti Rd. Suite 100	Walnut Creek	CA	91763	(800) 631-9910
Wright Realtors	6 Key Largo	West Covina	CA	92656	(909) 597-52525252
Front Range	16233 E. 100th Way	Commeree City	CO	80022	(256) 768-1221
Gulf Coast	242 Washington Blvd Suite 131	Naples	FL	34208	(810) 990-9932
Reed and Associates	11983 Tamiami Trail N. # 151	Sarasota	FL	34110	(928) 854-6600
Honolulu Properties	1314 S. King Street, Suite 523	Honolulu	HI	96814	(520) 531-9339
Winn 4 U Realty	2689 Cavan Circle	Idaho Falls	ID	83404	(239) 948-8898
Metropolitan	21645 Allen Rd.	Port Huron	MI	48183	(830) 214-7880
Real Estate Masters	1627 Pine Grove Avenue	Woodhaven	MI	48060	(805) 922-0077
Heritage Real Estate	245 18th Street SE	Owatonna	MN	55060	(707) 575-4444
Greensboro	5575 Suite C103 Garden Village Way	Greensboro	NC	27410	(541) 461-6100
Triad Realty	5575 Garden Village Way Ste C-103	Greensboro	NC	27410	(972) 395-0400
Integrity Real Estate	5550 North Painted Mirage Rd. Ste 320	Las Vegas	NV	89107	(626) 405-8818
Edmond/OKC	1920 Cedar Meadow Lane	Edmond	OK	73003	(916) 488-1830
Select Real Estate	106 East 16th Avenue	Eugene	OR	97401	(520) 405-9095

Office Name	Address	City	State	Zip Code	Phone
Direct Homes (W Chester)	101 Lindenwood Dr. Suite 225	Malvern	PA	19341	(559) 583-1711
Keystone Realty	138 Franklin Farm Lane	Chambersburg	PA	17202	(336) 294-4949
San Antonio Hill Country	17460 IH 35 N Suite 430-443	Dallas	TX	78154	(626) 839-3688
Sims Realty	4454 Trinity Mills Rd.	Schertz	TX	75287	(623) 478-8888
Legacy	1128 N. Hill Field Road	Layton	UT	84041	(208) 589-0036
Direct Savings Real Estate	362 South Laurel Ave.	Stafford	VA	22980	(909) 933-0479
Grein Group	6 Monument Drive	Waynesboro	VA	22554	(949) 770-9888

Infinium Realty Group, Inc - Closed Offices as of December 31, 2023⁴

Infinium Realty Group, Inc – Closed Offices					
As of December 31, 2023					
If you purchase a franchise your contact information may be disclosed to other potential buyers when you leave the franchise system.					
-					
Office Name	Address	City	State	Zip Code	Phone
Galleria Realty	4375 W. Turkey Lane, Unit 2	Tucson	AZ	85742	(520) 579-6930
Central Properties	3195 S. Price Rd. #148	Chandler	AZ	85248	(480) 812-1112

Results	1255 W. Colton Ave Ste 583	Redlands	CA	92374	(909) 793-1011
Access Real Estate	6201 Crater Lake Dr.	Roseville	CA	95678	(916) 580-5055
North County Coast & Valley	574 South Rancho Santa Fe Rd	San Marcos	CA	92078	(800) 270-7014
Experts Realty	43950 Margarita Rd Suite C	Fremont	CA	92592	(951) 698-1667
Folsom	101 Parkshore Dr., Ste 187	Folsom	CA	95630	(916) 355-1880
Long Beach Realty	100 Ocean Gate, 12th Floor	Long Beach	CA	90802	(562) 673-3873
South Santa Clara County	16275 Monterey Rd, Ste G	Morgan Hill	CA	95037	(408) 778-0800
Office Name	Address	City	State	Zip Code	Phone
Inland Valley	16746 Lakeshore Dr., Unit B	Lake Elsinore	CA	92530	(951) 678-1028
Advantage	10703 South 7th Ave.	Inglewood	CA	90303	(323) 388-3228
Adfluentia Realty & Mgmt	3900 Woodlake Blvd. Suite 301A	Greenacres	FL	33463	(561) 662-8306
Alliance Realty	5729 SW 60th Ave	South Miami	FL	33143	(786) 252-4308
Broward Realty	950 S. Pine Island Rd #150	Plantation	FL	33324	(954) 470-3444
Sunshine Realty	455 Douglas Ave Ste 2255	Altamonte Springs	FL	32714	(407) 571-9771
Express Realty	1018 Edgewater	Winter Haven	FL	33884	(863) 268-1130
Realty Choices	3811 S. Campbell Ave Ste D	Springfield	MO	65807	(417) 234-0014
Peoples Real Estate	7515 Castor Ave.	Philadelphia	PA	19152	(215) 725-9200

Infinium Realty Group, Inc - New Offices

Infinium Realty Group, Inc - New Offices					
Office Name	Address	City	State	Zip Code	Phone
0	0	0	0	0	0

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are our audited financial statements as of our fiscal year end December 31, 2021~~2~~, December 31,2022~~3~~, and December 31,2023~~4~~.

ITEM 22
CONTRACTS

Attached to this Disclosure Document are the following contracts:

Exhibit A	State Agencies SOP
Exhibit B	Franchise Agreement
Exhibit C	Nondisclosure and Noncompetition Agreement
Exhibit D	Compliance Certification
Exhibit E	State Addenda and Agreement Riders to Franchise Agreement
Exhibit F	Policy Manual Table of Contents
Exhibit G	Financial Statements
Exhibit H	State Effective Dates
Exhibit I	Receipt of Disclosure Document

ITM 23
RECEIPT

See Exhibit I Receipt of Disclosure Document



INFINIUM REALTY GROUP, INC.

FRANCHISE AGREEMENT

Franchisee:

DBA:

Date:

Office Location

Street:

City, Zip:

**INFINIUM REALTY GROUP, INC.
FRANCHISE AGREEMENT**

TABLE OF CONTENTS

1.	PURPOSE	6
2.	GRANT OF FRANCHISE	6
2.1	Grant of Franchise.	6
2.2	Scope of Franchise Operations.	6
3.	OFFICE LOCATION AND TERRITORY	6
3.1	Office Location.	6
3.2	Assigned Area.	6
3.3	Limitation on Franchise Rights.	7
3.4	Market and Clients.	7
3.5	Reservation of Rights.	7
4.	INITIAL FRANCHISE FEE	7
4.1	Initial Franchise Fee.	7
5.	DEVELOPMENT OBLIGATIONS	7
5.1	Office Location and Lease.	7
5.2	Conversion and Design.	7
5.3	Signs	8
5.4	Office Equipment, Computer and Software.	8
5.5	Real Estate Broker License and Memberships	8
5.6	Commencement of Operations	8
6.	TRAINING	8
6.1	Initial Training Program.	8
6.2	Length of Training.	8
6.3	Ongoing Training Programs.	8
6.4	Length of Ongoing Training Programs.	9
6.5	Help-U-Sell® International Convention	9
7.	DEVELOPMENT ASSISTANCE	9
7.1	Development Assistance.	9
8.	POLICY MANUAL	10
8.1	Policy Manual Loaned.	10
8.2	Confidentiality of Policy Manual Contents.	10
8.3	Changes to Policy Manual.	10
9.	OPERATING ASSISTANCE	10
9.1	Franchisor’s Services.	10
9.2	On-Site Support.	10
10.	FRANCHISEE’S OPERATIONAL COVENANTS	11
10.1	Office Operations.	11
10.3	Administrative Fee.	12

11.	ROYALTIES	13
11.1	Royalty.....	13
11.2	Royalty Payments.....	13
11.3	Gross Revenue.....	13
11.4	Application of Payments.....	13
12.	QUALITY CONTROL	13
12.1	Compliance with Policy Manual.....	13
12.2	Standards and Specifications.....	14
12.4	Inspections.....	15
12.5	Restrictions on Services and Products.....	15
12.6	Approved Suppliers.....	15
12.7	Variations in System.....	15
13.	EXCLUSIVE RELATIONSHIP	16
13.1	Other Real Estate Business.....	16
13.2	Non-Competition During Term.....	16
14.	MARKS, TRADE NAMES AND PROPRIETARY INTERESTS.....	16
14.1	Marks.....	16
14.2	No Use of Other Marks.....	17
14.3	System.....	17
14.4	Effect of Termination.....	17
14.5	Trademark Infringement.....	17
14.6	Franchisee’s Business Name.....	17
14.7	Change of Marks.....	17
15.	REPORTS, RECORDS AND FINANCIAL STATEMENTS	17
15.1	Franchisee Reports.....	17
15.2	Verification.....	18
15.3	Books and Records.....	18
15.4	Audit of Books and Records.....	18
15.5	Failure to Comply with Reporting Requirements.....	18
16.	ADVERTISING	19
16.1	Approval and Use of Advertising	19
16.2	Local Advertising.....	19
16.3	Advertising Materials.....	19
16.4	Electronic Advertising	19
17.	TRANSFER	19
17.1	Transfer by Franchisee.....	19
17.2	Pre-Conditions to Franchisee’s Transfer.....	19
17.3	Franchisor’s Approval of Transfer.....	21
17.4	Right of First Refusal.....	21
17.5	Specific Types of Transfers.....	21
17.6	Assignment by the Franchisor.....	21
17.7	Franchisee’s Death or Disability.....	22
18.	TERM AND EXPIRATION	22
18.1	Term.....	22
18.2	Renewal.....	22
18.3	Rights Upon Non-renewal.....	22

18.4	Exercise of Option for Successor Franchise.	23
18.5	Conditions of Refusal.	23
19.	DEFAULT AND TERMINATION	23
19.1	Termination by Franchisor - Effective Upon Notice.	23
19.2	Termination by Franchisor - Thirty Days Notice.....	24
19.3	Obligations Upon Termination or Non-renewal.	25
19.4	Right to Assume and Purchase.....	26
19.5	State and Federal Law.....	26
20.	BUSINESS RELATIONSHIP	26
20.1	Independent Businesspersons.	26
20.2	Payment of Third Party Obligations.	26
20.3	Indemnification.	27
21.	RESTRICTIVE COVENANTS	27
21.1	Post-Termination Covenant Not to Compete.....	27
21.2	Confidentiality of Proprietary Information.	27
21.3	Additional Remedies.....	28
21.5.	Continuing Obligations.....	28
21.6.	Confidentiality Agreement.....	28
22.	INSURANCE	28
22.1	Insurance Coverage.....	28
22.2	Proof of Insurance Coverage.....	29
23.	MISCELLANEOUS PROVISIONS	29
23.1	Governing Law/Consent to Venue and Jurisdiction.	29
23.2	Injunctive Relief.....	29
23.3	Modification.....	29
23.4	Entire Agreement.	29
23.5	Delegation by Us.....	29
23.6	Review of Agreement.	30
23.7	Professional Fees.	30
23.8	No Waiver.....	30
23.9	No Right to Set Off.	30
23.10	Payment of Taxes.....	30
23.11	Invalidity.....	30
23.12	Notices.	30
23.13	Cumulative Rights	30
23.14	Acknowledgement.	31

EXHIBITS

- I Addendum to Franchise Agreement
- II Personal Guaranty
- III Statement of Ownership
- IV Prior Transaction Exclusion List for Converting Offices
- V Renewal Amendment
- VI South Dakota Payment Deferral Amendment

**INFINIUM REALTY GROUP, INC.
FRANCHISE AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made _____ by and between **INFINIUM REALTY GROUP, INC.**, a Delaware corporation, located at ~~240 N. Washington, Suite 200, Sarasota, FL 34236~~ 7856 N Glen Harbor Blvd., Glendale, AZ 85307 (“**we**”, “**us**,” “**our**” or “**IRG**”) and _____ a _____ located at _____ (“**You**”) who, on the basis of the following understandings and agreements, agree as follows:

PURPOSE

- 1.1** We have developed business methods for establishing, operating, and promoting a network of real estate businesses (collectively referred to as “**Help-U-Sell® Offices**” or “**Offices**”) that offer a variety of real estate transaction services for the purchase, sale, exchange, leasing of real estate, and related services that are paid for by clients on an a la carte basis (the “**System**”).
- 1.2.** We grant the right to others to develop and operate a Help-U-Sell® Office that uses Our Marks and follows the System.
- 1.3** You desire to establish a Help-U-Sell® Office, and We grant You the right to operate a Help-U-Sell® Office pursuant to the terms below.

GRANT OF FRANCHISE

2.1 Grant of Franchise.

We grant to You the non-exclusive right to use the Marks and System in connection with the one Help-U-Sell® Office, at the location described in Section 3 of this Agreement. You agree to use the Marks and System, as they may be changed, improved, and further developed by Us from time to time, only in accordance with the terms and conditions of this Agreement.

2.2 Scope of Franchise Operations.

You will faithfully, honestly, and diligently promote, and operate Your Help-U-Sell® Office in accordance with the methods and systems developed and prescribed by Us. Your Help-U-Sell® Office must offer all real estate and related services and products that We designate. Any additional real estate services or other real estate related services or products offered through the Office require Our prior written approval.

OFFICE LOCATION AND TERRITORY

3.1 Office Location.

You are granted the right and franchise to own and operate a Help-U-Sell® Office at the address and location in Exhibit I, (“**Office Location**”).

3.2 Assigned Area.

Provided that You are in full compliance of this Agreement, We will not establish or license another entity to establish a Help-U-Sell® Office within a one-mile radius of Your **Office Location** described in Exhibit I (“**Assigned Area**”). You may not change the location of Your Office or the boundaries of Your Assigned Area without Our prior written consent.

3.3 Limitation on Franchise Rights.

The rights that are granted to You are for the specific Office Location and Assigned Area and cannot be transferred to an alternative location or area without Our prior written consent. You will not operate or offer services or products that are part of the System from any location other than the Office Location without Our prior written consent.

3.4 Market and Clients.

You are free to market Your services to potential clients and to represent clients located within or outside the Assigned Area, just as other franchisees and Our Offices are free to market their services to and represent clients located in any geographic area, including within the Assigned Area.

3.5 Reservation of Rights.

The franchise granted is nonexclusive and We retain the following rights, among others: (1) to use and license others to use the Marks and System for the operation of other Help-U-Sell[®] Offices; (2) to use the Marks through alternative channels of distribution (other than through a Help-U-Sell[®] Office), at any location, within or outside the Assigned Area (e.g., via the Internet); and (3) to use and license the use of other proprietary marks or methods in connection with the development and sale of products and services similar to or different than those You sell, at any location and on any terms We deem advisable – without granting You any rights therein.

INITIAL FRANCHISE FEE

4.1 Initial Franchise Fee.

In consideration for the right to develop and operate one Help-U-Sell[®] Office, You agree to pay to Us an initial franchise fee of \$17,750. You acknowledge and agree that the initial franchise fee represents payment for the initial grant of the rights to use the Marks and System, that We have earned the initial franchise fee upon receipt thereof and that the fee is under no circumstances refundable to You after it is paid.

DEVELOPMENT OBLIGATIONS

5.1 Office Location and Lease.

You must follow Our guidelines and obtain Our approval in selecting Your Office Location. For approval purposes, submit location information that may include: a site report, demographics, photographs, and any additional information that We may request within sixty (60) days of executing this Agreement. If We disapprove of the proposed site, We will grant You a reasonable period of time to find another location. Any lease for the Office Location must contain a provision requiring the landlord to provide notice of default to Us prior to termination, giving Us the right and option to cure any default and assume the Lease. An approval of the Office Location does not constitute a recommendation, endorsement, or guarantee the profitability of the Office Location

5.2 Conversion and Design

You must convert and design the Office Location per industry standards at Your expense. It is Your responsibility to ensure compliance with the lease and applicable laws including, without limitation, the Americans with Disabilities Act.

5.3 Signs

You must purchase Office signs that comply with Our standards and specifications that are set forth in the Policy Manual. Should You need to modify the sign from Our specifications to comply with local ordinances, codes, or regulations, You must obtain Our prior written approval. The Marks, symbol, or identifying marks on any signs may only be used with Our prior written approval and per Our standards and specifications.

5.4 Computer and Software

You must subscribe to an Internet service at Your cost in order to facilitate communication between the Parties. We reserve the right, with thirty (30) day notice, to require You to purchase, install, and implement computer software updates and revisions for use in the operation of the Help-U-Sell® Office. We also reserve the right to require reasonable access to information and data regarding the Help-U-Sell® Office electronically.

5.5 Real Estate Broker License and Memberships

You or an approved designated individual must at all times, hold a valid real estate broker license in the state(s) where the Help-U-Sell® Office is operated (“**Designated Broker**”). Should You desire to change the Designated Broker, You must notify Us in writing and obtain Our prior written approval. Additionally, You must join and remain a member in good standing of (i) the local, state and national associations of REALTORS® and (ii) where applicable, the local Multiple Listing Service.

5.6 Commencement of Operations

Unless otherwise agreed to in writing, You have 90 days from the effective date of this Agreement to start your Help-U-Sell® Real Estate Business and 180 days (6 months) to secure an office location accessible to the public. Upon written approval, We will extend the time You have to commence operations for a reasonable period of time in the event factors beyond Your reasonable control prevent You from meeting this development schedule.

TRAINING

6.1 Initial Training Program.

You or an approved person designated by You take primary responsibility for the management of the Help-U-Sell® Office (“**Principal Owner**”), which requires You to successfully complete the initial training program – the training program is offered at no charge for up to two Principal Owners, but You are responsible for any and all expenses that are associated with attending the training program. The initial training program must be complete before the Office begins operating, at a location We select or online.

The initial training program includes online training, on-the-job training and hands-on training at Our offices and/or at another location specified by Us. If this Agreement is for Your second or subsequent Help-U-Sell® Office, We may waive all or a portion of the initial training if We determine in Our sole discretion that You are sufficiently experienced.

6.2 Length of Training.

The initial training program can take between 20 and 50 hours both online and hands-on training.

6.3 Ongoing Training Programs.

From time to time, We may conduct other meetings, seminars, retreats, training classes, conventions, or continuing development programs for Your benefit. You or, if You are not an individual, the person designated by You and approved by Us to assume primary responsibility for the management of the Help-U-Sell® Office (“**Principal Owner**”), may be required to attend and successfully complete those future training programs at a location designated by Us. When You, or if You are a partnership, corporation, limited liability company or other entity, the owners of such entity, are eligible to participate in the training seminars, You will pay the applicable fees per person for attendance. You will be responsible for any and all travel, lodging, and other travel expenses incurred in connection with attendance at the training seminars. Help-U-Sell® Training, if required, must be completed within 180 days of renewal of Your Franchise Agreement. If there are deficiencies in Your operation of the Office, however, then We may, in Our sole discretion, require that You attend remedial training sessions, at Your expense, as directed by Us.

6.4 Length of Ongoing Training Programs.

The length of ongoing training programs may vary and shall take place at a location designated by Us. The requirements to be away from the Help-U-Sell® Office for training will not exceed 5 days per training class.

6.5 Help-U-Sell® International Convention

You, Your broker, or designated person are highly encouraged to attend any ongoing meetings, seminars, retreats, industry conventions, or programs as may be offered by Us, including the Help-U-Sell® International Convention (“convention”) that may occur annually. At all times You will be financially responsible for all applicable fees and costs for attending the convention, including costs incurred by Us for registration, meals, lodging, and other expenses and costs. At least one Broker from Your office should attend Our convention. You must pay Us a registration fee, which will not exceed \$700.00 and which goes towards Our costs of organizing the convention. We will give You at least 90 days prior written notice of any meeting, seminar, convention or program. In addition, We or Our designee may require that You or Your Principal Owner attend local or regional seminars, rallies, or meetings. We reserve the right to charge a fee, at the then current published rates, for attendance at any ongoing training classes, meetings, seminars, rallies, retreats, conventions or programs and You will be responsible for all related travel, lodging, and related expenses and costs.

DEVELOPMENT ASSISTANCE

7.1 Development Assistance.

We will provide You with assistance in the initial establishment of Your first Help-U-Sell® Office, which will include:

- a. The initial training program, as described in Section 6 above.
- b. Advice regarding the required size, interior layout, signs, colors, décor, and furnishings of the Help-U-Sell® Office, plus specifications concerning software, office equipment and computer hardware and software
- c. Advice regarding the selection of suppliers of items, supplies, equipment, and services used in connection with the Help-U-Sell® Office. After execution of this Agreement, We will provide You with a list of approved suppliers, if any, of such items, supplies, equipment and services and, if available, a description of any national or central purchase and supply agreements offered by approved suppliers for the benefit of IRG franchisees.
- d. A Policy Manual in accordance with Section 8 below.
- e. Advertising aids and master copies of advertising materials.

f. Access to the Internet interface programs. These software programs may be changed, abandoned or substituted by Us at any time.

POLICY MANUAL

8.1 Policy Manual

We will make available to you online a manual, technical bulletins, or other written materials (collectively referred to as “**Policy Manual**”) covering the proper operating techniques of the Help-U-Sell® Office. The Policy Manual is incorporated into this Agreement by reference. You must comply with the Policy Manual and a failure to comply constitutes a breach of this Agreement.

8.2 Confidentiality of Policy Manual Contents.

The Policy Manual is the sole property of IRG. You will neither duplicate the Policy Manual nor disclose its contents to anyone other than Your employees who have signed an approved confidentiality and non-competition agreement. You must return or destroy any existing copies, whether paper or electronic, of the Policy Manual to Us at the end of this Agreement.

8.3 Changes to Policy Manual.

We reserve the right to revise the Policy Manual. Within 30 days of receiving any updated information, You must update Your copy of the Policy Manual and conform Your operations with the updated provisions, unless otherwise stated. In the event of a dispute, the master copy of the Policy Manual maintained by IRG is the controlling copy.

OPERATING ASSISTANCE

9.1 Franchisor’s Services.

The following services are available to You:

- a. Consulting with You about Your Help-U-Sell® Office, which includes advice regarding services, sales and marketing techniques, office operations, and similar topics.
- b. Provide on-going updates and programs regarding the Help-U-Sell® Office and related System.
- c. Train replacement or additional Principal Owners, however, You will be responsible for all associated costs if any, such as registration fees, travel, and living expenses.
- d. Provide You access to advertising and promotional materials. We may, at Our option, pass the cost of the advertising and promotional materials on to You.
- e. Offer on-going training programs, as described in Section 6 above.

9.2 On-Site Support.

We are not obligated to provide on-site support, however, if You request additional assistance and We agree to on-site support, We reserve the right to charge You for all expenses incurred (such as travel, lodging, phone calls, and meals) plus a fee based on Our current hourly rate at the time of assistance.

FRANCHISEE'S OPERATIONAL COVENANTS

10.1 Office Operations.

You are responsible for operating a successful Help-U-Sell[®] Office. Part of running a successful Help-U-Sell[®] Office requires You to abide by the following:

a. Quality of Operations. You will operate Your Office in a professional, ethical, prompt, courteous, and high-quality manner, so as not to adversely reflect upon the name and reputation of IRG and the goodwill associated with the "Help-U-Sell[®]" Name and Marks.

b. Compliance with Laws and Good Office Practices. You must conduct Yourself and operate Your Help-U-Sell[®] Office in compliance with all applicable local, state, and federal laws and regulations, including licensing laws regulating real estate brokers and salespersons, codes and bylaws of REALTOR[®] associations and Multiple Listing Services, and real estate settlement and fair housing laws, and in such a manner so as to legally comply therewith and to promote a good public image in the business community. In connection therewith, You will be solely and fully responsible for obtaining any and all licenses to carry on the Help-U-Sell[®] Office, including without limitation, a real estate broker license. You are solely responsible for any penalties or fines assessed for failure to abide by such laws and regulations.

c. Management. You are responsible for the management of the Help-U-Sell[®] Office. You must ensure that the Designated Broker complies with all supervisory and other legal and ethical duties with respect to the Associates and their training, conduct, and performance.

d. Payment of Obligations. You must promptly pay all monies owed to Us or any third party, which includes but is not limited to, unemployment, sales taxes, or an indebtedness that You incur in connection with Your Help-U-Sell[®] Office. If You have a bona fide dispute as to the liability for taxes assessed or other indebtedness, You may contest it by following the procedures of the taxing authority or applicable law; however, in no event will You permit a tax sale, seizure by levy, execution, or similar writ or warrant, or attachment by a creditor to occur against the Help-U-Sell[®] Office.

e. Other Agreements. You must comply with all third-party agreements related to the Help-U-Sell[®] Office.

f. Ownership of Office. You must own and control the Help-U-Sell[®] Office, and if requested, You will promptly provide Us with satisfactory proof of such ownership. The Statement of Ownership, Exhibit III, is incorporated by reference and is true, complete, accurate, and not misleading. Should the information in the Statement of Ownership change (by incorporation, forming an LLC, adding a partner or family member, or if you contemplate a sale of your Franchise, You must obtain Our prior written approval. Such approval will only be granted if any new person(s) that shall be added to the Ownership will be required to complete the Franchise Application Form and provide all necessary/requested financial information (including a copy of his/her/their credit report(s) to Us. Once the application process is completed and approved by Us, any new person(s) shall sign any Amendments provided by us regarding the change in ownership and shall be required to sign a Guaranty attached as Exhibit II. In addition, if You are an entity, all of Your equity owners must sign the Guaranty attached as Exhibit II.

g. Hours of Operation. You must operate Your Help-U-Sell[®] Office during the business hours and provide services according to the schedules as may be designated by Us.

h. Employees and Associates. You, Your employees, and Associates must render competent and courteous service to clients.

i. Training of Employees. You must train Your employees with the operational standards that are part of the System, and You are responsible for their compliance.

j. Remodeling and Upgrading. You are required to remodel or update the Office in order to comply with the image, standards of operation, and performance capabilities established by Us. If We require You to do so, We will give You a reasonable period of time to comply with the required changes. Changes could include, but are not limited to, fixtures, equipment, or software. All changes will be at Your expense.

k. Referrals. If You do not provide the real estate services requested by a prospective client due to personal, legal, or ethical reasons, You must comply with Our referral requirements. (See section 11.2 Royalty Payments.)

l. WebTools. You must use such web tools and software programs that We may designate from time to time. As long as We provide and host a template website for Your listing inventory, You may use Our website. If We discontinue Our website, You may, with Our prior written consent, develop Your own website, however it must conform to Our standards and specifications.

m. Client Services. You must have Your clients execute an agreement substantially in a form that has been approved by Your local state authorities. You must comply with the terms and conditions of that agreement.

n. Quality Initiative Programs. The quality initiative programs determine the level of consumer satisfaction with the Help-U-Sell[®] System, and Your participation is required. This means that You may need to pay the costs and expenses of participation and conduct customer and market surveys.

o. Telephone Calls. All phone calls must be answered per the Policy Manual, and all calls must be answered by a person during usual and customary business hours or by the next business day. No other business may share the same telephone number as the Office without Our prior written approval.

p. Forms. It is Your responsibility to make sure that all forms and documents that We provide adhere to Your local and state laws and regulations. We advise that You seek legal counsel.

q. Fees For Services. A major component of the System is the use of a menu of real estate services that may be purchased by clients on an a la carte basis. You will offer real estate services to Your clients while attempting to save Your clients money compared to the traditional broker fee, whether charged at traditional rates or discount rates. We may provide You with guidelines and suggested fees for the menu of real estate services, however, We do not dictate the fees You charge. Fees are set by each franchise owner or each Help-U-Sell[®] Office and may be negotiated between You and Your clients.

r. IDX-VOW Service. You are responsible for paying all costs associated with IDX-VOW. If unavailable through Your MLS Board, We may contribute towards this fee.

10.2 Office Telephone Number

The telephone number for Your Help-U-Sell[®] Office must have a prefix that is used in the area of the Office Location (and not a toll-free number). Telephone and other directory listings for the Office must have Your approved trade name and the physical address of the Office Location.

10.3 Administrative Fee

There is a \$250 Monthly Administrative Fee that is payable in addition to Royalties with the following terms and conditions:

- a. The Administrative Fee is due by the 5th of each month via mail or in any way directed by Us.
- b. The Administrative Fee is subject to the same interest and late charges as the Royalties, which is described in Section 11.2.
- c. The Administrative Fee will be used to pay, and offset costs associated with Our operations.
- d. The Administrative Fee may be increased annually on a calendar year basis (January 1) by five percent (5%) or the Consumer Price Index for all Urban Consumers (CPI-U), whichever is greater.

We reserve the right to revise, amend, terminate, or change the Administrative Fee with 30 days written notice.

- e. If this Agreement terminates (for any reason) before the end of the Term or any renewal periods, You are required to pay the Administrative Fee to Us for each month remaining of the Term or renewal period.

ROYALTIES

11.1 Royalty.

You agree to pay to Us, a royalty fee ("**Royalty**") equal to 6% of the total amount of Your "Gross Revenue" (defined in Section 11.3 below).

11.2 Royalty Payments.

Royalty payments must be paid the day that You receive or have the right to receive Gross Revenue. If a third-party intermediary (such as an escrow company or attorney) closes the transaction, You must direct the third party to pay the Royalty directly to Us utilizing the forms We may provide for such direct payments. With sixty-day (60) written notice, We may require You to execute an authorization agreement for prearranged payments of Royalties, Administrative Fees, and other amounts owed by You in any way We direct. By the 5th business day after each completed transaction, you must enter the required transaction details into the OMS (Office Management System). A \$25.00 late fee will be assessed for any transaction reported after the 5th business day. We have the right to verify the information You report in a reasonable manner. Should You have insufficient funds in Your account or fail to pay any Royalties or the Administrative Fee within ten (10) days of the due date, You must pay, in addition to what is owed, interest from the due date at the highest legal rate for open account business credit, not to exceed 1½% per month plus a \$25 late charge. We are not obligated to accept late payments.

11.3 Gross Revenue.

"**Gross Revenue**" means the aggregate amount of revenue, income, receipts, commissions, consultation fees, and revenue or fees earned, derived and/or received in any manner and whether in cash or its equivalent, notes, property, in kind, barter/exchange (calculated as full retail value) or otherwise by You from the operations of the Help-U-Sell® Office or services rendered in connection therewith. Gross Revenue may come from, but is not limited to, the following: (1) all transactions involving the purchase, sale, lease, rental, hypothecation, license, exchange, or other transfer or disposition of any interest in real estate; (2) all other transactions for which a real estate license is required; (3) transactions in which the Trademarks, the Trade Name, or the System is used; (4) the sale of any products or services We developed or made available; (5) property management services; (6) loan brokerage activities; (7) escrow services, (8) title services, (9) insurance services; or (10) for-sale-by-owner kits or other retail products revenue, (11) referral fees or (12) other services from Your Help-U-Sell® Office. However, Broker Price Opinions (BPOs) are exempt from Gross Revenue.

11.4 Application of Payments.

We have the right to set-off any amounts You owe Us against any amounts We might owe You.

QUALITY CONTROL

12.1 Compliance with Policy Manual.

You must maintain and operate Your Help-U-Sell® Office in compliance with this Agreement and the standards and specifications contained in the Policy Manual, which We may modify from time to time.

12.2 Standards and Specifications.

We will make available to You, standards and specifications for services, products, and supplies offered at or through the Help-U-Sell® Office. We reserve the right to change standards and specifications with 30 days written notice to You.

12.3 Computer System, Electronic Communications & Web Tools.

(a) Computer System. You shall equip and maintain at Your Help-U-Sell® Office computer hardware, software, other equipment, and services as We require at Your expense. We reserve the right to require You to purchase and license equipment and services from Us or from Our designated or approved suppliers. You must have a high-speed Internet service at Your Help-U-Sell® Office at Your expense. We have the right to require You to upgrade or make changes to Your Computer System, Electronic Communication tools, and Web tools with thirty days' notice (30 days).

(b) Electronic Communications. We may assign one or more electronic mail accounts and domain names to You, and You may use such accounts and domain names for all Help-U-Sell® Franchise Business. You must also participate in Our intranet communication system if We create and maintain such a system in the future for the purpose of facilitating communication among Us and all Help-U-Sell® Office operators and to abide by the terms of use governing it. Information on Our intranet system and the terms of use governing Our intranet system will be deemed to be incorporated into the terms of the Policy Manual and any violations of such terms of use will be treated as a violation of the rules governing the Policy Manual and as a violation of the Franchise Agreement. We have the right to access all electronic communications using the electronic mail accounts assigned to Your Help-U-Sell® Office, whether addressed to an individual or to the Office. You understand that You have no reasonable expectation of privacy in the information and data communicated, stored, or received using the Office electronic mail accounts. Furthermore, You consent to Our monitoring Office electronic mail and accessing, and monitoring Office electronic mail accounts will not constitute a violation of Your or any individual's privacy rights. You have the obligation to inform Your employees of this policy.

(c) Web Tools; Software. You must use websites, web tools and software programs that We designate from time to time, and which are developed, supplied, hosted or operated through Us or through sources designated or approved by Us. If We discontinue Our website, You may, with Our prior written consent, develop Your own website. It must conform to Our standards and specifications. Additionally, We have the right to post information about Your Help-U-Sell® Office, including the names of the individuals who own and operate Your Help-U-Sell® Office, on Our intranet system and on Our website. You also agree to license specified software from Us if We create software in the future, or from Our designated supplier(s) and to abide by the terms of all such license agreement(s).

(d) Limitation of Liability. IN NO EVENT ARE WE, OUR AFFILIATES, OR ANY OF OUR SUPPLIERS LIABLE FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE CONTENT DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION IN CONNECTION WITH OUR WEBSITE, WEB TOOLS, OR SOFTWARE PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. IN NO EVENT ARE WE, OUR AFFILIATES, ANY OF OUR SUPPLIERS, OR THIRD-PARTY DEVELOPERS LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) RELATED TO OUR WEBSITE, WEB TOOLS, SOFTWARE PROGRAMS, OR RESULTING FROM YOUR OR ANY CLIENT'S USE OR INABILITY TO USE THE WEBSITE, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE (EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES). YOU AGREE THAT IN NO EVENT ARE WE, OUR AFFILIATES, OUR SUPPLIERS, OR THIRD-PARTY DEVELOPERS' LIABILITY HEREUNDER EXCEED U.S. \$1,000.

(e) Disclaimer. OUR WEBSITE, WEB TOOLS AND SOFTWARE PROGRAMS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. WE DO NOT REPRESENT OR WARRANT TO YOU,

AND EXPRESSLY DISCLAIM ANY WARRANTY THAT OUR WEBSITE, WEB TOOLS OR SOFTWARE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO OUR WEBSITE, WEB TOOLS OR SOFTWARE PROGRAMS, AND EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR CLAIM OF INFRINGEMENT. WE GIVE NO WARRANTY WITH RESPECT TO INTERNET CONNECTIVITY AND EXPRESSLY EXCLUDE ANY SUCH WARRANTY.

(f) Indemnification. You indemnify and hold harmless Us, Our Affiliates, and Our successors and their respective directors, officers, members, employees and agents, from and against any and all claims, actions, losses, damages, expenses, suits, proceeding, judgments, and costs of any kind whatsoever (collectively, “**Claim**”), including reasonable attorneys' fees and expenses, arising out of or relating to: (i) the functionality or performance, or failure to perform, of any computer hardware, software, electronics communications services, data management, website or web tool provided or made available through Us, or Our Affiliates or suppliers approved or designated by Us, unless and except the Claim is a direct result of Our **gross negligence**; (ii) any allegation or claim that any content furnished by You for incorporation into Our website or intranet infringes upon the rights of any third party, or (iii) any material breach of Your obligations under this Section 5.

12.4 Inspections.

We will have the right to examine the Office Location. We will conduct such inspections during regular business hours, and You may be present at such inspections. We reserve the right to conduct the inspections without prior notice to You.

12.5 Restrictions on Services and Products.

You are prohibited from offering or selling any services or products and from utilizing means of distribution not authorized by Us. However, You may seek Our written approval to offer or sell previously unauthorized items. Our approval must be in writing – lack of response does not constitute approval.

12.6 Approved Suppliers.

You may be required to purchase equipment, products, services, supplies, and materials required for the operation of the Help-U-Sell® Office from suppliers designated by Us or from such other suppliers who meet all of Our specifications and standards.

12.7 Variations in System

Uniformity of the Marks, Policy Manual, and System by Our franchisees may not be possible or practicable due to varying conditions. Therefore, at Our discretion, We may accommodate Your special needs that may result from the peculiarities of a particular site or location, density of population, business potential, population of trade area, existing business practices, requirements of local law, or any other condition that We deem to be important to the successful operation Your Help-U-Sell® Office.

EXCLUSIVE RELATIONSHIP

13.1 Other Real Estate Business.

You must deal exclusively with Us and the Help-U-Sell® System in all business interests and endeavors involving real estate services to others, this includes but is not limited to: (1) all transactions involving the purchase, sale, lease, rental, hypothecation, license, exchange, or other transfer of any interest in real estate, such as time shares, mobile homes, and manufactured homes; (2) all other transactions that requires a real estate license (regardless of the form of payment receive); (3) transactions where the Trademarks, the Trade Name, or the System are used, which includes any transaction where personal property is bought or sold; (4) the sale of any products or services developed or made available by Us; (5) property management services; (6) loan brokerage activities; (7) escrow services; (8) title services; (9) insurance services; or (10) for-sale-by-owner kits (collectively referred to as "**Other Real Estate Business**"). All Other Real Estate Business must be part of the System, associated with the Marks, and may be offered by Us, or may be established and subject to control by Us separate from and independent of the Help-U-Sell® System and the System associated with the Marks. Any Other Real Estate Business other than businesses or activities falling under the definition of "Competitive Business," require Our prior written approval and must be differentiated from Your Help-U-Sell® Office by using separate signage, business cards, and other items, so as to not confuse the public as to the products and services offered through the Help-U-Sell® Office.

13.2 Non-Competition During Term.

In addition to Our Marks, We have also licensed commercially valuable information that comprises and is a part of the System, and the value of this information derives not only from the time, effort, and money that went into its compilation, but from the usage of it by all of Our franchisees. Therefore, during the term of this Agreement, neither You, any Principal Owner, Designated Broker, nor any of Your officers, directors, shareholders, partners, members, managers, or any member of his or her immediate families, will:

- a. have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business";
- b. perform services as a director, officer, partner, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business; or
- c. divert or attempt to divert any business, client, or account of the Help-U-Sell® Office to any Competitive Business by any direct inducement or otherwise.

The term "Competitive Business" as used in this Section 13.2 means any business offering or any business granting franchises/licenses to others to operate a business that offers, real estate services for the purchase, sale, exchange, and leasing of commercial and residential real estate, whether on a Fee-For-Services or Percentage-Commission-Services basis; or, additionally, any business offering or selling any product or service which has been offered through Help-U-Sell® Offices – provided, however, Associate will not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

MARKS, TRADE NAMES AND PROPRIETARY INTERESTS

14.1 Marks.

You hereby acknowledge that We have the sole right to license and control Your use of the Help-U-Sell® Service Mark and other of the Marks, and that the Marks will remain under the sole and exclusive control of Us or such company. You acknowledge that You have not acquired any right, title, or interest in the Marks except for the nonexclusive right to use the Marks in the operation of Your Help-U-Sell® Office as it is governed by this Agreement. You agree not to use the Marks as part of an electronic mail address, or on

any sites on the Internet and You agree not to use or register such Marks as a domain name on the Internet. Any unauthorized use of the Marks by You will constitute a breach hereof and an infringement of Our rights in and to the Marks.

14.2 No Use of Other Marks.

Only “Help-U-Sell®” or such other Marks that We specify may be used to promote or operate Your Help-U-Sell® Office.

14.3 System.

We own and control the System. The System includes, but is not limited to, Office Location, required computer hardware and software, forms, real estate services and marketing techniques, and promotional materials, which are Our trade secrets, and We have valuable rights in and to such trade secrets. You have not acquired any right, title, or interest in the System other than the right to use the System in the operation of Your Help-U-Sell® Office.

14.4 Effect of Termination.

Upon termination of this Agreement, You must immediately end use of the System, Marks, trade names, trade secrets, copyrights, and any other symbols used to identify the Help-U-Sell® Office because Your right to them have automatically ceased. Furthermore, You will execute any documents of assignment needed to transfer any rights You may possess in or to the Marks to Us.

14.5 Trademark Infringement.

If You become aware of any possible infringement or illegal use of a trademark that is the same as or confusingly similar to the Marks, You must notify Us in writing. We will determine what action (if any) that will be taken. We may commence or prosecute such action in Our name and may join You as a party if We determine it to be reasonably necessary for the continued protection and quality control of the Marks and System. We will bear the reasonable cost of any such action, including attorneys’ fees. You must fully cooperate with Us or Our affiliate in any such litigation.

14.6 Franchisee’s Business Name.

We have a prior and superior claim to the Help-U-Sell® Trade Name. You will not use the words “Help-U-Sell®” or any confusingly similar designation in the legal name of Your corporation, partnership, or any other business entity used in conducting the Office. Without Our written consent, You will not register a trade name using the words “Help-U-Sell®” or any confusingly similar designation in Your name or that of any other person or business entity. You must operate Your Office under the trade name in Exhibit I. You will, in all signage and promotional materials, display Your business name and trade name only in obvious conjunction with the phrase “Help-U-Sell® Licensee,” “Help-U-Sell® Franchisee,” “Each Office is Independently Owned and Operated” or with such other words and in such other phrases to identify Yourself as an independent owner of the Office, as may from time to time be prescribed in the Policy Manual.

14.7 Change of Marks.

Should We modify, discontinue, substitute, or develop additional Marks, You will, at Your sole expense, take the steps needed to comply with the changes.

REPORTS, RECORDS, AND FINANCIAL STATEMENTS

15.1 Franchisee Reports.

At Your own expense, You will maintain bookkeeping, accounting, data processing, and real estate transaction processing systems that conform to the specifications We prescribe. You will also provide Us with electronic access to the data in Your computer related to the Office. Additionally, You must provide Us with any reports that We request, including without limit:

a. By the 5th day following a completed transaction, you must enter all the required transaction details into the OMS (Office Management System).

b. We may require Financial statements, prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), including a quarterly profit and loss statement and balance sheet for Your Help-U-Sell[®] Office,

c. Federal income tax returns and annual unaudited financial statements, compiled or reviewed by an independent certified public accountant in good standing and prepared in accordance with GAAP; and

d. Within 30 days of Our written request, You will also provide copies of all other reports, financial statements, and records.

We reserve the right to disclose data derived from such reports, without identifying You, except to the extent required by law.

15.2 Verification.

You must sign and verify all reports and financial statements to be submitted to Us.

15.3 Books and Records.

You will maintain all books and records for Your Help-U-Sell[®] Office in accordance with GAAP, consistently applied, and preserve these records for at least five years after the end of the fiscal year to which they relate.

15.4 Audit of Books and Records.

You will permit Us to inspect and audit the books and records of Your Help-U-Sell[®] Office on-site. Additionally, within 10 days of Our request, You must provide Us with copies, at Your expense, of such books and records of Your Help-U-Sell[®] Office as We may request for audit and inspection. If any audit discloses a deficiency in amount of payments owed to Us, then such amounts will become immediately payable to Us with interest from the date the payments were due at the lesser of 18% per annum or the maximum rate allowed by law. If You receive advance notice from Us and (i) fail to have the books and records available for such audit; (ii) fail to send copies of the books and records We request or otherwise fail to cooperate; or (iii) if an understatement of Gross Revenue for the period of any audit is determined by any such audit or inspection to be greater than 5%, You will reimburse Us for the cost of such audit or inspection, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of Our employees and designees..

15.5 Failure to Comply with Reporting Requirements.

Your failure to comply with the requirements of Section 15 will be treated as good cause for termination of this Agreement. In addition to all other remedies available to Us, if You fail to prepare and submit any statement or report required in Section 15 for three consecutive reporting periods, We will be entitled to make an audit, at Your expense, of Your books, records, and accounts.

ADVERTISING

16.1 Approval and Use of Advertising

Our prior written approval may be required for all written advertising, marketing, or promotional programs not previously approved by Us. Any proposed advertising, marketing, or promotional program not previously approved must be submitted to Us at least 10 days prior to publication, broadcast, or use for approval. You are required participate in any promotional campaigns and advertising and other programs that We periodically establish.

16.2 Local Advertising

We recommend you spend a minimum each month on local marketing and advertising. This amount is either 5% of your monthly Gross Commission Income (GCI) or 10% of your total operating expenses (including marketing), whichever is greater.

16.3 Advertising Materials

We may, but are not obligated to, periodically create, develop, prepare, or produce marketing and advertising materials for use by You. We may provide these materials to You or to a Regional Advertising co-op. We reserve the right to charge a fee for the cost of such materials.

16.4 Electronic Advertising

You and Your Office may develop, create, distribute, disseminate, or use any Internet advertising or website, or any multimedia, telecommunication, mass electronic mail, facsimile or audio/visual advertising, promotional or marketing materials, directly or indirectly related to the Help-U-Sell® Mark or the System ("**Electronic Advertising**"), subject to our review. We retain the exclusive right to develop and control the content of all Electronic Advertising for the Help-U-Sell® Offices. We reserve the right, upon 30 days prior written notice, to require You to participate in any Electronic Advertising of Help-U-Sell® Services sponsored by Us. If We permit You to develop any Electronic Advertising, You must do so in strict compliance with Our policies and rules regarding the creation, maintenance, use and content of such Electronic Advertising as set forth in this Agreement or the Policy Manual. You must reference Our URL and website on all Electronic Advertising and written advertising.

TRANSFER

17.1 Transfer by Franchisee.

You will not transfer, assign, sub-franchise, or convey this Agreement or any interest without Our prior written consent. Prior to approving any transfer, We may impose reasonable conditions on You and Your purported transferee including, but not limited to, those conditions listed in Section 17.2. As used in this Agreement, the term "**transfer**" means and include the voluntary, involuntary, direct or indirect assignment, sale, encumbrance, gift or other disposition by You (or any of Your owners) of any interest in: (1) this Agreement; (2) Your ownership; or (3) the Office or any assets of the Office. The term "transfer" includes an assignment, sale, encumbrance, gift or other disposition, including those transfers described in Sections 17.5 and 17.7 and those resulting from a divorce, insolvency, corporate or partnership dissolution proceeding, merger, change of control, operation of law or, in the event of Your death, or the death of an owner of the franchise entity, by will, declaration of or transfer in trust or under the laws of intestate succession. For the purposes of this Section 17, "**change of control**" of a franchisee that is an entity means a transfer, new issuance or assignment of 49% or more of the franchisee's beneficial equity ownership interests.

17.2 Pre-Conditions to Franchisee's Transfer.

You may not transfer Your rights under this Agreement or any interest in it, or any part or portion of any entity that owns the franchise or any portion of the assets of Your Help-U-Sell® Office, unless You obtain Our written consent and comply with the following requirements:

- a. Payment of all amounts due and owing pursuant to this Agreement by You to Us, Our affiliates, and to third parties holding a security interest in any asset of the Office;
- b. Agreement by the proposed transferee to satisfactorily complete the initial training program described in this Agreement, which training must be completed by the transferee immediately after the transfer;
- c. Execution of a Franchise Agreement in a form then currently offered by Us, which will supersede this Agreement in all respects. If a new Franchise Agreement is signed, the terms thereof may differ from the terms of this Agreement; provided, however, the transferee will not be required to pay any additional initial franchise fee;
- d. Provision by You of written notice to Us 30 days prior to the proposed effective date of the transfer, such notice to contain information reasonably detailed to enable Us to evaluate the terms and conditions of the proposed transfer;
- e. The proposed transferee must have provided all information to Us including, without limitation, a franchise application and financial statement, sufficient for Us to assess the proposed transferee's business experience, aptitude, and financial qualification, so We may ascertain that the proposed transferee meets such qualifications;
- f. An onsite audit may be required before the transfer is executed. The selling party must pay all expenses associated with an onsite audit. The cost of the audit will be billed at then current rates, and may include travel expenses and other incidental expenses of the auditor;
- g. Execution by You (and/or Your transferring owners) of a general release, in a form satisfactory to Us, of any and all claims against Us and Our affiliates and their respective officers, directors, employees and agents;
- h. Payment by You or the proposed transferee of \$2,000.00, which payment will include initial training expenses incurred by Us to train the transferee (the transfer fee includes training for one owner or their designee).
- i. The transferee is a licensed real estate broker in good standing in the jurisdiction where the Office Location is located or is a group, individual, or entity that has retained or employed a licensed real estate broker, in good standing in the jurisdiction where the Office Location is located, as the Designated Broker;
- j. You enter into an agreement to subordinate Your interest in the transferee's obligations to Us (including the payment of all fees) and any obligations of the transferee to make installment payments of the purchase price to You;
- k. You have paid the remaining balance of any promissory note to Us;
- l. You are not in default under any provision of this Agreement; and
- m. The transferee does not participate in or own more than 5% in any non-Help-U-Sell® Real Estate Businesses unless converting to a new Help-U-Sell® Franchise. (See section 13.2)

You will not be released or relieved of any continuing obligation under this Agreement, including the confidentiality provision, the noncompetition provision, or trade-secret covenants, by virtue of an assignment or permitted transfer.

17.3 Franchisor's Approval of Transfer.

Upon receipt of a completed Transfer Package, We have 30 days to approve or disapprove, in writing, Your proposed transfer.

17.4 Right of First Refusal

In the event You wish to transfer Your rights under this Agreement or any interest in it, or any part or portion of any business entity that owns it, or all or a substantial portion of the assets of the Help-U-Sell® Office, You agree to grant to Us a 30 day right of first refusal to purchase such rights, interest, or assets on the same terms and conditions as are contained in the written offer to purchase submitted to You by the proposed purchaser; provided, however, the following additional terms and conditions will apply:

- a. You must notify Us of such offer by sending a written notice to Us and enclosing a copy of the written offer from the proposed purchaser;
- b. The 30 day right of first refusal period will run concurrently with the period in which We have to approve or disapprove the proposed transferee;
- c. Such right of first refusal is effective for each proposed transfer and any material change in the terms or conditions of the proposed transfer will be deemed a separate offer on which a new 30 day right of first refusal will be given to Us;
- d. If the consideration or manner of payment offered by a third party is such that We may not reasonably be required to furnish the same, then We may purchase the interest that is proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the cash consideration, then a mutually agreed upon independent appraiser will be selected, whose determination will be binding upon the parties. All expenses of the appraiser will be paid for equally between the parties; and
- e. If We choose not to exercise Our right of first refusal, You are free to complete the sale, transfer or assignment, subject to compliance with Sections 17.2 and 17.3 above.

17.5 Specific Types of Transfers.

Our right to approve or disapprove of a proposed transfer applies (1) if You are a partnership or other business association, to the addition or deletion of a partner or members of the association or the transfer of any partnership or membership among existing partners or members; (2) if You are a corporation or limited liability company, to any proposed transfer or assignment of 49% or more of the stock, membership interests or entity ownership of the corporate franchisee, whether such transfer occurs in a single transaction or several transactions; (3) if You are an individual, to the transfer from such individual or individuals to an entity controlled by them, in which case Our approval will be conditioned upon: (i) the continuing personal guarantee of the individual (or individuals) for the performance of obligations under this Agreement; (ii) a limitation on the entity's business activity to that of operating the Help-U-Sell® Office and related activities; and (iii) other reasonable conditions; and (4) if the proposed transfer is to an immediate family member of You or if You are an entity, to an immediate family member of the owner(s) of Your entity. With respect to a proposed transfer as described in subsection (1), (3) or (4) of this Section, We will waive any transfer fee chargeable to You for a transfer under these circumstances.

17.6 Assignment by the Franchisor.

This Agreement is fully assignable by Us and will inure to the benefit of any assignee or other legal successor in interest, and We will be fully released. We may sell Our assets, the Marks, or the System outright to a third party, may go public, may engage in a placement of some or all of Our securities, may merge, acquire other corporations or be acquired by other corporations, or may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. As for any or all these sales,

assignments and dispositions, neither We nor Our assignee shall have liability to You for any change to Your business circumstances or business operations as may result from the sale, assignment, or other disposition.

17.7 Franchisee's Death or Disability.

Upon Your death or permanent disability, the executor, administrator, conservator, guardian, or other personal representative of such person must transfer Your interest in this Agreement. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance) will be completed within a reasonable time, not to exceed 180 days from the date of death or permanent disability, and will be subject to all terms and conditions applicable to transfers contained in this Section 17. Failure to transfer the interest in this Agreement or interest in Your entity within said period of time constitutes a breach. The term "permanent disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent You from supervising the management and operation of the Help-U-Sell® Office for a period of 120 days from the onset of such disability, impairment, or condition.

TERM, NON-RENEWAL, AND EXPIRATION

18.1 Term.

The term of this Agreement is for a period of five years.

18.2 Renewal.

If You continue to operate the Office beyond the term of this Agreement (or any subsequent renewal period), it will be deemed to be on a month-to-month basis under the terms of this Agreement. Even if you don't sign a renewal, you will be subject to all the terms and conditions of this agreement including but not limited to royalties and administrative fees and subject to termination upon 30-day notice from us or as required by law. If the holdover period exceeds 90 days, this Agreement may be subject to immediate termination by us unless applicable law requires a longer period. You will still be bound to Sections 19.3, 21.1, 21.2 and 21.3 and all other applicable post-termination obligations in this Agreement upon termination after any holdover period.

We may offer the option to renew for an additional five-year term. If We offer the renewal and You do not agree within 30 days of end of term or within 30 days of Our offer, whichever is later, we have the right to charge an additional 5% Royalty Fee plus double the then current Administrative Fee will become due and payable on all Gross Revenue on a monthly basis. Additional Royalty and/or Administrative Fees will begin 30 days after Our offer or expiration of term, whichever is later, and continue until renewal is signed or office is terminated subject to the terms of Section 11, and for as long as office is open and operating.

18.3 Rights Upon Expiration.

At the end of the initial term and each renewal period, You may have the option to renew Your franchise rights for an additional term of five years if We do not exercise Our right not to offer a successor franchise in accordance with Section 18.5 below and if You:

- a. At least 90 days prior to expiration of the term, execute the form of Franchise Agreement then in use by Us, which may contain provisions materially different than those contained in this Agreement;
- b. Are in current good standing as a Help-U-Sell® Franchisee and in compliance with this Agreement. "Compliance" means, at a minimum, that You have not received more than three written notifications of breach from Us and are following all aspects of the Policy Manual;

- c. Execute a general release of any and all claims against Us;
- d. Pay a successor franchise fee in the amount of \$2,000, which is due and payable upon execution of Our then current Franchise Agreement and will be nonrefundable under all circumstances once paid; and
- e. Attend and complete any certification or training program designated by Us.

If you come to the end of your term of this agreement and wish to exercise your right not to renew, you must give us in writing a 30-day notice of non-renewal. If you are current with all your obligations to us, a non-renewal letter will be issued. If you are not current with all your obligations, a letter will be issued outlining what you need to do to meet your obligations to us. When your obligations have been met, we will issue you a release letter.

We reserve the right to seek to recover all amounts owed by you to us, damages for loss of the franchise, attorney and collection fees and costs to the extent allowed by law.

18.4 Exercise of Option for Successor Franchise.

You may exercise Your option for a successor franchise by giving written notice to Us not fewer than 30 or more than 60-days prior to the scheduled expiration of this Agreement. Your successor franchise rights will become effective by signing the new Franchise Agreement and by paying the successor franchise fee; however, an additional initial franchise fee will not be charged.

18.5 Conditions of Refusal.

We are not obligated to offer You a successor franchise upon the expiration of this Agreement if You fail to comply with any of the above conditions of renewal. In such event, We will give You notice of expiration at least 180 days prior to the expiration of the term (unless such refusal is due to Your failure to comply with Section 18.3, including subsections), and such notice will set forth the reasons for such refusal to offer successor franchise rights. Upon the expiration of this Agreement, You must comply with the provisions of Section 19.3 below.

DEFAULT AND TERMINATION

19.1 Termination by Franchisor - Effective Upon Notice.

If any of the following occur, We reserve the right to terminate this Agreement without affording You an opportunity to cure any default (subject to state law), such termination is effective upon Your receipt of notice:

- a. **Unauthorized Disclosure.** You intentionally or negligently disclose to an unauthorized person any part of Our Policy Manual; any other trade secrets; or any confidential information;
- b. **Abandonment.** You cease to operate the Office, lose the right to occupy the Office Location, or otherwise abandon the Office for any period that indicates an intent by You to discontinue operation of Your Office. Force majeure does not equate abandonment;
- c. **Insolvency; Assignments.** You become insolvent or are adjudicated a bankrupt; or any action is taken by You, or by others against You under any insolvency, bankruptcy, or reorganization act (this provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.), or if You make an assignment for the benefit of creditors, or a receiver is appointed by You;
- d. **Unsatisfied Judgments; Levy; Foreclosure.** Any material judgment (or several judgments that in the aggregate are material) is obtained against You and remains unsatisfied or of record for 30 days or longer (unless a supersedes or other appeal bond has been filed); or an execution is levied against Your Office or any of the property used in the operation of Your Help-U-Sell® Office and is not

discharged within 5 days; or if the real or personal property of Your Office is sold after levy thereupon by any sheriff, marshal or constable;

e. **Criminal Conviction or Revocation or Suspension of License.** You, any of Your principals, Your Principal Owner, or Designated Broker have their real estate license suspended or revoked; violate the Code of Ethics of the National Association of REALTORS[®], or other applicable REALTOR[®] association code of ethics; engage in other serious misconduct; or are convicted of a felony, a crime of moral turpitude, or any crime or offense that is reasonably likely, in Our sole opinion, to materially and unfavorably affect the System, Marks, goodwill or reputation thereof;

f. **Failure to Make Payments.** You fail to pay any amounts due Us or Our affiliates within ten days after receiving notice that such fees or amounts are overdue;

g. **Misuse of Marks.** You misuse or fail to follow Our directions and guidelines concerning use of our Marks and fail to correct the misuse or failure within 10 days after notification from Us;

h. **Repeated Noncompliance.** You have received more than two notices of default from Us within any 12-month period, regardless of whether the defaults were cured by You;

i. **Unauthorized Transfer.** You transfer or otherwise assign the franchise, an interest in the franchise or the franchisee entity, this Agreement, Your Help-U-Sell[®] Office, or a substantial portion of the assets of Your Help-U-Sell[®] Office owned by You without complying with the provisions of Section 17 above;

j. **Violation of Restrictive Covenants.** You, any related entity, or any individual subject to the restrictive covenants described in Sections 13 and 21 intentionally or negligently violates one or more of those covenants; or

k. **Misrepresentations or Omissions.** You make any material misrepresentations in Your application to be a franchisee.

19.2 Termination by Franchisor - Thirty Days' Notice.

We reserve the right to terminate this Agreement (subject to any state laws), effective upon 30 days written notice to You, if You or Your Designated Broker breach any provision of this Agreement except those listed in Section 19.1, and You fail to cure the default during a 30-day period. In that event, this Agreement will terminate without further notice to You, effective upon expiration of the 30-day period. Defaults will include, but are not limited to, the following:

a. **Failure to Maintain Standards.** You fail to maintain the then-current operating procedures and standards established by Us; or

b. **Deceptive Practices.** You engage in any unauthorized business or practice or sell any unauthorized product or service under Our Marks or under a name or mark that is confusingly similar to Our Marks; or

c. **Failure to Obtain Consent.** You fail, refuse, or neglect to obtain Our prior written approval or consent as required by this Agreement; or

d. **Failure to Comply with Manual.** You fail or refuse to comply with the then-current requirements of the Policy Manual; or

e. **Breach of Related Agreement.** You default under any term of any lease for the Office Location, any promissory note due to Us, or any other agreement material to Your Help-U-Sell[®] Office or any other Franchise Agreement or other agreement with Us or Our affiliates and such default is not cured within the time specified in such agreement.

Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot reasonably be cured within such 30-day period and You have commenced and are continuing to make good faith efforts to cure the breach during such 30 day period, You will be given an additional reasonable period of time to cure the same, and this Agreement will not terminate absent written notice from Us. In the event that any Termination by Us occurs prior to the expiration of the Franchise Agreement, a \$5,000 termination fee will immediately be due and payable. This fee is non-refundable.

19.3 Obligations Upon Termination or Non-Renewal.

Upon termination or non-renewal of this Agreement You must immediately:

- a. Pay Us all monies then owed to Us or Our affiliates pursuant to either this Agreement or to any other agreement, whether written or verbal. Maintain all books, records, and reports We require pursuant to this Agreement for one year after the termination or non-renewal and allow Us to inspect and audit the books and records during normal business hours to verify all amounts You owe Us;
- b. Cease to identify Yourself as a Help-U-Sell® Franchisee or publicly identify Yourself as a former franchisee or use any of Our trade secrets, signs, symbols, devices, trade names, trademarks, or other materials. If, within ten days after the effective date of the termination, You fail to remove the office signs and change the decor, return items, You give Us the right to enter Your premises and remove all signs and all other indicia of Your affiliation with Us and collect the items. You will reimburse Us for the cost of removal, storage, and disposition of these signs and other materials. We may retain the proceeds, if any, from any sale or other disposal to the extent necessary to offset the costs of removal, storage and disposition of the signs and materials and to offset any other amounts or obligation that You may then owe Us;
- c. Cease to identify the Office Location as being, or having been, associated with Us, and immediately cease using any of Our proprietary marks or any mark in any way associated with the Help-U-Sell® Mark and System, including email address(es) and domain names. Should You fail to assign Your email address(es) and domain name(s) that contain Help-U-Sell® within 10 days after termination, expiration, or non-renewal of this Agreement, You will incur an additional \$5000 charge in liquidated damages, plus the cost of enforcement, if necessary;
- d. Deliver to Us all marketing materials, training materials, forms, samples, pamphlets, and other materials bearing any of the Marks or otherwise identified with Us;
- e. Deliver to Us the Policy Manual and all other information, documents, and copies that are Our proprietary or provide proof of destruction; if You do not return Our Operations Materials to Us after termination, expiration, or non-renewal, You must pay Us \$5,000 in liquidated damages, plus Our cost of enforcement, if any;
- f. Cancel all fictitious or assumed names or equivalent registrations relating to its use of any Marks that are under Our exclusive control or, at the option of us, assign them to Us;
- g. Within 10 days of termination or non-renewal, notify the telephone company and all telephone directory publishers of the termination or expiration of Your right to use any telephone number and any regular, classified, or other telephone directory listings associated with any Mark and to authorize transfer to Us.
- h. Abide by all restrictive covenants set forth in Section 21; and
- i. Remove from the Internet all email addresses, websites, and domain names referring to Your former Help-U-Sell® Office or any of the Marks and cancel or assign to Us, in Our sole discretion, all rights to any email addresses, domain names, and websites on the Internet that refer to Your former Help-U-Sell® Office or any of the Marks, including email address(es) using Our Marks. Should You fail to assign Your email address(es), domain name(s) and website(s) using Our Marks to Us within 10 days

after termination, expiration, or non-renewal of the franchise agreement, You will incur an additional \$5000 charge in liquidated damages, plus the cost of enforcement, if necessary.

19.4 Right to Assume and Purchase.

Upon termination or non-renewal, We have the option to assume the Help-U-Sell® Office which may include, at Our option, any leasehold interest to the real estate upon which the Help-U-Sell® Office is located. In addition, We have the option to purchase any or all Help-U-Sell® related marketing materials and signage, at fair market value. The following additional terms apply to Our exercise of this option:

a. We will provide You with written notice of Our intention to exercise the option no later than the effective date of termination, in the case of termination, or at least 90 days prior to the expiration of the term of the franchise, in the case of nonrenewal.

b. Both parties agree that the terms and conditions of this right and option to assume and/or purchase. Further both parties agree to execute such additional documentation as may be necessary.

c. Both parties will set the closing for the purchase of the assets of the Help-U-Sell® Office to take place no later than 60 days after the termination or nonrenewal date. We will pay the purchase price in full at the closing, or, at Our option, in 12 equal consecutive monthly installments with interest at a rate of 10% per annum. You must sign all documents of assignment and transfer as are reasonably necessary for the assumption of the Help-U-Sell® Office or the purchase of its assets by Us.

d. During the time after We notify You of the exercise of the option but before the closing (“**Interim Period**”), We have the right to obtain an independent appraisal of the fair market value of the assets being purchased and, if We choose to obtain an appraisal, each of the parties will designate an independent appraiser who, in turn, will designate a third independent appraiser. The third appraiser’s determination will be binding on both parties. All expenses of the third appraiser shall be paid for by Us.

In the event that We do not exercise Our right to assume Your Help-U-Sell® Office as set forth above, You will be free to keep or to sell, after such termination or expiration, to any third party, all of the physical assets of the Help-U-Sell® Office; provided, however, that all appearances of the Marks are first removed in a manner approved in writing by Us.

19.5 State and Federal Law.

IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION, EXPIRATION, OR NON-RENEWAL ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW WILL GOVERN YOUR RIGHTS REGARDING TERMINATION, EXPIRATION, OR NON-RENEWAL OF THIS AGREEMENT.

BUSINESS RELATIONSHIP

20.1 Independent Businesspersons.

The parties are independent businesspersons, and their only relationship is by virtue of this Agreement and no fiduciary relationship is created. Neither party is liable or responsible for the other’s debts or obligations and each party will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party’s business authorized by or conducted pursuant to this Agreement. Neither party is an agent, employer, or partner of the other and does not have the authority to bind or incur liability on behalf of the other.

20.2 Payment of Third-Party Obligations.

We will have no liability for Your obligations to pay any third-party.

20.3 Indemnification.

You agree to indemnify, defend, and hold harmless Us and Our subsidiaries and affiliates along with their respective shareholders, directors, officers, employees, agents, successors, and assignees (the “**Indemnified Parties**”) against, and to reimburse them for, all claims, obligations, and damages described in (1) this Section; (2) any and all third party obligations described in Section 20.2; and (3) any and all claims and liabilities directly or indirectly arising out of the operation of Your Help-U-Sell® Office or arising out of the use of the Marks and System. For purposes of this indemnification, claims will mean and include all obligations, actual and consequential damages, and costs reasonably incurred in the defense of any claim against the Indemnified Parties, which costs include, without limitation, reasonable accountants’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. We will have the right to defend any such claim against Us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration, non-renewal, or termination of this Agreement.

RESTRICTIVE COVENANTS

21.1 Post-Termination Covenant Not to Compete

For a period of three years beginning on the date of termination, non-renewal, or transfer of this Agreement, You and Your officers, directors, shareholders, members, managers and/or partners will not have any direct or indirect interest (through a member of any immediate family of You or Your owners or otherwise) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity in any set fee model real estate business located or operating within a 15-mile radius of the Office Location, or within 15 miles of the Office Location of any other franchised Help-U-Sell® Office or any Help-U-Sell® Office owned by Us or Our affiliates, if such business:

- a. offers real estate services for the purchase, sale, exchange, or leasing of commercial or residential real estate (i) on a Fee-For-Services basis; or (ii) on a Percent-Commission-Services basis if the business features “discount services” and not services at traditional percentage commission rates commensurate with other real estate agents in the market area; or (iii) utilizing Our confidential information and trade secrets. For the purposes of this Section, any real estate agency or brokerage business deriving more than 20% of its gross revenue from real estate services provided on a Fee-For-Services or “discount services” basis will be conclusively considered a business that You are restricted from engaging in hereunder; or
- b. solicits or grants franchises or licenses to others to operate any Competitive Business.

The restrictions of this Section will not be applicable to the ownership in a business of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding. You and Your officers, directors, shareholders, members, managers and/or partners acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

21.2 Confidentiality of Proprietary Information.

You have not developed or been engaged in any program or system similar to the System. The System was unknown to You prior to the execution of this Agreement. You desire to learn and use the System to sell, buy, lease, and exchange real estate for others. We provide to You confidential and proprietary information and know-how of the System for You to use to establish and operate the Franchise. You will treat all information received which comprises or is a part of the System, including the Policy Manual, as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining Our written consent. You understand

that the Marks and the System have valuable goodwill attached to them and that their protection and maintenance is essential to Us. As such, any unauthorized use or disclosure of the Marks and System will result in irreparable harm to us. All ideas, concepts, techniques, or materials concerning a Help-U-Sell® Office, whether or not protectable intellectual property and whether created by or for You or Your owners or employees, must be promptly disclosed to Us and will be deemed Our sole and exclusive property, part of the HELP-U-SELL® System and works made-for-hire for Us. To the extent any item does not qualify as a “work made-for-hire” for Us, You assign ownership of that item, and all related rights to that item, to Us and agree to sign whatever assignment or other documents We request to show ownership or to help Us obtain intellectual property rights in the item.

21.3 Additional Remedies.

If You breach Section 13, Section 21.1, or Section 21.2 of this Agreement, it would be extremely difficult to fix the damages sustained by Us, as a result of that breach and it would be extremely difficult to ascertain to what extent You are using, exploiting, or disclosing parts of the System unique and proprietary to Us. Therefore, in the event of a breach of any covenants contained in Section 13 or Section 21.1, as a nonexclusive remedy, You must pay to Us a fee equal \$50,000 plus Our then current initial franchise fee for each Competitive Business or unauthorized Other Real Estate Business operating in violation of such covenants, plus 6% of such business’ Gross Revenue until expiration of the noncompetition period or cessation of the operation of any unauthorized Competitive Business or Other Real Estate Business. In the event of breach of Section 21.2, as a nonexclusive remedy, You must pay to Us a fee equal to \$50,000 for each violation of the covenant not to use or engage in the unauthorized disclosure of Our proprietary information. You agree to allow Us to examine and audit Your books, records, and operations during the period of the breach, in the case of a breach of Section 13 or Section 21.2, or during the three-year period, in the case of a breach of Section 21.1 to find out whether You have breached or violated this provision.

21.4 Enforceability of Covenants.

If, for any reason, any provision set forth in Section 13 or Section 21.1 are determined to exceed any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope permitted by law or court of law shall apply to this Agreement.

21.5 Continuing Obligations.

All obligations that survive non-renewal or termination of this Agreement continue in full force and effect subsequent to the end of this Agreement.

21.6 Confidentiality Agreement.

We reserve the right to require that You cause each of Your officers, directors, partners, shareholders, managers, members, Principal Owner and Designated Broker and, if You are an individual, immediate family members, to execute a Nondisclosure and Noncompetition Agreement containing the above restrictions, in a form approved by Us.

INSURANCE

22.1 Insurance Coverage.

You will procure, maintain and provide evidence of (i) automobile liability insurance covering all employees of Your Help-U-Sell® Office with authority to operate a motor vehicle in an amount not less than any statutorily imposed minimum coverage; (ii) unemployment and worker’s compensation insurance with a broad form all-states endorsement coverage sufficient to meet the requirements of the law; (iii) general liability insurance covering Your Office in an amount not less than \$500,000 for bodily injury and \$100,000 for property damage per occurrence; and (iv) errors and omissions coverage per occurrence in the minimum

amount of \$500,000. All such insurance policies must be issued by insurance carriers acceptable to Us and carry a maximum deductible of \$1,000 (\$5,000 for the errors and omissions insurance). All of the required insurance policies must name Us as an additional named insured, contain a waiver of the insurance company's right of subrogation against Us and provide that We will receive 30 days' prior written notice of termination, expiration, or cancellation of any such policy.

22.2 Proof of Insurance Coverage.

You will provide proof of insurance to Us prior to commencement of operations of Your Help-U-Sell® Office and will submit to Us annually a copy of Your insurance policies or other evidence of the renewal or extension of each required insurance policy. This proof will show that the insurer has been authorized to inform Us in the event any policies or bonds lapse or are cancelled. We have the right to change the minimum amount of insurance You are required to maintain by giving You 60 days prior written notice, giving due consideration to what is reasonable and customary in similar businesses and to reflect inflation and higher damage awards. Noncompliance with the insurance provisions set forth herein will be deemed a material breach of this Agreement; in the event of any lapse in insurance coverage, in addition to all other remedies, We have the right to demand that You cease operating Your Help-U-Sell® Office until coverage is reinstated, or, in the alternative, pay any delinquencies in premium payments and charge the same back to You.

MISCELLANEOUS PROVISIONS

23.1 Governing Law/Consent to Venue and Jurisdiction.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement will be interpreted under the laws of the state where Our principal place of business is located (presently Florida). Any dispute, action, or claim between the parties will be governed by and determined in accordance with the substantive laws of the state where Our principal place of business is located (presently Florida). The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts located in or serving the location where Our principal place of business is situated (presently, Sarasota, Florida.) In the event that We change Our principal place of business during the term of this Agreement, venue will be proper in the state and federal courts closest to that location. All parties waive their rights to a jury trial.

23.2 Injunctive Relief.

Nothing herein prevents either party from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies.

23.3 Modification.

This Agreement cannot be modified orally. This Agreement may only be modified by a signed and dated written agreement. However, We may unilaterally change or amend the Policy Manual.

23.4 Entire Agreement.

This Agreement, including any exhibits and schedules hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. No amendment or modification of this Agreement or any provision or attachment of this Agreement will be effective unless in writing and signed by both parties. Nothing in this Agreement or in any related agreement (including any integration clause/agreement) is intended to disclaim the representations We made in the franchise disclosure document.

23.5 Delegation by Us.

We have the right to delegate any and all obligations and duties hereunder to third parties.

23.6 Review of Agreement.

You have had a copy of our Franchise Disclosure Document in Your possession for a period of time not less than 14 calendar days, and this Agreement in Your possession for a period of time not less than 5 full business days, during which time You have had the opportunity to submit same for professional review and advice of Your choosing prior to freely executing this Agreement.

23.7 Professional Fees.

In the event of any default on the part of either party to this Agreement, in addition to all other remedies, the party in default will pay the aggrieved party all amounts due and all damages, costs, and expenses, including but not limited to reasonable attorney and collection fees, incurred by the aggrieved party in any legal action, arbitration or other proceeding as a result of such default, plus interest at the lesser of 18% per annum or the highest rate allowable by law, accruing from the date of such default.

23.8 No Waiver.

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by either party will be considered to imply or constitute a further waiver by either party of the same or any other condition, covenant, right, or remedy.

23.9 No Right to Set Off.

You may not set off amounts owed to Us for the Royalties, Administrative Fees, or other amounts due against any monies owed to You.

23.10 Payment of Taxes.

You will promptly reimburse Us the amount of all sales taxes, use taxes, personal property taxes, and similar taxes required to be collected or paid by Us on account of services or goods furnished by Us as required under this Agreement.

23.11 Invalidity.

If any provision of this Agreement is found to be invalid or unenforceable, such finder is hereby empowered and directed to modify the invalid or unenforceable provision to the least possible extent to make the provision valid and enforceable, as so modified, such provision will be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement will not be affected by such modification.

23.12 Notices.

All notices required to be given under this Agreement will be given in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentation of receipt, at the addresses set forth in the first paragraph of this Agreement or at such other addresses as either party may designate from time to time, and will be effectively given when deposited in the United States mails, postage prepaid, or when received via overnight delivery, as may be applicable.

23.13 Cumulative Rights

The rights and remedies of either party hereunder are cumulative.

23.14 Acknowledgement.

YOU UNDERSTAND THAT:

- A. THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON YOUR ABILITY AS AN INDEPENDENT BUSINESSPERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND
- B. NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND
- C. NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY DISCLOSURE DOCUMENT SUPPLIED TO YOU IS BINDING ON US IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date of Execution set forth below.

INFINIUM REALTY GROUP, INC.
A Delaware corporation

FRANCHISEE:

By: _____

By: _____

Its: Chief Operating Officer

Its: _____

Date of Execution: _____

Date: _____

ADDENDUM TO INFINIUM REALTY GROUP, INC.
FRANCHISE AGREEMENT

1. Office Location and Assigned Area. The Office Location in Section 3.1 of the Agreement will be ... The Assigned Area described in Section 3.2 will be a one-mile radius around ...

OR

Target Area. Both parties acknowledge that the Office Location cannot be designated in Section 1 above as a specific address because the location has not been selected and approved; therefore, within 60 days following the date of the Agreement, You will select and acquire a location for Your Help-U-Sell Office within the following geographic area ("Target Area"):

2. Initial Franchise Fee. The initial franchise fee payable by You under Section 4.1 of the Agreement will be \$17,750 and is due and payable in full contemporaneously with execution of the Agreement by certified check or other manner which provides immediately available funds.

3. Designated Broker. Your authorized Designated Broker is: _____

4. Trade Name. Your authorized trade name is: _____

5. Domain Name. Your authorized website domain is:
www.helpusell.com/_____ and www.helpusell.com

Additional domain names to be used by office for marketing purposes:

www._____com www._____com

Fully executed _____.

INFINIUM REALTY GROUP, INC.

By: Robert R. Stevens Jack Bailey
Its: Chief Operations Executive Officer

FRANCHISEE

Company Name

By:
Title:

RIDER TO ADDENDUM - LOCATION APPROVAL

1. **Office Location.** The Office Location is: _____

2. **Assigned Area.** The Assigned Area will be a one-mile radius around _____

Fully executed _____.

INFINIUM REALTY GROUP, INC.

By: ~~Robert R. Stevens~~ Jack Bailey
Title: ~~Chief Operations~~ Executive Officer

Company Name:

By:
Its:

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

Each of the undersigned (“**Guarantors**”) personally and unconditionally: (1) guarantees to Us and Our successors and assigns, for the term of this Agreement (including renewals), that he will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (2) will be bound by, and personally liable for the breach of, each and every provision in the Agreement and all obligations related thereto.

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by Us of the foregoing undertaking;
2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
4. Any right he may have to require that any action be brought against Us or any other person as a condition of liability; and
5. Any and all other notices and legal or equitable defenses Guarantor(s) is entitled to.

Each of the undersigned consents and agrees that:

1. Guarantor(s) immediate liability under this guaranty will be joint and several;
2. Guarantor(s) will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;
3. Such liability will not be contingent or conditioned upon pursuit by Us of any remedies against You or any other person; and
4. Such liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence that We may from time to time grant to You or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims.
5. Guarantor(s) is bound by the restrictive covenants and confidentiality provisions contained in this Agreement.

6. The governing law, consent to jurisdiction, and the costs and attorney's fees provisions of this Agreement also govern this Guaranty and are incorporated by this reference.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

GUARANTOR(S)

(Print Name)

Signature

Date: _____

Home Address

Telephone Number

EXHIBIT III

TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

Individual	Partnership	Corporation	Limited Liability Company
------------	-------------	-------------	---------------------------------

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed and provide a copy of the Partnership Agreement.

If a Limited Liability Company, provide name and address of each member and each manager showing percentage owned and indicate the state in which the Limited Liability Company was formed and provide a copy of the Operating Agreement.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each and provide a copy of the Sections of Incorporation and Bylaws, which must indicate who has authority to execute legally binding contracts.

You acknowledge that this Statement of Ownership applies to the HELP-U-SELL® Office authorized under this Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to the Franchisor in writing.

Signature

Print Name: _____

Date: _____

**EXHIBIT III-1
TO FRANCHISE AGREEMENT**

RIDER TO ADDENDUM – STATEMENT OF OWNERSHIP

1. You, Assignor, desire to transfer Your right, title, and interest in the above-referenced Franchise Agreement to Assignee. We hereby consent to this transfer.
2. Assignee will forward an original Certificate of Good Standing issued by the State of Incorporation, and a copy of the Sections of Incorporation, within 30 days of the date of this Amendment.
3. As of _____ You, Assignor, represent that You are current on Note payments, Continuing fees, and Monthly Reports and all other obligations.
4. The Shareholders of Assignee agree to execute the attached Joinder that will be attached to and become a part of the Franchise Agreement.
5. Except as specifically provided by this Rider, the terms and conditions of the Franchise Agreement continue in full force and effect.
6. This Amendment to the Franchise Agreement becomes effective when all parties have signed and is not binding upon Us until it is executed by Us.

Fully executed _____

INFINIUM REALTY GROUP, INC.

By: ~~Robert R. Stevens~~ Jack Bailey
Title: ~~Chief Operations~~ Executive Officer

("Assignee")

By:
Its:
Dated:

EXHIBIT V

**TO FRANCHISE AGREEMENT
AMENDMENT TO
HELP-U-SELL® FRANCHISE AGREEMENT
(RENEWAL)**

INFINIUM REALTY GROUP, INC. ("We") and _____ ("You") entered into a certain Help-U-Sell® Franchise Agreement ("**Renewal Agreement**") on _____, and desire to supplement and amend certain terms and conditions of such Renewal Agreement by this Amendment to Help-U-Sell® Franchise Agreement ("**Amendment**"). The parties therefore agree as follows:

1. Effectiveness of Renewal Agreement. As amended, the Renewal Agreement will supercede in its entirety the franchise agreement that was originally entered into by the parties (or their respective predecessors) on _____ ("**Old Agreement**") and the Old Agreement will terminate as of the effective date of the Renewal Agreement. The terms and conditions of this Amendment are in addition to or in explanation of the existing terms and conditions of the Franchise Agreement and prevail over and supersede any inconsistent terms and conditions thereof. The terms of this Amendment apply only to the Franchisee and will be void if the Franchise Agreement is transferred in accordance with Section 17 of the Franchise Agreement.

2. Royalty Fee and Administrative Fee. You will pay Royalty and Administrative Fees as stated in the then current franchise agreement offered at the time of renewal "_____".

3. Non Waiver of Rights by Us. You may or may not be in compliance with the terms and conditions of the Franchise Agreement. No delay or omission on Our part in exercising any rights or remedies provided by the Agreement will act as a waiver of those rights. No waiver, benefit, privilege, or service voluntarily given or performed by Us gives You the contractual right by custom or otherwise. Any waiver by Us must be executed in writing, expressly specifying the subject and extent of the waiver.

4. Release. You and Your successors, assigns, agents, representatives, guarantors, directors, officers, shareholders, managers, members, parents, subsidiaries, and affiliates release and discharge us and Our successors, assigns, agents, representatives, employees, officers, directors, shareholders, parents, subsidiaries, and affiliates (collectively referred to as "Our Affiliates") from any and all claims, demands, obligations, actions, liabilities, and damages of every kind and nature whatsoever, in law or in equity, whether known or unknown to it, which it may now have against Us or Our Affiliates from the beginning of time which relates any franchise agreement.

5. Renewal Fee. We confirm receipt from You of the Renewal Fee charged under the Old Agreement, on or before the effective date of the Renewal Agreement.

6. Renewal Training. Help-U-Sell® training at Your expense may be required within 180 days of renewal. We reserve the right to charge a tuition or fee for the training, commensurate with Our then current published prices. You are responsible for all costs incurred during the training program.

Fully agreed to and accepted as of _____.

INFINIUM REALTY GROUP, INC.

FRANCHISEE:

By: _____

By: _____

~~Robert R. Stevens~~ Jack Bailey

Name:

Title: ~~Chief Operations~~ Executive Officer

Title:

**EXHIBIT VI
TO FRANCHISE AGREEMENT**

SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

For Franchisees located in the state of South Dakota, franchisor will defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its preopening obligations under the franchise agreement

RECEIPT OF DISCLOSURE DOCUMENT

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 Infinium Realty Group, Inc. (“we” or “us”) offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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

The franchisor is Infinium Realty Group, Inc. and is located at ~~240 N. Washington Blvd., #200, Sarasota, FL 34236~~ 7856 N. Glen Harbor Blvd., Glendale, AZ 85307. Our telephone number is (941) 951-7707.

Date of Issuance: ~~March 26, 2024~~ March 20, 2025

The franchise seller(s) for this offering are:

~~Robert Stevens, 240 N. Washington Blvd., Ste 200 Sarasota, FL 34236 941-951-7707~~

~~John Powell, 240 N. Washington Blvd., Ste 200 Sarasota, FL 34236 941-951-7707~~

~~Ronald Westman, 240 N. Washington Blvd., Ste 200 Sarasota, FL 34236 941-951-7707~~

Robert Stevens, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

John Powell, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

James Dingman, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

Jack Bailey, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

We list our registered agents authorized to receive service of process in Exhibit A.

I have received a disclosure document with a date of issuance of ~~March 26, 2024~~ March 20, 2025, that included the following exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. Franchise Agreement
- C. Nondisclosure and Non-competition Agreement
- D. Compliance Certification Statement
- E. State Addenda and Agreement Riders
- F. Policy Manual Table of Contents
- G. Financial Statements
- H. State Effective Dates
- I. Receipt of Disclosure Document

Date of disclosure document receipt: _____

Signature of Prospective Franchisee _____

Print Name/Title _____

Keep this receipt for your records

RECEIPT OF DISCLOSURE DOCUMENT

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 Infinium Realty Group, Inc. (“we” or “us”) offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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

The franchisor is Infinium Realty Group, Inc. and is located at ~~240 N. Washington Blvd., #200, Sarasota, FL 34236~~ 7856 N. Glen Harbor Blvd., Glendale, AZ 85307. Our telephone number is (941) 951-7707.

Date of Issuance: ~~March 26, 2024~~ March 20, 2025

The franchise seller(s) for this offering are:

~~Robert Stevens, 240 N. Washington Blvd., Ste 200 Sarasota, FL 34236 941-951-7707~~

~~John Powell, 240 N. Washington Blvd., Ste 200 Sarasota, FL 34236 941-951-7707~~

~~Ronald Westman, 240 N. Washington Blvd., Ste 200 Sarasota, FL 34236 941-951-7707~~

Robert Stevens, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

John Powell, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

James Dingman, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

Jack Bailey, 7856 N. Glen Harbor Blvd., Glendale, AZ 85307 941-951-7707

We list our registered agents authorized to receive service of process in Exhibit A.

I have received a disclosure document with a date of issuance of ~~March 26, 2024~~ March 20, 2025, that included the following exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. Franchise Agreement
- C. Nondisclosure and Non-competition Agreement
- D. Compliance Certification Statement
- E. State Addenda and Agreement Riders
- F. Policy Manual Table of Contents
- G. Financial Statements
- H. State Effective Dates
- I. Receipt of Disclosure Document

Date of disclosure document receipt: _____

Signature of Prospective Franchisee _____

Print Name/Title _____

Copy for Infinium Realty Group, Inc.