

## FRANCHISE DISCLOSURE DOCUMENT



# Property Sellwise

**Property Sellwise Franchising, LLC**

a Utah Limited Liability Company

1055 W 10446 S, Suite 201

South Jordan, Utah 84095

(801) 878-6303

franchise@propertysellwise.com

[www.franchise.property.sellwise.com](http://www.franchise.property.sellwise.com)

As a Property Sellwise® franchisee, you will operate a business in the wholesale real estate industry focusing primarily on assigning real estate contracts for single family and multi-family and with a lesser focus on flipping properties and purchasing and renting properties.

The total investment necessary to begin operation of a 1-territory Property Sellwise® franchised business is \$~~101,000~~105,950 to \$233,200. This includes the \$53,400 to \$57,600 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a 2- to 10-territory Property Sellwise® franchised business is \$154,950 to \$606,200. This includes the \$93,400 to \$342,600 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, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Bryan Martineau at franchise@propertysellwise.com and (801) 833-7129.

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

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

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

Issuance Date: June 30, 2025

## Special Risks to Consider About *This* Franchise

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

- 1. Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Salt Lake City. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Salt Lake City than in your own state.
- 2. Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
- 3. Mandatory Minimum Payment.** You must make minimum royalty or advertising fund payments, regardless of your sales levels, Your inability to make the payments may result in termination of your franchise or loss of your investment.
- 4. Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. The guarantee will place both you and your spouse's marital and personal assets, perhaps including your house at risk if your franchise fails.
- 5. Unregistered Trademark.** The primary trademark **logo** that you will use in your business is not federally registered. If the franchisor's right to use the **primary trademark logo** in your area is challenged, you may have to identify your business and its products or services with a **logo** that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
- 6. Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
- ~~1-7.~~ Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$105,950 to \$233,200. This amount exceeds the franchisor's stockholder's negative equity as of December 31, 2024 which is \$-8,818.

## FRANCHISE DISCLOSURE DOCUMENT

### ITEM 1

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

##### The Franchisor

The name of the franchisor is Property Sellwise Franchising, LLC. In this disclosure document Property Sellwise Franchising, LLC is referred to as “we” or “us” or “our” or “Property Sellwise”; “franchisee,” “you” or “yours” means the person or persons, individually and collectively, who buys the franchise from us and includes the current and future owners of a franchisee that is a corporation, partnership, or other entity.

Our limited liability company was organized on March 5, 2024 in the state of Utah under the name Property Sellwise Franchising, LLC. Our principal place of business is 1055 West 10446 South, Suite 201, South Jordan, [UT](#) 84095. Our agents for service of process in various states are disclosed in Exhibit “D.”

##### Franchisor’s Business Activities

We do not have any other business activities other than franchising the Property Sellwise® brand, and we do not do business under any name other than Property Sellwise Franchising, LLC or Property Sellwise®. As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. We began offering and selling franchises under the Property Sellwise® brand in March 2024.

##### Parent, Affiliate, and/or Predecessor

Our affiliate Sellwise, LLC was organized on September 9, 2023 in the state of Utah. Its principal place of business is 1055 West 10446 South, Suite 201, South Jordan, [UT](#) 84095. Sellwise, LLC operates a business similar to what our franchisees operate. It has operated this business since September 2023. It may also provide certain goods or services to our franchisees. Sellwise, LLC has not offered for sale or sold franchises in this or any other line of business.

We have no other affiliates, parents or predecessors required to be disclosed in this Item.

##### Franchise Offered

We license and train others to operate Property Sellwise® businesses. A Property Sellwise® business is a business in the wholesale real estate industry focusing primarily on assigning real estate contracts for single family and multi-family properties but also with a lesser focus on flipping properties and purchasing and renting properties. The grant of a Property Sellwise® franchise authorizes you to engage in our complete system under the name Property Sellwise® and other proprietary marks and use of our software.

You must strictly follow our standards, methods, policies, and procedures in the operation of your franchise business as described in more detail in our franchise agreement attached as Exhibit “A” to this disclosure document.

## General Description of Market and Competition

The general market for buying, selling, and assigning real estate is well-developed and competitive. You will typically compete with other established businesses operating in the real estate industry. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other Property Sellwise® franchises operated by us or other franchisees inside your territory. We do not consider the Property Sellwise® business to be seasonal. However, real estate markets may experience cyclical variations in activity levels.

## Laws and Regulations

You are required to follow all laws and regulations that apply to business generally. This franchise is in the real estate industry and specific state regulations may apply to the operation of your franchise. There may be restrictions in your jurisdiction as to advertising real estate transactions with or without a real estate license. There may also be requirements in your jurisdictions that may require some of your managers to obtain a real estate license to conduct wholesale transactions or other affiliated real estate transactions and other state-specific regulations and broker licensing laws surrounding real estate transactions as a whole. Additionally, although listing and closing real estate transactions is not part of our core business model, we may allow you to list and close real estate transactions. In such case, you must be licensed and comply with all real estate laws and regulations in your state.

You must also investigate local zoning rules because they may limit where you can locate your office and may affect the design features including the building façade and signs. In many jurisdictions, you may also be required to obtain a sign permit.

The details of state, county and local laws and regulations vary from place to place. It is your responsibility to research these matters. Please be aware that the changes in these laws may increase the cost of operating your business. You are ~~solely~~ responsible to determine what local or state regulations, permits and licenses you will need to comply with and/or obtain to conduct the franchise business in a particular state, city, or town.

## **ITEM 2 BUSINESS EXPERIENCE**

### Bryan Martineau – Founder

Bryan Martineau is our Founder. He has held this position since our inception in March 2024. In addition to this employment, Bryan has held the following roles over the past 5 years:

- September 2023 to present: Founder for Sellwise, LLC, a real estate company based out of South Jordan, Utah that operates a business similar to the one our franchisees operate.
- August 2017 until August 2023: CEO of Utah House Buyers, LLC, a real estate company based out of Salt Lake City, Utah.
- August 2021 until March 2023: General Partner for Doorstep, LLC, a nightly rental management company based out of Salt Lake City, Utah.
- March 2023 to present: Founder for Propertywise, LLC, a management of traditional real estate rental company based out of South Jordan, Utah.

Professional Fees <sup>12</sup>	\$1,500	\$3,500	As incurred	As incurred	Suppliers
Insurance <sup>13</sup> (3 months)	\$850	\$1,100	As incurred	As incurred	Insurance companies
Miscellaneous opening costs <sup>14</sup>	\$1,000	\$3,000	As incurred	As incurred	Suppliers, government departments, utilities, etc.
Advertising <sup>15</sup> (3 months)	\$9,000	\$12,000	As incurred	As negotiated	Suppliers
Additional funds <sup>16</sup> (3 months)	\$35,000	\$55,000	As incurred	As incurred	Suppliers, employees, etc.
TOTAL <sup>17</sup>	<del>\$101,000</del> \$105,950	\$233,200			

**YOUR ESTIMATED INITIAL INVESTMENT  
(2- to 10-Territory Franchise)**

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee <sup>1</sup>	\$89,500	\$334,500	Lump Sum	Upon signing the franchise agreement	Us
Initial training <sup>2</sup>	\$0	\$500	As incurred	As incurred	Us
Real estate improvements <sup>3</sup>	\$0	\$10,000	As incurred	As negotiated	Suppliers and contractors
Rent <sup>4</sup> (3 months of rent, plus a security deposit)	\$0	\$24,000	As incurred	As negotiated	Landlord
Equipment, furniture, fixtures, décor, and supplies <sup>5</sup>	\$700	\$2,000	As incurred	As negotiated	Suppliers
Computer hardware, and software <sup>6</sup>	\$2,000	\$6,000	As incurred	As negotiated	Suppliers
Signs <sup>7</sup>	\$0	\$3,000	As incurred	Before opening	Us
Vehicle <sup>8</sup>	\$0	\$50,000	As incurred	As negotiated	Suppliers
Startup Package <sup>9</sup>	\$3,900	\$8,100	As incurred	At the time of ordering	Us or an affiliate
Demographic List <sup>10</sup>	\$1,500	\$4,500	As incurred	Monthly	Suppliers
Technology Fee <sup>11</sup> (3 months)	\$1,000	\$1,000	As incurred	Monthly	Us

operating account may have less than such amount for a period of not more than 5 days. You are required to provide us with view-only access to your operating account, and you cannot have more than one operating account or change operating accounts without our consent. Additionally, if you elect to finance your investment [with a third party](#), you need to account for the additional costs of repaying that financing. We have relied upon the experience of our principals to compile these estimates.

<sup>17</sup> **Total.** These figures are estimates for the development of 1 to 10 franchise territories, and we cannot guarantee that you will not have additional expenses starting your franchise business. You should review these figures in Item 7 carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility providers. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

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

### Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system, including purchasing, leasing, or subscribing to certain items or services according to our specifications or from approved suppliers. You may not deviate from these specifications without our prior written consent.

You must purchase, lease, or subscribe to the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this Item?	Is the franchisor or an affiliate the only approved supplier of this Item?
Startup Package	Yes	Yes
Technology Suite	Yes	Yes
Miscellaneous Software	No	No
Email Campaign Software	No	No
Demographic List with Leads	Yes	No
Marketing	Yes	No
Computers	No	No
Vehicle	No	No
Insurance	No	No
Smartphone	No	No

### Insurance

You must maintain the following minimum insurance policies, which must be obtained from a company rated "A-" or better by A.M. Best & Company, Inc:

in writing within 15 days or less after you have submitted a proposed site [franchise agreement section 4.1]. Our approval is based upon the following general criteria: rent, lease terms, access, appearance, square feet, and general vicinity. If you do not work from a commercial office space (if you have less than 4 people in your company), then each member of your team must have a dedicated office space to work from with a door that closes that allows for a professional environment. If you enter into an area development agreement, we must approve of the site for each of your units. Our approval or disapproval of a proposed site will be based on our then-current standards for approving sites.

3) We do not evaluate or guarantee the potential success of your territory. However, we may provide the following demographic studies related to your territory: general real estate statistics, e.g., average house price, average sales price of a home, number of days homes are on the market, average age of the homes in the market, etc. [franchise agreement paragraph 4.1.1].

4) Make available general written specifications for necessary equipment, signs, fixtures, opening inventory, supplies and other items listed in Item 8. Unless we are an approved supplier of an item and you purchase the item directly from us, we do not provide these items to you directly, but we do provide you with the names of the approved suppliers for these items. We do not assist in the delivery or installation of any of these items [franchise agreement sections 7.2 and 8.5].

5) Provide you with the names of approved products and suppliers [franchise agreement section 7.2].

6) We do not provide you with preliminary design/layout plans for your office space. However, you must adapt your office space at your own expense, in accordance with local, state and federal laws, rules, and ordinances. You are responsible for obtaining any required licenses and permits. We do not assist in the construction, remodeling, or decorating of your office location [franchise agreement section 4.3 and 7.1].

7) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The manuals are confidential, will remain our property, and may be used by you only in association with your Property Sellwise® franchise business and only during the term of the franchise agreement. You must keep the contents of the manuals confidential. The master copy of the manuals maintained by us will be controlling in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. The table of contents of the operations manual is included as Exhibit "F" to this disclosure document our operations manual is in electronic and video format and is equivalent to approximately 120 written pages [franchise agreement article IX].

8) We provide you initial training for your operating principal, qualified operator, and managers as discussed later in this Item [franchise agreement section 7.4].

#### Lease, Construction and Commencing Operations

1) [You are required to begin operations no later than 1 week after training.](#) You are required to acquire and work from commercial office site and have a lease in place within 60 days of you having at least 4 people in your company, including your operating principal. You are not required to have the landlord consent to an assignment of the lease before the lease agreement is signed [franchise agreement

sections 4.1 and 4.2]. We do not lease properties to you, and we do not assist you in negotiating the purchase or the lease of your site [franchise agreement section 4.1].

#### Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 1 to 2 months. Factors affecting this length of time usually include financing arrangements, hiring of qualified operator, managers and employees, local ordinance and regulatory compliance, completing initial training, and delivery of equipment and supplies.

Failure to meet the deadline to begin operations within 1 week of completing training, or failure to have a lease in place within 60 days of you having at least 4 people in your company ~~se deadlines for any reason, including or~~ our disapproval of a proposed site location, or if we cannot agree on a site, may result in termination of the franchise agreement without a refund. However, if you can show a good faith effort to meet these deadlines, we may agree to extend a specific deadline at our discretion [franchise agreement section 4.6].

#### Assistance During Operation

##### During the operation of your franchise business, we will:

- 1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of products or services [franchise agreement section 9.1]. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify [franchise agreement paragraph 6.2.2(ii)].
- 2) At your reasonable request, and our availability, and in our discretion, provide additional training to you and your personnel. You will be charged a fee of \$1,000 per day, for this training [franchise agreement section 7.5].

##### During the operation of your franchise business, we may:

- 1) Upon our request, at all reasonable times, you will provide us with video and/or digital images of the interior and exterior of your office space as set forth in the manuals [franchise agreement paragraph 6.2.2(iii)].
- 2) Hold conferences to discuss improvements, new developments, mutual concerns, and business issues and conduct additional training or initial training for new qualified operators or managers. Your operating principal, qualified operator, and home buying specialist manager are required to attend these conferences, and your other managers must attend the first semi-annual conference after they are hired. We charge a conference fee, and you may be required to pay all your travel and living expenses. These conferences will be held at various locations chosen by us [franchise agreement paragraph 6.1.13].

Your disposition/acquisition manager will be required to attend our designated weekly sales training. This training will be held online unless otherwise determined by us.

### Replacement Training

After initial training, any replacement operating principal, qualified operator, or manager (disposition/acquisition manager, intake manager and/or home buying specialists), must complete the initial training program at our next available training after they are hired. We can hold trainings online or in person. If a training is held in person, you must also cover the travel, food, and lodging for your attendees or our representatives, as applicable.

### Additional Trainings

Depending on availability and advanced written notice, and at our discretion, if you would like additional training, we may provide this training to you. We can also require your operating principal and/or other key personnel to attend additional training if you are in default, or if we reasonably believe such training would be in the best interest of your franchise. We can limit these additional trainings to a certain number of days, attendees, if the training is held in person, and/or representatives at a time. You must also pay our training fee affiliated with these trainings. If a training is held in person, you will be responsible for the costs of travel, food, lodging and compensation of your attendees or our representatives [franchise agreement paragraph 6.1.4(ii)].

## **ITEM 12 TERRITORY**

### Exclusive Territory

You will receive an exclusive territory for your franchise business meaning that we will not establish another franchise, affiliate or company owned unit using the Property Sellwise® trademark within your territory so long as you are in strict compliance with your franchise agreement [with no other contingency requirements.](#) [Your territory rights cease upon termination of the franchise agreement.](#)

### Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks solely within a specific geographic area, the boundaries of which will be designated prior to signing the franchise agreement and are described in the franchise agreement.

### Size of Your Territory

Each of your territories will have a population base of approximately 400,000 people. The written boundaries will be included in your franchise agreement. We may set the boundaries of your territory based on ZIP code, boundary streets, highways, county lines, designated market area, radius from a specific address, and/or other recognizable demarcations. In determining the total population within your

l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold our approval.
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.8	Conditions to transfer include you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for new the transferee arranged, new franchisee signs the then-current franchise agreement, a release is signed by you, etc. These conditions are subject to state law (see state specific addenda).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We can match any offer for your franchise business or business assets within 30 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.12	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 30 days.  Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all of your rights and interests in and under the franchise agreement and your franchise business at fair market value.
p.	Death or disability of franchisee	Section 14.10	Within 160 days of death or disability of your majority owner, a personal representative must be approved, and a new operating principal must be trained, if applicable, or the franchise must be assigned to an approved buyer. We have the right to operate your franchise business until a trained operating principal is in place. You will be charged our interim management fee, plus our costs, for us to manage your franchise business during this time. You will also be responsible for royalties and other fees during the time of our operation.
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in a competing business anywhere without our written consent. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the franchise <a href="#">isafe</a>	Sections 16.3 – 16.4	No competing business for 3 years within your former territory or within 50 miles of your territory or within 30 miles of another

	terminated, <del>transferred</del> or expires		<p>Property Sellwise franchise or corporate unit's territory.</p> <p>If you compete within the restricted time period, then this non-compete time period will be tolled for the period of your competition. Non-competition provisions are subject to state law.</p> <p>For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you cannot divert or attempt to divert any business or customer from us, an affiliate, or our franchisees, or injure our goodwill.</p>
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures are subject to change by us.
t.	Integration/merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). No provision in the franchise agreement is intended to disclaim the express representations made in this franchise disclosure document. Any representations or promises made outside of the franchise disclosure document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation, and arbitration (see state specific addenda).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Salt Lake County, Utah, or the county where our then-current headquarters is located (subject to applicable state law).
w.	Choice of Law	Sections 19.1 and 19.5	Utah law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

**ITEM 18  
PUBLIC FIGURES**

We do not use any public figure to promote our franchise.

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

in 2024, and therefore, we did not include their numbers in this Item 19.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Property Sellwise Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. ~~Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.~~ 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 Bryan Martineau at franchise@propertysellwise.com and (801) 833-7129, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

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

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	+0
	2023	0	0	+0
	2024	0	1	+1
Company Owned	2022	0	0	+0
	2023	0	1	+1
	2024	1	1	+0
Total Outlets	2022	0	0	+0
	2023	0	1	+1
	2024	1	2	+1

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

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

Total	0	6	1
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### List of Franchisees

Exhibit “C” contains a list of our current franchisees. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

### Disclosure of Franchisee Information

If you invest in this franchise, your contact information and financial information may be disclosed in our disclosure document.

### Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

### Confidentiality Agreements

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

### Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this Item.

## **ITEM 21 FINANCIAL STATEMENTS**

Our audited balance sheet dated December 31, 2024, our unaudited opening balance sheet dated April 12, 2024, and our unaudited interim financials dated ~~April 30~~ August 31, 2025 are attached as Exhibit “B.” Our fiscal year ends on December 31 of each year. The franchisor has not been in business for 3 years or more and cannot include all the financial statements required by the Rule for its last 3 fiscal years.

## **ITEM 22 CONTRACTS**

We have attached the following contracts: Exhibit “A,” the Franchise Agreement and its Exhibits; including Exhibit “A-9” as the Franchisee’s Report; and Exhibit “G,” the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

## **ITEM 23 RECEIPT**

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this franchise disclosure document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. If you do not sign this receipt via our electronic signature platform, then you need to send us a

## STATE REGULATIONS FOR THE STATE OF CALIFORNIA

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

[Item 5 of the FDD is amended to add the following language:](#)

[The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisee until we have completed all of our pre-opening obligations and you are open for business.](#)

1. The California Franchise Investment law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the disclosure document, together with a copy of all proposed agreements relating to the sale of the franchise.
2. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law controls.
3. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)
4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.
5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
6. The franchise agreement requires binding arbitration. The arbitration will occur in Salt Lake City, Utah with the costs being borne by you for travel to, and lodging in, Salt Lake City, Utah, and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
7. The franchise agreement requires application of the laws of Utah. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.
8. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California

**ADDENDUM TO THE FDD  
FOR THE STATE OF ILLINOIS**

Illinois law governs the franchise agreement(s).

[Item 5 of the Disclosure Document is amended to add the following: "Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition."](#)

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

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

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

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

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

**STATE FDD ADDENDUM  
FOR THE STATE OF MARYLAND**

ITEM 5 of the Disclosure Document is amended to add the following:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

ITEM 17 of the Disclosure Document is amended to add the following:

- The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legal enforceable.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.
- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. The disclosure document and franchise agreements are hereby amended to exclude from any release requirements the release of claims under Minnesota Franchise Law.
  6. Any limitation of claims must comply with Minn. Stat. ' 80C.17, subdivision 5.
  7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a), which puts a cap of \$30 on service charges.
  8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.
- 8-9. The Franchisor has agreed to post a surety bond as a condition of its registration to offer and sell franchises in Minnesota.

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Franchisee (Signature)

## STATE REGULATIONS FOR THE STATE OF NORTH DAKOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Item 5 of the Disclosure Document is amended as follows:

————The franchisor has agreed to post a surety bond as a condition of its registration to of and sell franchises in North Dakota.

21. Item 17 of the Disclosure Document is amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law Section 51-19-09.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchisee may not assent to a waiver of rights to a jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes.
- The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of court outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside of North Dakota is deleted.

▪ \_\_\_\_\_

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

STATE REGULATIONS  
FOR THE STATE OF SOUTH DAKOTA

ITEM 5 of the Disclosure Document is amended to add the following:

“Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until the franchise becomes operational.”

**EXHIBIT "B"  
TO THE FDD**

**FINANCIAL STATEMENTS  
(Attached)**

Audited Balance Sheet Dated December 31, 2024

Unaudited Opening Balance Sheet Dated April 12, 2024\*

Unaudited interim financial statements dated ~~April 30~~ August 31, 2025\*

**\* THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**

**EXHIBIT "D"  
TO THE FDD**

**LIST OF AGENTS FOR SERVICE OF PROCESS**

If a state is not listed, Property Sellwise Franchising, LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which Property Sellwise Franchising, LLC has appointed an agent for service of process.

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	<del>2101 Arena Blvd., Sacramento, CA</del> <a href="mailto:ask.DFPI@dfpi.ca.gov">95834651 Bannon Street, Suite 300, Sacramento, CA 95811</a>	(916) 445-7205 (866) 275-2677 <a href="http://www.dfpi.ca.gov">www.dfpi.ca.gov</a> <a href="mailto:ask.DFPI@dfpi.ca.gov">ask.DFPI@dfpi.ca.gov</a>
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20 <sup>th</sup> Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117

Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7 <sup>th</sup> Place East, Suite 280, St. Paul, MN 55101	(651) 539-1600
New York	New York Department of State		99 Washington Avenue, 6 <sup>th</sup> Floor, Albany, NY 12231	(518) 473-2492
North Dakota	<a href="#">InsuranceSecurities</a> Commissioner		600 East Boulevard Ave., <del>State Capital</del> <a href="#">Fourteenth Floor,</a> <a href="#">Dept. 414,</a> Bismarck, ND 58505-0510	(701) 328- <a href="#">29104712</a>
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2 <sup>nd</sup> Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1 <sup>st</sup> Floor, Richmond, VA 23219	
Washington	Department of Financial Institutions	Securities Division	1200 <a href="#">150 Israel Rd SW</a> <a href="#">Tumwater, WA 98501</a>	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

**EXHIBIT "E"  
TO THE FDD**

**LIST OF STATE AGENCIES RESPONSIBLE FOR  
FRANCHISE DISCLOSURE/REGISTRATION LAWS**

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation <a href="http://www.dfpi.ca.gov">www.dfpi.ca.gov</a> <a href="mailto:ask.DFPI@dfpi.ca.gov">ask.DFPI@dfpi.ca.gov</a>	Department of Financial Protection and Innovation	Sacramento: <a href="#">651 Bannon Street, Suite 300, Sacramento, CA 95811</a> <del>2401 arena Blvd., Sacramento, CA 95834</del> San Diego: 1455 Frazee Road Suite 315, San Diego, CA 92108 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4 <sup>th</sup> Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205  San Diego: (619) 525-4233  San Francisco: (415) 972-8559  Los Angeles: (213) 576-7500  Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 32314-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436

Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20 <sup>th</sup> Floor, Baltimore Maryland 21202-2020	(410) 576-6360
Michigan	Michigan Attorney General's Office	Consumer Protection Division ; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6 <sup>th</sup> Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7 <sup>th</sup> Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21 <sup>st</sup> Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Insurance & Securities Department	600 East Boulevard Avenue, <del>State Capital</del> 5 <sup>th</sup> Floor, Dpt 414, Bismarck, ND 58505-0510	(701) 328- <a href="tel:29104712">29104712</a>
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2 <sup>nd</sup> Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

11. Franchisees owning 20% or greater must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

12. Late Fees in Exhibit "A-3" is amended to include the following: "The highest interest rate allowed in California is 10% annually."

13. Paragraph 4.1 is amended to remove the following language, "Although We must approve of Your site, We do not warrant or guarantee the success of the site."

14. Paragraph 20.10 is amended to remove the following language, "You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us."

15. Paragraphs 20.14 and 20.18 are not enforceable in the state of California.

16. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

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

18. Paragraph 5.1 is amended to add the following language:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisee until we have completed all our pre-opening obligations and you are open for business.

**ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF FOR THE STATE OF ILLINOIS**

Illinois law governs the franchise agreement.

Section 5.1 is modified to add the following language to the end of the paragraph: "Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after franchisor has satisfied its pre-opening obligations to franchisee under this Agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition."

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

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

**IN WITNESS WHEREOF**, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of \_\_\_\_\_.

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

**FRANCHISOR:**

Property Sellwise Franchising, LLC

By: \_\_\_\_\_  
(Signature)

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

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

**ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF MARYLAND**

This Addendum dated \_\_\_\_\_, by and between Property Sellwise Franchising, LLC, a Utah limited liability company, hereinafter referred to as “Franchisor” and \_\_\_\_\_, LLC/Inc., hereinafter referred to as “Franchisee.”

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

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

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

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

5. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

7. Section 20.14 of the franchise agreement regarding representations and Section 20.18 of the franchise agreement regarding acknowledgement of receipt of the FDD are not applicable to franchisees in Maryland.

8. Section 5.1 of the franchise agreement is amended to include the following: “Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.”

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

8.9. The franchisor has agreed to post a surety bond as a condition of registration to offer and sell franchises in Minnesota.

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Franchisee (Signature)

**ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

This Addendum to the Franchise Agreement is agreed to this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between PROPERTY SELLWISE FRANCHISING, LLC and \_\_\_\_\_ to amend and revise said Franchise Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorney's fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchise may not assent to a waiver of exemplary or punitive damages.
- Franchisee may not assent to a waiver of jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes.
- The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of court outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside of North Dakota is deleted.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

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

4. The franchisor has agreed to post a surety bond as a condition of its registration to of and sell franchises in North Dakota.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum understands and consents to be bound by all of its terms.

Property Sellwise Franchising, LLC

Franchisee: \_\_\_\_\_

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

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

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

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

**STATE REGULATIONS**  
**FOR THE STATE OF SOUTH DAKOTA**

Section 5.1 of the Franchise Agreement is amended to add the following:

“Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until the franchise becomes operational.”