

FRANCHISE DISCLOSURE DOCUMENT



SVN INTERNATIONAL PBC (~~"SVNIPBC"~~)
a Delaware Public Benefit Corporation
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We offer a franchise to operate a business under the SVN® mark and logo that provides commercial real estate brokerage services ~~to the public~~ and other ancillary services that we may approve.

The total investment necessary to begin operation of a SVN franchise ranges from \$37,235 to \$124,150. This amount includes \$31,800 that must be paid to the franchisor or an affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Compliance Department at compliance@svn.com and at (877) 697-0830.

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

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

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

Issuance Date: ~~April 2, 2025~~ [March 31, 2026](#)

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only SVN business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a SVN franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Massachusetts. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Massachusetts than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty payments regardless of your sales levels. Your inability to make payments may result in termination of your franchise and loss of your investment.
3. **Negative Net Worth.** The franchisor's liabilities exceed its assets. Due to this, 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.

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

**NOTICE MANDATED BY SECTION 8 OF
MICHIGAN'S FRANCHISE INVESTMENT ACT**

The following is applicable to you if you are a Michigan resident, or your franchise will be located in Michigan.

(1) THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- a. A prohibition of your right to join an association of Franchisees.
- b. A requirement that you consent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude you, after entering into a Franchise agreement, from settling any and all claims.
- c. A provision that permits us to terminate your Franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of you to comply with any lawful provision of the Franchise agreement and to cure such failure after being given written notice and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- d. A provision that permits us to refuse to renew a Franchise without fairly compensating you by re-purchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if (i) the term of the Franchise is less than 5 years; and (ii) you are prohibited by the Franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the Franchise or you do not receive at least 6 months advance notice of our intent not to renew the Franchise.
- e. A provision that permits us to refuse to renew on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- f. A provision requiring that arbitration or litigation be conducted outside of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside of Michigan.
- g. A provision that permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to: (i) the failure of the proposed transferee to meet our then current reasonable qualifications or standards; (ii) the fact that the proposed transferee is a competitor of ours or our sister companies; (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and (iv) the

failure of you or proposed transferee to pay any sums owing to us or to cure any default in the Franchise agreement existing at the time of the proposed transfer.

h. A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us a right of first refusal to purchase the assets of your Franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of your Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise agreement and have failed to cure the breach in the manner provided in Subdivision (c) above.

i. A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provisions have been made for providing the required contractual service.

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

(3) ANY QUESTIONS REGARDING OUR NOTICE TO THE STATE OF MICHIGAN OF OUR INTENT TO OFFER AND SELL FRANCHISES CAN BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, ~~CONSUMER PROTECTION~~ CORPORATE OVERSIGHT DIVISION, ATTN.: FRANCHISE UNIT, ~~670 LAW BLDG.~~, 525 WEST OTTAWA STREET, G. MENNEN WILLIAMS BUILDING, 5TH FLOOR, LANSING, MICHIGAN 48913 (517) 373-7117.

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Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “SVNIPBC,” “we” or “us” means SVN International PBC, the franchisor. “You” means the person, or corporation, partnership, limited liability company or other legal entity (“Business Entity”) that signs the SVN Franchise Agreement (the “Franchise Agreement”). If you are a Business Entity, “you” also includes your owners who must sign the Franchise Agreement and a personal guaranty agreeing to comply with all provisions of the Franchise Agreement. We refer to you as “Franchisee” and to our other Franchise Agreement holders collectively as “franchisees.”

The Franchisor

We are a Delaware Public Benefit Corporation incorporated on May 18, 2001. On January 31, 2025 we converted to a Public Benefit Corporation under Delaware law and changed our name to “SVN International PBC”. We grant franchises to operate a business under the SVN® mark and such other trade and service marks as we may implement, that provides ~~to the public~~ commercial real estate brokerage services and such other services as we may approve (each a “Franchise”).

We do business under the name “SVN” and under our corporate name and do not do business under any other name. Our principal place of business is 1309 Beacon Street, Suite 300, Brookline, Massachusetts 02446. We have offered franchises for businesses similar to the SVN Franchise Businesses since March 2002 and offered Regional Developer Businesses from 2008 through 2011. We have not offered franchises for any other line of business. We do not operate a commercial real estate services business.

Parents, Predecessors and Affiliates

We are wholly owned by the SVN International Corp. Employee Stock Ownership Trust (the “SVN ESOT”). The principal business address of the SVN ESOT is 100 N. Barranca St., Suite 400, West Covina, CA 91791 C/O Prudent Fiduciary Services, LLC.

We have no predecessors or affiliates who offer franchises in any line of business or provide products or services to our franchisees.

The SVN Franchise Business

You will operate a business under the SVN® mark and such other trade and service marks as we may implement that provides to the public commercial real estate brokerage services and such other services as we may approve in accordance with the System (the “Franchise Business”). You will be responsible for developing and operating the Franchised Business. [You must operate your Franchise Business in compliance with our mandatory standards, specifications, procedures, protocols, requirements, policies and restrictions established by us and revised from time to time \(collectively, our “Policies”\) and the Manuals.](#) The Franchise Business will offer Commercial Real Estate Services, which may include the listing, co-listing, offering, selling, purchasing, exchanging, leasing, or renting of commercial real property (including certain types of businesses conducted on the commercial real property), and such other services as we may approve, including auction services and mortgage loan

brokerage services. The Franchise Business may also offer Property Management Services and any other services ancillary to Commercial Real Estate Services that we may approve from time-to-time. You must use our System for the operation of your Franchise Business. Our system includes operating methods, technology systems including online tracking system, online publisher and/or other software/technology platform or system tools we may implement over time and our Policies, distinctive signs, proprietary and confidential information, record-keeping and marketing techniques, as we may modify all or any of these items from time-to-time (the "System").

As used within the System, the term "Commercial Real Estate Services" means acting as a broker, salesperson, agent or finder for or on behalf of sellers, buyers, lessors, tenants or others in connection with the listing, co-listing, offering, selling, purchasing, exchanging, auctioning, leasing, renting, consulting, expert witness testimony, or managing of commercial real property, including vacant land transactions (excluding residential property, but including Approved Residential Portfolio Sales) and related personal property, and providing mortgage loan brokerage services. We can condition, further define and interpret the scope of the Commercial Real Estate Services. Any modifications will be provided to you by updating the SVNIPBC Confidential Operations Manual and the SVNIPBC Branding Guide (collectively, the "Manuals") or providing you with other notice. You may not be involved in transactions involving "Residential Real Property,". We define this as real property that consists of four (4) or fewer residential units or individual residential lots. With our prior approval, you may offer and sell certain services in connection with multiple parcels or units of Residential Real Property in a common development ("Approved Residential Portfolio Sales").

As discussed above, with our consent and at our option, you may also offer and perform permitted ancillary services as part of your SVN Franchise. You can request that we permit a particular service you want to offer at your SVN Franchise. We determine if the requested service ~~is ancillary~~ in our judgment is ancillary to, and sufficiently related to, Commercial Real Estate Services such that we will permit the service to be offered and sold under our Marks. ~~Business~~For example, business brokerage services, depending upon the circumstances, could be an ancillary service, ~~for example~~. You may not provide certain services, even independently of your SVN Franchise, except with our consent, and then only if you follow our ~~policies~~Policies for doing so. These excluded services are called "Outside Services" and include the following: insurance, title insurance or searches, real estate syndicating, mortgage banking, escrow or appraisal services. For example, if we consent to you performing a Permitted Outside Service, we may require you to use separate telephone number(s), business cards and letterhead to avoid any suggestion that you are conducting these services as part of your SVN Franchise.

You will sign a Franchise Agreement to operate a single SVN Franchise Business from a single location, which you choose, and we approve. If you are a Business Entity, all of your owners must execute a guaranty, agreeing to guaranty your obligations under, and to be personally bound by, the Franchise Agreement. An example of the Guaranty is attached as an exhibit to the Franchise Agreement.

The Market and Competition

The commercial real estate services business is a mature industry. You will be competing with other independent and franchised commercial real estate brokers in your market. Some of these real estate brokers may be SVN franchisees or employees of entities formerly related to us. All segments of the commercial real estate services business are highly developed, competitive and may be affected by demographic changes and by local and national economic conditions. Typical purchasers of Franchises must be able to sustain the initial investment and ongoing expenses associated with the development of

a real estate services establishment. You also will compete with other commercial real estate services franchises and related concepts.

Special Industry Regulation

All states have laws and regulations governing the operation of real estate brokerage offices and the services you will provide in your SVN Franchise Business, and you must comply with the provisions in your state. You should consult with the appropriate state licensing authorities to determine requirements that apply to you before entering into a Franchise Agreement. You must be licensed by the applicable state as a real estate broker before you sign the Franchise Agreement. If there are multiple owners of the SVN Franchise Business, then at least one of the owners must be licensed as a real estate broker. You must operate your Franchise Business in accordance with applicable law and all of our ~~mandatory standards and other requirements including the SVN Core Covenants~~[Policies](#).

The specific services that require or that may be performed under a real estate broker license vary from state to state. In some states, you may be required to obtain additional licenses to broker mortgage loan services or to provide ancillary services. If so, you must be licensed by that state as a mortgage broker before providing mortgage brokering services or ancillary services. Other laws and regulations also affect how you conduct business, include how you represent your clients and customers, the terms and conditions of the agreements you use, your real estate and other licenses, your relationship with salespersons or agents, whether they are properly characterized as independent contractors or employees, how you account for and handle your revenues and expenditures, how you handle funds received in trust, how you advertise and market your services and particular transactions, how you hold yourself and your agents out to the public, and many other aspects of your Franchise Business.

Agents for Service of Process

Our agents for service of process are listed in Exhibit B.

Item 2

BUSINESS EXPERIENCE

Chairman of the Board: Mark Van Ness

Mr. Van Ness, one of our founders, has acted as the Chairman of our Board of Directors since January, 2025. He is the founder of Real Impact Corporation, where he has been employed since 2014. Real Impact Corporation is located in the United States Virgin Islands, and provides support services to businesses.

Director: Julie Van Ness

Ms. Van Ness has served on our Board of Directors since January, 2025. She has worked as the Director of Marketing for Real Impact Corporation since 2015. Real Impact Corporation is located in the United States Virgin Islands, and provides support services to businesses.

[Director: Christine Moore](#)

Ms. Moore has served on our Board of Directors since July 2025. She has served as Chief Financial Officer of Filanc, a general engineering and design-build contractor located in Escondido, California, since November 2022. Before that she served as Chief Financial Officer of Dudek, an environmental, planning and engineering firm located in Escondido, California, from May 2018 to October 2022.

Chief Executive Officer: Lukas Krause

Mr. Krause has ~~served as~~ ~~our~~ Chief Executive Officer, at our headquarters in Brookline, Massachusetts, since August 2024. He also served on our Board of Directors from October 2021 to January, 2025. From July 2021 to August 2024, he was the CEO of SkyRun Vacation Rentals, LLC, in Boulder, Colorado. Before that, he was the President and COO of National Corporate Housing Inc., in Greenwood Village, Colorado, from February 2019 to July 2021.

~~Executive Vice President of Operations~~Chief Growth Officer: Sarah Vincent

Ms. Vincent has served as our Chief Growth Officer since January 2024. She served as Executive Vice President of Operations ~~since~~from June 2020 to January 2024. Before that she served as our Vice President of Marketing from January 2018 to June 2020, and our Event Coordinator from May 2016 to January 2018.

Item 3

LITIGATION

Concluded Actions:

KOVA Commercial, LLC v. SVN International Corp.; Jerry Anderson; Ashley Bloom; Lotus 18, LLC; JDA Investments, LLC d/b/a SVNIC Florida Regional Developer (Case 11-2020-CA-003216-0001-XX, Collier County, Florida Circuit Court.) On October 7, 2020, KOVA Commercial, LLC (“Plaintiff”), who was an SVN franchisee, filed a complaint against various parties, including us, JDA Investments, LLC our area developer for Florida, and another SVN franchisee (collectively, “Defendants”). The complaint alleged that Defendants infringed on Plaintiff’s alleged geographical exclusivity and, also, induced Plaintiff’s Advisors to “defect” to another franchisee. Plaintiff brought claims for breach of contract, unjust enrichment, promissory estoppel, civil conspiracy, and tortious interference with contract and prospective business relationships, seeking in excess of \$100,000,000 in damages. On April 1, 2021, the parties signed a confidential Settlement and Separation Agreement. Under the terms of the Settlement and Separation Agreement, Defendants agreed to pay a total of \$300,000, of which we agreed to pay \$75,000, to Plaintiff and Plaintiff agreed to cease operations as an SVN franchisee no later than September 4, 2021, and to sign termination documents required by us to terminate their SVN Franchise Agreement. We agreed to reduced Plaintiff’s royalty rate from 7% to 3% from the date of the Settlement and Separation Agreement until the termination date of their franchise agreement. The lawsuit was dismissed on April 12, 2021.

Other than the above action, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

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

Item 5

INITIAL FEES

Initial Franchise Fee

You must pay us a lump sum, initial franchise fee (“Initial Franchise Fee”) of \$30,000 for a single SVN Franchise Business ~~under a Franchise Agreement~~. The Initial Franchise Fee is payable upon execution of the Franchise Agreement. It is fully earned by us when paid and is not refundable. We will reduce the Initial Franchise Fee to \$20,000 if your Franchise Business will be located in a metropolitan statistical area with a population of less than 300,000 people. In this case we consider you a “Small Market Franchisee”.

In our fiscal year ended December 31, ~~2024~~[2025](#) we charged an Initial Franchise Fee of \$30,000.

U.S. Military Veterans Discount

To provide support to veterans of the U.S. military forces, we offer to all qualifying veterans the opportunity to purchase an SVN Franchise at a discount of 15% off the Initial Franchise Fee. This discount is available for all veterans who have received an honorable discharge from any branch of the U.S. Military or Coast Guard and is available for new franchisees only. The discount is available only to qualified veterans operating their franchise as individual proprietors, or who hold a majority ownership interest in a partnership, corporation, or limited liability company which owns the franchise. If you are an entity or a partnership you must maintain a majority interest in the partnership or entity for a minimum of three consecutive years after executing the Franchise Agreement, or you must pay us the initial savings of \$4,500 upon demand.

Product Council Marketing Fee

At the signing of the Franchise Agreement, we collect a “Product Council Marketing Fee” from you on behalf of the Product Council. The amount of the Product Council Marketing Fee is currently \$1,800 per year and is prorated for your first year in our franchise system based on the month you sign your Franchise Agreement and the number of months remaining in the calendar year. The Product Council Marketing Fee is not refundable, in whole or in part.

Referral

If you were referred to us by one of our existing franchisees, we may award that franchisee a referral fee, vacation package, or other incentive for making the referral.

Item 6

OTHER FEES

Type of Fee ¹	Amount		Due Date	Remarks
Property Management Royalties	5% on Property Management Revenue up to \$500,000 and 3% on all additional Property Management Revenue in any calendar year. If you have a pre-existing Property Management Business this fee is reduced to 3% on all Property Management Revenue.		On or before the 10 th calendar day of the month following the calendar month in which the Property Management Revenues were received or receivable.	Due on all Property Management Revenues. beginning in the 4 th month following the effective date of the Franchise Agreement if you are a new SVN Franchise.
~~Existing Franchisee~~ <u>Teams</u> Royalties	~~15~~ <u>12</u> % on Gross Receipts up to \$1,000,000, 10% on all additional Gross Receipts in any calendar year, and 5% on Property Management Revenue.		On or before the 10 th calendar day of the month following the calendar month in which the Gross Receipts was received or receivable.	This fee is only payable if you are an existing franchisee operating under our ~~Teams or Individual~~ Program.
Production Royalties	<u>Percentage</u>	<u>Calendar Year Gross Receipts</u> ²	By the close of business on the 10 th calendar day following each Transaction Closing ³ (excluding rental and lease transactions), or if there is no Transaction Closing (including rental and lease transactions) by the 10 th day of the following month.	<u>The Production Royalty you pay in any given calendar year depends on the amount of your Gross Receipts. We will set your Gross Receipts are subject to a tiered percentage royalty amount for each schedule, with each portion of revenue charged at the applicable royalty rate. Each</u> calendar year ~~of~~ your ~~SVN Franchise. Production Royalty percentage will reset to 7% and only the Gross Receipts earned in that year will apply for purposes of the calculation of the Production Royalties in that year.~~ If you are a new SVN Franchise, your obligation to pay Production -Royalties begins 4 months from the effective date of the Franchise Agreement.
Minimum Annual Royalty	~~\$25,00 if you are an existing franchisee operating under our Teams or Individual Program.~~ <u>• If you are participating in our Teams Program, \$10,000 for the first year and \$25,000 for each following year during the term of the Franchise Agreement.</u>		By January 31 st of each year if you haven't paid the Minimum Annual Royalty in the prior year.	Royalties you pay in a calendar year must equal or exceed the applicable "Minimum Annual Royalty." ~~We waive the Minimum Annual Royalty for the initial calendar year in which your Franchise Agreement is effective if you are a new SVN Franchise. This waiver does not apply to an existing franchisee who~~

Type of Fee ¹	Amount	Due Date	Remarks
	<u>If you are a “Small Market Franchisee”, \$15,000 for the first year and \$35,000 per year for each following year during the term of the Franchise Agreement.</u> <u>In all other cases, \$20,000 for the first year and \$50,000 for each following year during the term of the Franchise Agreement.</u> <u>If this is not your first SVN franchise or if you are renewing your SVN Franchise your Minimum Annual Royalty per year will be \$25,000 if you are participating in the Teams Program, \$35,000 if you are a Small Market Franchisee, or</u> ~~\$50,000~~ in all other cases <u>\$50,000.</u>		~~renews its Franchise.~~ We will adjust the Minimum Annual Royalty on a pro rata basis for any partial calendar year under your Agreement. We can waive the Minimum Annual Royalty for any length of time and enforce it at a later time.
Platform ~~Fee~~ <u>Fee</u> ³	\$1,200 per month.	By the 10 th day of the month.	(See Note 3)
Product Council Marketing Fee	\$1,800 per year.	January 1 st of each year.	You pay us this Fee. We decide how it will be spent with the input of the Product Council. ~~The Product Council~~
Brand Fund Contribution	No more than 2% of Gross Receipts ~~,~~ including Property Management Revenue.	At the same time Royalties are paid.	We have not formed a Brand Fund. If we do, you must pay a Brand Fund Contribution. We will provide you at least 30 days ¹ notice of your obligation to begin making Brand Fund Contributions.
Late and Non-Payment Charges; Interest on Unpaid Amounts	Interest at 10% per annum or the highest rate allowable under applicable law, whichever is less, plus our costs and expenses, including bank charges, arising from your non-payment. Plus, a late fee of 10% on any royalties not filed or paid within 10 days of the date due.	On demand.	Applies to all amounts not paid to us when due, until paid in full. (It also applies if there are insufficient funds for an electronic funds transfer or our right to perform the transfer is terminated.)

Type of Fee ¹	Amount	Due Date	Remarks
Default Reimbursement	Our costs and expenses to cure your default.	On demand.	Payable if we elect to cure your default.
Additional Services, Online Marketing and Tracking Systems Fee	Up to \$1,000 per month.	On demand.	We can charge for the use and/or maintenance of services we provide to you such as the SVN Dashboard or Extranet, any online service, program, and/or tool.
SVN Managing Director MDX Accelerator 2.0 Fee ⁴	\$5,000 per attendee.	Before training.	You, each of your Managing Directors, and your Broker In Charge if not a Managing Director, must attend this required training, unless we otherwise agree. If you are an entity one of your owners must also attend this training. We do not charge this Fee if you are a new franchisee in our System taking this training at the time you become a franchisee but all required attendees must still attend. Any new or replacement Managing Directors or replacements for your Broker In Charge must complete this training.
~~SVN ADX Accelerator Fee~~	~~\$495-\$800~~	~~Before training.~~	~~This is an optional program for your advisors.~~
SVN Annual Conference Fee ⁵	\$799 - \$1,300 per attendee (varies per location selected).	Before the conference.	You, one of your owners if you are an entity, or your Managing Director must attend this conference each year. Additionally, at least 50% of your Authorized Salespersons plus your Broker In Charge must also attend the conference each year. If any of your required attendees fail to attend the conference, we may charge you the conference fee for each required attendee who failed to attend.
Training, Meetings and Conferences Fee ⁶	~~\$399 - \$2,599~~ <u>Cost will depend upon type of meeting or conference, ranging from \$399 - \$2,500 per attendee per event</u>	On demand.	We may charge you these fees if you or your employees (e.g., Advisors, support staff, etc.) choose to participate in our optional

Type of Fee ¹	Amount	Due Date	Remarks
			training programs, meetings, conferences, and other similar activities. ~~This includes the SVN ADX Accelerator program.~~
-Support Fee	\$35 - \$300 per hour depending on the service.	On demand.	At your request we may, at our option, furnish administrative, executive, accounting and marketing support.
Audit / Inspection ⁷	Cost of audit / inspection plus interest at the highest compound rate authorized by law.	On demand.	Payable only if audit/ inspection shows an under-reporting, under-recording, or underpayment of 2% or more for any Transaction Closing or any relevant reporting period.
Indemnification	Will vary.	On demand.	You will have to reimburse us, our related companies and certain persons listed as "Indemnitees" in Section 15.2 of the Franchise Agreement if any losses or costs are incurred by us, including legal fees and/or settlement costs, related to your operation of the SVN Franchise.
Renewal Fee	~~\$5,000~~ <u>15,000</u>	On expiration of Franchise Agreement.	Only payable if we agree to renew your SVN Franchise. <u>Renewal Fee may be waived or reduced based upon when you sign the new franchise agreement.</u>

Type of Fee ¹	Amount	Due Date	Remarks
Mitigation Fee	The greater of \$2,000 times the number of full or partial calendar months that would have been remaining in the term of your Franchise Agreement as of the termination date, or the average Royalties paid per month as of the termination date multiplied by the number of full or partial calendar months that would have been remaining in the term of your Franchise Agreement.	Within 5 days of our demand.	If you breach the Franchise Agreement for certain causes described in Sections 12.2 and 12.3 of the Agreement, we can terminate the Agreement and charge you this fee to offset our costs and resources used.
SVN User Account Fee ⁸	\$45 per each active email account, per calendar quarter.	Quarterly, upon receipt of invoice from us.	You will be charged for each active SVN email account at your Franchised Business at the end of each quarter.
Advertising, Marketing, and Brand Protection Violation Fee ⁹	An amount equal to your monthly Platform Fee for a period of 6 months.	Monthly.	You must pay this amount if you receive 2 notices of any advertising, marketing, and/or brand violations from us within a 120-day period for failing to comply with our Policies regarding advertising, marketing or promotion of your SVN Franchise Business.
Transfer and Processing Fee	\$25,000	Before the transfer.	Payable if you sell the Franchise Business. No charge if the Franchise Business is transferred to a corporation or other entity that you control. We will refund this fee, less any administrative costs incurred by us to review the proposed transfer and evaluate the prospective transferee, if we do not approve the proposed transfer.
Credit Card Fee	3.9% of the total amount charged.	On demand.	Payable if you use a credit card to pay obligations under the Franchise Agreement.
Royalty Fee for Relocating or Opening Offices without Our Prior Consent	25% of Gross Receipts.	On demand.	We may charge you this fee if you relocate the Franchised Business or open any additional offices related to the Franchised Businesses without our prior written approval.
Liquidated Damages ¹⁰	~~Varies. See Note 10 below.~~ Amount equal to average monthly Royalties plus Platform Fees over the 12-month period	On demand.	Only payable if ~~you violate the No Disparagement provision in the Franchise Agreement or we terminate your~~ the Franchise Agreement due to your default.

Type of Fee ¹	Amount	Due Date	Remarks
	preceding month of termination, multiplied by the lesser of 24 or the number of calendar months remaining in the term of the franchise agreement as of the date of termination, subject to a minimum amount equal to Minimum Annual Royalty owed by Franchisee for the year of termination divided by 12, and multiplied by the lesser of 24 or the number of months remaining in the term as of the date of termination.		
Review Fee	\$300 per hour.	Upon receipt of invoice.	Payable only if you request us to review for approval a product, service or other item for use in the SVN System or a supplier.
Hold Over Fee	If we agree to allow you to continue to operate using our Marks after your franchise agreement expires you must pay amounts owing under agreement, and the percentage used to calculate Production Royalties and Property Management Royalties will increase by 10% over percentages used to calculate these royalties at time of expiration. If you continue to operate after your franchise agreement expires without our consent you must pay the then-current charges and royalties under current form of franchise agreement except that the Production Royalties and Property Management Royalties will increase by 20% over the percentages used to calculate these royalties at the time of expiration.	On demand.	Payable only if you do not sign a new franchise agreement but continue to operate using our Marks after the term of the Franchise Agreement.
Costs of Enforcement or Defense	All costs, including attorney's fees.	On demand.	You only pay this amount if we are successful in any litigation or arbitration, or in defending any

Type of Fee ¹	Amount	Due Date	Remarks
			claim you bring against us or if you fail to follow the mediation requirements of the Franchise Agreement before you bring a claim against us.

Notes to Chart:

1. All fees and other amounts in the chart above are payable to us and are non-refundable. Any fee or other amount stated in the chart above other than Royalties, the Renewal Fee and the Transfer and Processing Fee, that are required to be paid by Franchisee are subject to an increase of 10% of the prior amount charged. We will not increase any such fee more than one-time in a calendar year. We will provide 30 days written notice before increasing any of these required fees. We can increase any required fee or other amount in the chart above by 10% of the current amount of the fee or amount. Adjustments will be compounded annually and cumulatively including increases in any given year of greater than 10% to adjust for prior years when no increase, or an increase of less than the permitted percentage increase, was implemented. These limitations shall only apply to Franchise Agreements signed in connection with this Disclosure Document. All limitations shall expire or otherwise terminate on the expiration or termination of the Franchise Agreement. None of these limitations apply to any fees or other amounts that are charged by us or an affiliate for a service that you are not required to purchase or use. Examples of these fees ~~would be~~[include](#) the Review Fee, the Optional Training, Meetings and Conference Fee, the Credit Card Fee and the Support Fee. If we have any fees, taxes, or other assessments imposed on us because of payments you make to us, you must pay us an additional amount so that the net amount we actually receive after the deduction, payment or withholding is the full amount of the amount due to us.

We can require you to participate in an electronic funds transfer and reporting program(s) if we decide to collect amounts due to us by electronic transfer/direct debit from you. Upon our request, you must complete and execute an "Electronic Funds Transfer Agreement" (attached as Schedule ~~FE~~ to the Franchise Agreement) and any other form necessary to authorize and direct your bank or financial institution to allow us to direct debit from your account all amounts due to us. We can impose, eliminate, increase or decrease Initial Franchise Fees, training fees, technology fees, fees to participate in voluntary programs and specialty programs, late charges, returned check charges and access fees. We can waive and/or credit, reduce or defer payment of any fees and charges relating to a Franchise and/or the award of a Franchise. We can do so on a case-by-case basis, as we consider appropriate. We have occasionally agreed to modify fees on a case-by-case basis. Transactions that do not generate Royalties or that do not follow our marketing principals, are excluded from calculating awards and rankings in our awards programs. Additionally, those transactions in which Royalties are not paid by the due date will be excluded from calculating awards and rankings.

~~If you continue to use the Marks after expiration or termination of your Franchise Agreement with our consent, we consider you to be operating on a month-to-month basis under the terms of the expired or terminated Franchise Agreement and you must pay us an additional 10% fee on Gross Receipts in addition to all other Royalties or other amounts required under the Franchise Agreement. If you continue to use the Marks after expiration or termination of your Franchise Agreement without our consent, we consider you to be operating on a month-to-month basis under the then-current form of franchise agreement and except that the Production Royalties and Property Management Royalties will both increase by 20% over the percentages you are paying us at the end of the Term.~~

2. Certain Defined Terms:

“Authorized Salesperson” means each Senior Advisor, Advisor, Associate Advisor and such other persons we may denote as Authorized Salespersons of a franchisee.

“Gross Receipts” includes all revenue, fees, commissions, compensation, or other amounts in any form, received or receivable by the Franchise, including or Commercial Real Estate Services, Auction Services, Leasing Services, Approved Residential Portfolio Sales, Ancillary Services and any amounts attributable to any other services or products sold under or in connection with the Marks or the System. Gross Receipts includes, without deduction for your costs or expenses, any amounts received or receivable by or on behalf of your salespersons, agents or other representatives in connection with any products or services that are promoted or sold under any of the Marks or the System. Gross Receipts does not include Property Management Revenue, unless we otherwise approve of its inclusion in Gross Receipts.

“Ancillary Services” means any services we have approved that are ancillary and in addition to Commercial Real Estate Services.

“Approved Residential Portfolio Sale” means the offer and sale of residential real Estate brokerage services for multiple parcels or units of residential property in a common development whereby you act on behalf of the developer or owner of the residential property, upon our prior written approval.

“Auction Services” means providing services for online, sealed bids, and open cry bid auctions for clients that need to accelerate the disposition of single assets and portfolios of real estate and financial instruments.

“Auction Revenues” means -fees, commissions or other compensation calculated at their fair market value in United States currency, received or receivable by Franchisee (directly or indirectly), whether in cash, equity position or for credit or barter (and, if for credit or barter, whether or not payment is received), or any other consideration for all Auction Services, including, Auction Services performed in connection with Approved Residential Portfolio Sale Services.

“Leasing Services” means and includes leasing and related lease marketing services you provide to a tenant or landlord.

“Production Royalty” means the royalty fee that you must pay us on Gross Receipts other than Property Management Revenues.

“Property Management Services” means commercial property management services including Multi-family Properties consisting of 5 or more residential units you provide, including rent collection, contract service management, construction management or administration, project management, property accounting, asset management and lease administration.

“Property Management Revenues” means all Gross Receipts, received or receivable* by you (directly or indirectly) in connection with Property Management Services (exclusive of Leasing Services).

“Royalties” means the Property Management Royalties and Production Royalties and Production Royalties you must pay to us under the Franchise Agreement.

“Transaction Closing” means the closing of any sale, exchange, auction, rental, or lease of real property, including any escrow closing, for which you have performed services we have approved.

3. Platform Fee. We may use this fee for any purpose. However, we currently ~~intend to~~ use it to help cover the costs of maintaining and enhancing our platform system, which grants access to services, tools, and resources tailored to facilitate property transactions, including listing properties, marketing tools, transaction management, and access to market and analytics.

4. SVN Managing Director MDX Accelerator 2.0. This program must be completed by any new or replacement Managing Director or Broker In Charge within 120 days of becoming a Managing Director or Broker In Charge.

5. SVN Annual Conference. This conference is open to Franchise-owners, Managing Directors, ~~advisors~~ Authorized Salespersons, support staff and prospects. The cost of the conference is \$799 - \$1,300 per attendee, and while the cost will vary based upon the selected location, it includes most meals. You are responsible for any travel, lodging and incidental expenses incurred by your attendees at the conference.

6. Optional Training, Meetings and Conferences. ~~This range covers the estimated costs for our optional training programs, meetings and conferences. Currently, the costs for our optional training programs are as follows: SVN ADX Accelerator (\$495 - \$800 per attendee) Managing Directors Meeting for owners of Franchisee and Managing Directors only (\$399 - \$499 attendee, including some meals); and the SVN Annual Conference for employees of franchisees and others (\$799 - \$1,300 per attendee, varies per location selected, includes most meals).~~ You are responsible for your own air travel expenses, ground transportation, lodging and meals unless otherwise noted. (See Item 11 for more details on our training programs, locations, duration and content.) Currently, the costs for our optional training programs are as follows:

- SVN Advisor X (\$595 - \$800 per attendee);
- SVN Advisor X Advanced (\$595 - \$1,000 per attendee);
- SVN AI X (\$490 per attendee);
- SVN Property Management X (\$750 - \$2,500 per attendee); and
- SVN Operations X (\$595 per attendee).

The cost of optional meetings and conferences are as follows: Managing Directors Meeting for owners of Franchisee and Managing Directors only (\$399 - \$1,000 per attendee)).

7. Audit/Inspection. We may also immediately terminate your Franchise Agreement, subject to applicable state law.

8. SVN User Account Fee. This account will provide you access to the SVN System to file transaction and gain access to our resources, which includes research, marketing, training and vendor resources. It also provides you with access to the Google enterprise platform which will provide you with various capabilities.

9. Advertising Violation Fee. Your payment of this Fee does not limit any other rights or remedies we may have under your Franchise Agreement or applicable law.

~~10. Liquidated Damages. You and your owners may not make any disparaging remarks, about us. This restriction does not apply to your right to communicate candidly with anyone as necessary in order to: (i) comply with a legal process; (ii) convey information to your business, legal, tax, or other similar advisers; or (iii) discuss your experience with the SVN franchise and System via one-on-one phone conversations initiated solely by a prospective franchisee who obtains your contact information solely through this disclosure document. If we terminate your Franchise Agreement, you must pay us, as liquidated damages, an amount equal to the greater of: (i) \$2,000 times the number of full or partial calendar months remaining in the Term at the date of termination, or (ii) the average Royalties paid per month as of the termination date multiplied by the number of full or partial calendar months that would have been remaining in the Term at the date of termination.~~

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Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	CONVERTING AN EXISTING FIRM TO A SVN FRANCHISE	STARTING A NEW SVN FRANCHISE			
Initial Franchise Fee ¹	\$30,000	\$30,000	Lump Sum	When you sign the Franchise Agreement.	SVNIPBC
Product Council Marketing Fee ²	\$1,800	\$1,800	Lump Sum	When you sign the Franchise Agreement.	SVNIPBC
Brokers License ³	\$100 - \$500	\$100 - \$500	As arranged	Before opening	State Authority
Insurance ⁴	\$0 - \$10,000	\$2,000 - \$10,000	As arranged	New Franchise: Before opening. Converting Franchise: Within 21 days of the date you sign your Franchise Agreement and before you conduct business under the SVN name.	Approved Insurance Company
Security Deposit and Rent (3 Months) ⁵	\$0	~~\$4,000~~ 4,000 - \$7,000	As arranged	Before opening	Landlord
Leasehold Improvements ⁶	\$0	\$0 - \$5,000	As arranged	Before opening	Vendors
Utility Deposits	\$0 - \$300	\$0 - \$1,000	As arranged	Before opening	Utilities
Signage: Interior, Exterior, Property ⁷	\$500 - \$3,500	\$500 - \$3,500	As arranged	Before opening	Vendors
Initial Office Furniture ⁸	\$0	\$0 - \$5,000	As arranged	Before opening	Vendors
Initial Office Supplies ⁹	\$0	\$0 - \$1,500	As arranged	Before opening	Vendors

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	CONVERTING AN EXISTING FIRM TO A SVN FRANCHISE	STARTING A NEW SVN FRANCHISE			
Initial Office Equipment and Computer System ¹⁰	\$500 - \$3,500	\$500 - \$3,500	As arranged	Before opening	Vendors
Initial Business Cards, Stationery and other printed materials ¹¹	\$500 - \$850	\$500 - \$850	As arranged	Before opening	Approved Vendors
Legal and Professional Fees and Expenses ¹²	\$0 - \$5,000	\$0 - \$5,000	As arranged	As incurred, varied times.	Vendors
Initial Advertising	\$100 - \$1,000	\$100 - \$1,000	As arranged	At opening	Vendors
Training Expenses ¹³	\$0 - \$5,000	\$0 - \$5,000	As arranged	After opening, at time of training.	SVNIPBC and Vendors
Additional Funds ¹⁴ (3 months)	\$3,735 - \$23,500	\$9,000 - \$43,500	As arranged	As incurred, varied times.	SVNIPBC and Vendors
Grand Total¹⁵	\$37,235 - \$84,950	\$48,500 - \$124,150			

For a conversion SVN franchisee, the costs noted may be incremental for some but not all expenses a converting franchise may incur in making the transition to the SVN System and some, but not all cost are in addition to those cost ordinarily incurred in the operation of a conversion Franchisee's existing commercial real estate services business.

Footnotes:

1. The Initial Franchise Fee for a single Franchise Business is \$30,000, unless you are a Small Market Franchisee in which case the Initial Franchise Fee is reduced to \$20,000. The Initial Franchise Fee is reduced by 15% if you qualify for our U.S. Military Veteran's Discount. You will pay the non-refundable Initial Franchise Fee in a lump sum at the signing of the Franchise Agreement.
2. The amount of the Product Council Marketing Fee is currently \$1,800 per year and is prorated in your first year based on the number of full months remaining in the calendar year in which you sign the Franchise Agreement.
3. You must be, or you must have secured for the SVN Franchise the services of a real estate broker, duly licensed under the laws of the State within which the SVN Franchise will be located.
4. Before you begin operating your SVN Franchise and throughout the term of your agreement (or for such longer period as may be specified in the Manuals), you must carry and maintain insurance as required under the Franchise Agreement and according to the coverage and other requirements that are

specified in the Manuals. See Item 8 for our insurance requirements. In addition to these minimum insurance requirements we strongly recommend that you obtain and maintain Cyber Liability Insurance, but we do not currently require you to do so. The low estimate for a conversion Franchise assumes you already maintain insurance meeting our requirements. The actual premiums for insurance will vary depending upon certain factors unique to each Franchisee. If you employ one or more additional Authorized Salespersons ~~or Associate Advisors~~, your costs for insurance will likely increase correspondingly.

5. We have not provided an estimate for office space for a conversion SVN Franchise because we have assumed you will continue to operate from your existing office space. The low estimate for a new SVN Franchise assumes we have approved you to operate from your home office or virtually. The high estimate assumes you are operating from an executive suite, co-working space, or other similar location. Locations vary in size and cost depending upon your particular needs. Lease rates and construction and remodeling costs vary widely, depending upon the location, design, configuration, and condition of the premises, the condition and configuration of existing services and facilities such as air conditioning, electrical, and plumbing, and the terms of your lease for your office location. Your office location must comply with any and all applicable laws. Additionally, your office location must comply with SVN Primary Market Area requirements.

6. The low estimate for a conversion SVN Franchise assumes you are operating from an existing office space that already meets our Policies. The low estimate for a new SVN Franchise assumes you are operating from a leased furnished executive suite, co-working space, or we approve a home office location.

7. You must obtain and maintain exterior and interior property signs required for your SVN Franchise that meet our Policies, provided that your lease or client agreement allows you to do so. In addition to meeting our specifications and standards for signage, you must comply with the local ordinances and restrictive covenants applicable to the SVN Franchise Business.

8. The low estimate for a conversion assumes your existing business has office equipment that meets our Policies. The low estimate for a new SVN Franchise assumes you are operating from a leased furnished executive suite, co-working space, or we approve a home office location.

9. The low estimate for a conversion assumes your existing business has office furniture that meets our Policies. The low estimate for a new SVN Franchise assumes you are operating from a leased furnished executive suite, co-working space, or we approve a home office location with office furniture that already meets our Policies.

10. You must have certain office equipment including: a dedicated telephone line, a modem or high-speed data connection to the Internet (such as a digital subscriber line or DSL), a computer or tablet capable of communicating online, a video camera, microphone, speakers or comparable audio and video hardware, and other equipment described in the Manuals or otherwise required in writing. In addition, you must have or acquire other computer hardware and software sufficient to satisfy your other typical business needs. The actual cost of that equipment will vary depending on the quality and quantity of computer equipment you already have or have to acquire and whether the equipment is purchased or leased. The low estimates assume you have a computer and office equipment meeting our Policies.

11. You must obtain an initial inventory of printed or online templates of collateral materials, stationery and business forms bearing the “SVN” name and Marks.
12. You must file for a fictitious business name in accordance with our Policies (e.g., SVN I Smith Group). The low estimates assume you do a minimal amount of advertising when you open your SVN Franchise.
13. The low end assumes you have no ~~advisors~~[Authorized Salespersons](#) taking training and as the initial training is all online, we have assumed you would not incur additional expenses. The high estimates assume 10 of your ~~advisors~~[Authorized Salespersons](#) participate in the initial training program.
14. These estimates do not include any Royalties, owners or employees’ salaries or taxes. They also do not take into account the finance charges, interest and related costs you may incur if any portion of the initial investment is financed. These estimates cover the first 3 months of Platform Fees and the SVN User Account Fee (1-3 email accounts) paid to us, and the minimum estimated levels to cover basic operating expenses for the first three months after opening. If you are converting an existing business, the low estimate assumes you have pending transactions, contracts or lease renewals (which we may permit you to exclude from the applicable Royalties) and revenues from those pending transactions to cover your basic operating expenses for the first three months after opening.
15. All amounts are non-refundable unless otherwise noted. We do not offer any financing for your initial investment. We have prepared these estimates based on our experiences. We have been involved in the establishment and operation of SVN offices since 2016.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase any services or products that we may require, and purchases are made from our approved suppliers to the extent we require you to do so. We can approve a single distributor or other suppliers (collectively, “supplier”) for any product or service, and may approve a supplier only as to certain products or services. Our approval of a supplier can be conditioned on requirements relating to the concentration of purchases, payments or other consideration received by us, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our occasional continued evaluation of the supplier.

You can request the approval of a product/service by notifying us in writing and submitting information and/or materials as we request. We can require that you pre-pay any charges related to the review and evaluation of any proposal. We will notify you within a reasonable time of the decision. We can withdraw our approval of any product, service, or supplier by giving you notice.

We or our affiliates may be an approved or exclusive supplier of certain products/services to be purchased by you and/or other SVN franchisees. We can receive marketing, administrative and other payments and allowances from third party suppliers on account of purchases made by us, our affiliates, franchisees, and/or their respective clients. We and our affiliates can charge a mark-up on goods and services supplied to you or your clients by us or our affiliates. We are not required to remit any portion of any payments to you.

Specifications and Services. You must operate your SVN Franchise in compliance with our ~~policies, which include standards, specifications, policies, procedures, protocols and restrictions established by us and revised from time to time (collectively, our “Policies”)~~ and the Manuals. We will provide you with our Manuals and various supplemental bulletins and notices that will contain our Policies. We will furnish to you an approved list of suppliers that may be able to supply certain of your required products and services, which we may update periodically.

All business cards, brochure covers, graphics and stationery must be purchased from a supplier that we designate and must comply with our Policies. There is only one designated supplier for each of these items. We do not plan to evaluate or approve any alternate supplier(s).

You must use our customized, third-party online tracking and marketing system that will take information you provide and allow you to generate custom brochures and proposals. We are the sole supplier of this online tracking and marketing system. You must also obtain your email accounts for those performing services for your Franchise Business from us. Other than the above-referenced tracking and marketing system and email account, neither we nor any of our affiliates are currently a sole supplier of any products or services to you.

Neither we nor any of our officers have an ownership interest in any approved supplier to our franchise system, other than us.

From time-to-time various publications and other media may provide a discounted rate on advertising that we submit, whether on our behalf or on your behalf. We have the right to receive a reasonable mark-up on advertising placed through us.

Equipment and Signs. You must purchase and install, at your expense, equipment and signs that meet our Policies.

Office Equipment; Computer Equipment; Internet. You must obtain and maintain dedicated telephone lines and broadband data connection(s) to the Internet (such as a digital subscriber line, DSL, Cable Internet or Fiber.) You must obtain and maintain ~~computer hardware and software meeting our Policies.~~ You must maintain membership with a third-party network or internet service provider for the purpose of implementing software, transmitting and receiving data, and accessing the internet.

Advertising. You must conduct all advertising and promotion (including all electronic or written forms) according to our Policies and may not use or publish any advertising material that does not conform to our Policies. You must obtain prior approval from us of any vendor you propose to use to setup and maintain any website or websites on the Internet to advertise and promote your SVN Franchise Business. We must review and approve any such website before you launch it online.

Insurance. You must obtain and maintain the minimum insurance coverages and amounts as specified by us periodically in the Manuals. Our current requirements are described below:

- An occurrence-based commercial general liability insurance policy with minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate;
- A professional liability (errors and omissions) insurance policy with minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate;

- An automobile insurance policy for each vehicle used in the SVN Franchise, which policy shall insure against public liability for bodily injury in the minimum amount of \$100,000 per person and \$300,000 per occurrence and for property damages in the minimum amount of \$100,000;
- Workers' compensation insurance (per local requirements) and any other insurance and/or coverage requirements established under applicable law; and
- Extended Reporting "Tail" Coverage with minimum limits of \$1,000,000 per claim for a period of three (3) years after this Agreement is terminated, transferred or expires.

All of these insurance policies, other than workers' compensation, must: (i) contain separate endorsements naming us as additional named insured; (ii) not be subject to cancellation or modification, except on 30 days advance written notice to us; and (iii) contain an express waiver of all rights of subrogation against us.

~~Precise basis~~ Ways by which we may or will derive revenue or other material consideration from required purchases or leases:

We reserve the right to receive marketing, administrative, sponsorship or other payments and allowances from third-party suppliers on account of purchases made by you and other SVN franchisees, and their respective clients and to charge a mark-up on goods and services we or our affiliates may supply. Currently, we receive rebates ranging from .05% to 30% of the franchisees' total purchases. You are not entitled to receive any portion of these payments or allowances from us.

In our fiscal year ended December 31, ~~2024~~2025, our total revenues were \$~~11,580,000~~9,900,858 and our total revenue from required purchases or leases by franchisees was \$~~1,174,192~~1,216,664 or approximately ~~10~~12.2% of our total revenue. This information was taken from our audited financial statements and other internal financial records.

The estimated proportion of required purchases and leases to all purchases and leases by you of goods and services in establishing and operating the SVN Franchise:

Currently, the only purchases ~~Franchisee~~you will make from suppliers that must be approved by us or that must meet our standards or specifications are insurance, advertising, signage, equipment and business cards, postcards, stationery, brochures and proposals, and other office supplies bearing our service marks, although this list is subject to change.

For an existing business converting to an SVN Franchise, we estimate that these purchases will represent between 1% and 67% of your expenditures for leases and purchases in establishing your SVN Franchise and 8% to 12% of your purchases on an ongoing basis. For a new SVN Franchise, we estimate that these purchases will represent between 21% and 77% of your expenditures for leases and purchases in establishing your SVN Franchise and 8% to 12% of your purchases on an ongoing basis.

We negotiate some purchase arrangements with suppliers, including price terms, for the benefit of our franchisees. There are presently no purchasing or distribution cooperatives in which you must participate. We do not provide any material benefits to you based on your use of designated or approved suppliers.

Item 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a) Business site selection and acquisition/lease	Section 6.1 of the Franchise Agreement	Items 8, 11 and 16
b) Pre-opening purchases/leases	Sections 6.2, 6.4 and 14.1 of the Franchise Agreement	Items 5, 6, 7, 8 and 11
c) Site development and other pre-opening requirements	Sections 6.2 and 9.4 of the Franchise Agreement	Items 8 and 11
d) Initial and ongoing training	Section 5.1 of the Franchise Agreement	Items 6 and 11
e) Opening	Sections 9.4 and 14.1 of the Franchise Agreement	Item 11
f) Fees	Sections 4.1 – 4.9, 5.1, 6.4 and 12.6 of the Franchise Agreement; and Sections 1, 2, 3 and 6 of the Renewal Addendum	Items 5, 6, 7, and 11
g) Compliance with standards and policies/Operating Manual	Sections 1.1, 2.1, 3.2, 4.3, 4.8, 6.2 – 6.10, 7.1, 7.3, 8.1 – 8.4, 9.1, 9.3, 9.4, 13.1, 14.1 and Schedule GE of the Franchise Agreement; and Sections 2, 6, 7, 10, and 11 of the Franchisee Intranet Services Agreement	Items 11, 14 and 15
h) Trademarks and proprietary information	Sections 2.2, 2.3, 9.1, 9.3, 9.4, 9.6 and 10.2 of the Franchise Agreement; and Sections 4, 5, 9, 10 and 11 of the Franchisee Intranet Services Agreement	Items 11, 13, and 14
i) Restrictions on products/services offered	Sections 6.3, 9.6 and Schedules C and D of the Franchise Agreement	Items 8 and 16
j) Warranty and customer service requirements	Section 13 of the Franchisee Intranet Services Agreement	None
k) Territorial development and sales quotas	Section 4.6 of the Franchise Agreement	Items 6, 12 and 16
l) Ongoing product/service purchases	Sections 5.3, 6.3, and 6.4 of the Franchise Agreement	Items 6, 7 and 8
m) Maintenance, appearance	Sections 6.2 and 6.4 of	Items 7 and 16

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
and remodeling requirements	the Franchise Agreement	
n) Insurance	Sections 8.3 and 14.1 of the Franchise Agreement; and Section 6 of the Renewal Addendum	Items 8 and 16
o) Advertising	Article 7 and Section 9.1 of the Franchise Agreement	Items 6, 8, 11, and 13
p) Indemnification	Section 15.2 of the Franchise Agreement; and Section 14 of the Franchisee Intranet Services Agreement	Item 6
q) Owner's participation/management/staffing	Sections 6.3, 6.10 and 8.3 of the Franchise Agreement	Item 15
r) Records and reports	Section 6.5, Article 8 and Section 9.1.3 of the Franchise Agreement	Items 6 and 8
s) Inspections and audits	Sections 6.3.6, 8.2 and 9.1.3 of the Franchise Agreement	Item 6
t) Transfer	Sections 11.2 and 11.4 of the Franchise Agreement; and Section 15 the Franchisee Intranet Services Agreement	Item 17
u) Renewal	Sections 3.2 and 3.3 of the Franchise Agreement	Item 17
v) Post-termination obligations	Sections 7.3.4, 9.4, 9.7, 10.2, 13.1, 13.2 and Article 17 of the Franchise Agreement	Items 13 and 17
w) Non-competition covenants	Section 10.1 of the Franchise Agreement	Item 17
x) Dispute resolution	Article 17 of the Franchise Agreement	Item 17
y) Personal Guaranty	Section 11.3 and Schedule B of the Franchise Agreement	Item 15

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Item 10

FINANCING

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

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Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations

We have the following obligations to you before you open your SVN Franchise for business:

1. If you do not already have a location, we will have the right to accept or reject the site you select. (Franchise Agreement Section 6.1.) You are solely responsible for the location of your SVN Franchise office. We try to approve or reject your proposed site within 30 days after you have submitted your proposed site. The factors that we consider in accepting SVN Franchise locations include the size of the market area, physical characteristics of the location and your evaluation of your needs, as well as your agreed upon Primary Market Area. Although we may permit you to operate out of your home or virtually, typically, an SVN Franchise operates out of an office location, which in some cases is an executive suite or co-working space. If we deny approval of a proposed site, you must submit a new location for approval. We will continue this process until you have located a site acceptable to us, which may include you being permitted to operate virtually.
2. Unless you are signing your Franchise Agreement in connection with the renewal of your relationship with us, we will loan you (or allow you electronic or other access to) 1 copy of the Manuals to use during the term of the Franchise Agreement. The Manuals contain our Policies. You must comply with any mandatory Policies. (See Sections 5.2.1 and 6.5 of the Franchise Agreement.) The Tables of Contents of our Manuals are attached as Exhibit F. Currently, the SVNIPBC Confidential Operations Manual contains ~~81~~91 pages and the SVNIPBC Branding Guide contains 42 pages, for a total of ~~142~~133 pages.
3. We will provide, at no additional charge, exemplar artwork for you to use in purchasing, at your cost, stationery, advertising, property signs and other marketing materials. (See Section 5.2.2 of the Franchise Agreement.)
4. We will provide you with a three-month onboarding training program called "Trello Board," which will guide you through all the features and software needed to launch your SVN Franchise. This training is conducted online and is mandatory for new franchisees or the Managing Director of the franchisee. We do not charge you for this onboarding program. (See Section 5.1.4 of the Franchise Agreement.)

Post-Opening Obligations

We have the following obligations to you after you open your SVN Franchise for business:

1. We will provide you access to the SVN User Account that will allow you to generate brochures, proposals and related marketing materials. We will also make available to you at no additional charge electronic versions (if available) of various sales aids and marketing materials for use in connection with your Office. (See Section 5.3.1 of the Franchise Agreement.)
2. Our staff or other designees will be available to you to the extent we determine appropriate by telephone and/or online interactive sessions or other methods selected by us to provide support and/or information to you. (See Section 5.3.7 of the Franchise Agreement.)
3. We will arrange for opportunities for you to liaise with other SVN franchisees in ways and using methods we choose, which may include, the Internet, our Intranet or Extranet, virtual meetings, email, conference calls and company meetings. (See Section 5.3.2 of the Franchise Agreement.)
4. We will conduct national and regional brand marketing to the extent and in the manner we choose. (See Section 5.3.5 of the Franchise Agreement.)
5. We may conduct sales contests for all SVN Franchises from time to time. Additionally, we may offer SVN Franchisees and selected ~~advisors~~ Authorized Salespersons the option to participate in extra-curricular company programs for a fee. Participation by you in any such extracurricular company program will be optional. (See Section 5.3.5 of the Franchise Agreement.)

~~6. ——— You will have the right to~~ You may sell your services at any price you determine ~~and will in no way be bound by any price which we may recommend or suggest.~~

Intranet. We have established an Intranet through which SVNIPBC and SVN franchisees may communicate with each other, and through which we may disseminate the Manuals, updates and other confidential information. We will have sole discretion and control over all aspects of the Intranet, including the content and functionality. You may use the Intranet, subject to your compliance with our Policies. (See Sections 6 and 7 of the Franchise Agreement.) We have independent access to information and data that is collected electronically through the Intranet. You and your users must sign our then current form of Intranet Services Agreement(s). The current form is attached to the Franchise Agreement as Schedule “G” and is subject to change. You must comply with our usage policies. We do not warrant the Intranet content or functionality.

Marketing

We have no obligation to spend any amounts on marketing your Franchise. We do not have a Brand Fund.

System Brand Fund

We have not yet formed a System Brand Fund, but may in the future. If we form a System Brand Fund you must pay a monthly Brand Fund Contribution. That amount will not be more than 2% of your Gross Receipts, including Property Management Revenue.

Your Contributions to this Fund will be due at the same time you pay your Royalty Fees. If we institute this Fund we intend that all of our franchisees will contribute to this Fund. SVN businesses operated by us or our affiliates will not contribute to this Fund.

We will account for the Contributions to this Fund separately from our other revenues. We will not use these Contributions to pay any of our general operating expenses other than as discussed below.

The purpose of the Fund will be to develop programs that benefit the SVN brand and promote the Marks. This means we may use monies in the Fund for any purpose that promotes any of our Marks and the overall brand, including the creation, production and placement of advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns and the cost to maintain and update our website, web pages, social media and social networking sites, profiles and accounts and for the costs of search engine optimization; in-house staff assistance to administer and maintain the Fund and to perform services for the Fund, including salaries and overhead of the individuals performing any of these services; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities; and the cost to produce marketing materials, including mailers, that our franchisees may use.

We may create advertising materials or programs in-house or use national, regional or local agencies. Advertising may be placed in local, regional or national media of our choice, including print, direct mail, electronic and online advertising, radio or television. We do not guarantee that advertising expenditures from the Fund will benefit you or any other SVN Franchisee directly, on a pro rata basis, or at all. It is our responsibility to determine how these monies are spent. We are not required to use monies in this Fund to benefit any individual market. However, we will not spend any portion of these monies for advertising principally designed to solicit the sale of franchises, but we may use monies in the Fund to update and administer our or our affiliate's website, which may contain information on franchise opportunities. As of December 31, ~~2024~~2025 we had not collected any Contributions to the Fund, and had no expenditures.

Any unused amounts in the Fund in any calendar year will be carried over to the following year. Any interest the Fund earns will be used for Fund purposes before we use any principal. At your request, we will make available to you an annual accounting for the Fund that shows how the Fund proceeds were spent for the previous year, but these statements will not be audited. We may, but have no obligation to, loan amounts to the Fund and can determine the repayment obligation of the Fund, including interest rate of the loan and repayment terms, as we see fit.

Councils and Cooperatives

We can form advertising/marketing councils or cooperatives as we see fit based upon industry segments or property types, geography, transaction type or volume, or other criteria, as we consider

appropriate. We have the right to form and administer any council or cooperative or allow a council to self-govern. In either case, you must participate in any applicable council or cooperative. We can change, merge or dissolve the any council or cooperative s or establish other councils or cooperatives as we see fit.

Beginning in 2024, we began establishing what we refer to as “Product Councils.” As of the issuance date of this Franchise Disclosure Document, there are ~~17~~16 active Product Councils. Each Product Council has as its stated goal to increase the productivity, visibility and presence of all participants while elevating the SVN brand and specialized expertise. A Product Council is made up of franchisee members in the applicable market. We select the Chair(s) and Co-Chair(s) of each Product Council. These Product Councils are self-governing, are advisory in nature, but provide input to us on how Product Council Marketing Fees should be spent in their specific markets. These Councils have no operational or decision making power. The Council operates from Bylaws and other governing documents that we must approve. As of December 31, ~~2024~~2025 there were ~~17~~16 active Product Councils in our franchise System. We have no obligation to establish additional Product Councils but may in the future depending upon the specific market and the number of SVN Franchises in that market. For us to consider establishing a new Product Council in a market there must be a minimum number of franchisees operating in the market, along with a minimum number of ~~advisors~~Authorized Salespersons working with these Franchisees, and some of the ~~advisors~~Authorized Salespersons must qualify for our Certified Specialist designation.

You will pay us a Product Council Marketing Fee in the amount of \$1,800 each year. We can change the amount of this Fee on 30 days notice to you. We will spend these funds as we see fit on marketing activities in your market, but with the input of the Product Council in your market. If there is a Product Council in your market you must join it when you become a Franchisee in our System. You must comply with its governing documents and pay any amounts it may require in addition to the Fee above.

From time ~~to~~time we may establish local or regional advertising cooperatives. If we do, and we establish one in your market, you must participate in, support and contribute a proportionate share of the cost of any regional cooperative marketing and advertising programs we designate. The amount of your contribution will be determined by the regional cooperative although we may designate the contribution amount if the regional cooperative is unable or unwilling to do so. We can designate regional and local advertising or marketing markets, to establish regional marketing and advertising cooperatives and to establish the bylaws and other rules under which these cooperatives will operate. SVN businesses owned by us or our affiliates will have the same voting power as Franchises within that local or regional marketing and advertising cooperative. The marketing and advertising cooperative will use contributions to fund local and regional advertising and promotional campaigns that we approve for use by the cooperative. Each cooperative will determine its own voting procedures so long as those procedures are consistent with the general operating rules we have established. We can form, change or dissolve these cooperatives, or merge them with other cooperatives.

Other than as discussed above, we do not have an advertising councils or cooperatives that advises us on advertising policies.

Internet

We have registered the Internet domain: www.svn.com and have established a site using this domain name. The domain name is our sole property, ~~and you will~~ You may not register or use any domain name or URL that contains the word or initials “SVN” or any other words or symbols we designate, except

to the extent we permit you to do so in our Policies. You must obtain our prior written approval before using any of our Marks in any form on the Internet, including URLs, domain names, hash tags, e-mail addresses, locators, links, metatags, or search techniques. (See Section 7.3.2 of the Franchise Agreement.)

We may post your listings, our listings and listing of our affiliates and others including other franchisees on one or more internet or intranet web sites. We may exclude from the site(s) or other publicity listings that fail to meet our Policies. We may establish policies which control posting of listings and other information regarding Approved Services and/or any SVN Franchise on internet websites not sponsored or approved by us. (See Section 7.3.4 of the Franchise Agreement.) We have independent access to [all](#) information and data ~~that is~~ collected electronically through www.svn.com. You also must follow our [Policies](#) regarding Internet key word purchases, social network pages, videos or any other publication on the Internet in which ~~the~~[our](#) Marks are used.

Local Advertising

The format, content and media of all of your advertising must meet our Policies as stated in the Manuals. (See Section 7.1 of the Franchise Agreement.) Additionally, you must maintain, at your own expense, one or more telephone numbers. You must conduct all telephone directory advertising under our then-current Policies, as stated in the Manuals, and all advertising, including telephone directory advertising, is subject to our prior written approval. (See Section 7.3 of the Franchise Agreement.) If we give you written permission to conduct Permitted Outside Services independently of your SVN Franchise, you must follow our Policies for doing so. For example, you must use separate telephone number(s), business cards and letterhead to avoid any suggestion that you are conducting these services as part of your SVN Franchise.

Training

Our current training programs for franchisees are described below and are subject to change. Topics may be added or deleted in our discretion, or instructors changed without notice. Our corporate officer in charge of our training programs is Lukas Krause, who served on our Board from October 2021 to January 2025, and has served as our Chief Executive Officer since August 2024. His ~~experience~~ in the commercial real estate industry come from his involvement with our company. Classes will be taught by members of the Franchise Services Team (~~see chart below~~) and various franchisees we select with expertise in a particular subject area. Each of these individuals will have at least ~~at least~~ one year of experience in the real estate industry.

All of our ~~training~~ programs, with the exception of our online onboarding program and our Initial Training Program we refer to as the “SVN Managing Director MDX Accelerator 2.0” program, are optional.

We can modify, expand, or discontinue any of our training programs at our option and can charge a reasonable fee for participation in any of them. Currently, we charge fees ranging from \$399 to \$2,599 for the training programs, conferences and meetings, including ~~the~~ Managing Directors Meeting, and the SVN Annual Conference. You are responsible for all costs associated with participation/attendance, including travel-related expenses (if any).

Initial Training Program

If you are a new SVN Franchisee, you, at least one of your owners if you are an entity and in either case all of your Managing Directors and your Broker In Charge if this individual is not a Managing Director, must complete our Initial Training Program, which we refer to as the “SVN Managing Director MDX Accelerator 2.0”. If you are a new Franchisee we will not charge for this training as long as it is completed by all of the required attendees in connection with the purchase of your Franchise. All required attendees must complete this training program to our satisfaction within 9 months of signing the Franchise Agreement. If this does not occur we may terminate the Franchise Agreement and retain all amounts you have paid to us or our affiliates. This training program is held all on-line. This training program is typically held 3 times a year but may be held at other intervals we select. You are responsible for any costs incurred by any of your personnel to participate in this program. We use our confidential Operations Manual and our training materials as our primary materials for this training program. Our initial training program as of the date of this Disclosure Document consists of approximately 3 days of training as follows:

TRAINING PROGRAM

TRAINING PROGRAM (Online Training Program)			
SUBJECT	APPROX. HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Welcome to SVN	.75	0	Virtual
• Broker Management Tools Financial and Operations Expertise Expanded Access to Expertise Recruiting Profiles and Best Practices Market Accelerator Reporting Benchmarking Support • Bi-monthly client check	20	0	Virtual
Onboarding: SVN Platform & Technology: • Calendar – Google Applications • Gmail – Google Applications • Google Drive – Google Applications • Buildout: Comprehensive guide to familiarize with Buildout software capabilities. • SVN Tools: Comprehensive guides on where to find essential resources and tools	4	0	Virtual & Recorded Sessions
Total	24.75	0	

If you have new or replacement Managing Directors or Broker In Charge they must complete the initial training program within 120 days of being named a Managing Director or Broker In Charge.

Optional Training Programs

We may offer additional training programs via the SVN Dashboard or in person at various hotel conference room locations across the United States, regional events or conferences for which we may charge you a fee. For example, we currently offer the following optional training programs:

~~SVN ADX Accelerator.~~ Advisor X. This program is designed for Authorized Salespersons, and ~~This is an optional training program for your advisors, which~~ is taught by other ~~advisors~~ salespeople in the our franchise system. The cost to attend this program is currently ~~\$495~~ \$595-\$800 depending on the speakers we may invite. The length of this program is approximately 10 weeks. This program is completely virtual.

SVN Advisor X Advanced. This program is designed for Authorized Salespersons. The cost to attend this program is currently \$595-\$1,000. The length of this program is approximately 6 months. This program is completely virtual. ~~OperationsX Training.~~

~~This is an optional training program that you or if you an entity~~ SVN AI X. This program may be attended by advisors, managing directors, and your owners ~~may attend if you are a Business Entity.~~ There is no The cost to attend this training program is \$490. This training program is designed to show the attendees how they can use AI tools in the operation of their Franchise Business. The length of this program is approximately 6 weeks. This program is completely virtual.

SVN Property Management X. This program is intended for the officers of our franchisees who are a Business Entity. This training program covers topics for skill development, strategies and tools to build and scale a property management operation. The cost to attend this program is \$750-\$2,500. The length of this program is 3 months. This program is completely virtual.

SVN Operations X. This program may be attended by you or your owners if you are an entity. The cost to attend this program is currently \$595. This training program covers a variety of topics including ~~pipeline~~ office management, ~~marketing resources, deal entry and payment systems, social media management and recruiting post oversight~~ financial tracking, industry software proficiency, marketing strategies, and market specific recruitment. The length of this program is approximately ~~83 hours~~ months. This program is completely virtual.

Online Training Program. We currently provide a remote, online training program via the Internet and/or telephonic conference call to all SVN franchisees, consisting of a variety of topics ("Training Modules"). Participation in any of the Training Modules is optional. We currently offer SVN franchisees 13 online training courses covering commercial real estate elements. Each course contains 4-7 videos with a duration of 4-15 minutes per video. There is currently no separate training charge for this program.

Conferences and Meetings. We may hold conferences and meetings throughout the year, including the following: ~~(i) the SVN Annual Conference, typically held in March each year, which will last approximately 2.5 days, is mandatory for you or your Managing Director; and (ii) an annual meeting for Franchise owners and Managing Directors only (the "Managing Director Meeting"), which will last approximately 1 day.~~ The fees for these conferences and meetings range from \$399 to \$2,599 per attendee. You are responsible for your all registration fees, travel, lodging and meals if not covered in the conference/meeting fee. of your attendees. ~~Except for the SVN Annual Conference, attendance is optional for all SVNIPBC. We currently hold the following conferences and meetings but is highly recommended by us.~~

- SVN Annual Conference - Typically held in March each year. Lasts approximately 2.5 days. You Mandatory for you or at least one of your owners, ~~or and each of~~ your Managing Director, and at least 50% of your Authorized Salespersons plus the Broker-In-Charge, must attend the SVN Annual Conference Directors. Registration fee is \$799 - \$1,300 per attendee depending upon

[location and other factors.](#)– If any of your required attendees fail to attend the Conference, we may charge you the conference fee for each required attendee who failed to attend.

- [Managing Director Meeting – Optional for your owners and Managing Directors. The registration fee for this meeting range from \\$399 to \\$1,000 per attendee.](#)

Computer System

Unless already owned, you must purchase the office equipment we specify, including a computer system, printer/scanner, a high-speed connection for Internet/computer communications, and one standard voice line. We do not specify the brands or minimum requirements of the computer system other than it must be capable of accessing the Internet and the SVN Dashboard while running Google Applications on the Google Chrome web browser.

We recommend the following computer and applications for use in your SVN Franchise: any computer capable of running the Google Chrome browser; standard office-computing applications; either Windows 10 or later or Mac 10.15 (Catalina) or later; a broadband Internet connection; [current version of](#) Microsoft Office; and a video camera, microphone, speakers or comparable audio and video hardware. We also recommend that you implement the latest security software to protect your computers and/or network and have a system to back up files regularly on either an external hard-drive or an online system. We estimate the cost of purchasing such a computer system to be approximately \$2,500, but may be more based on the number of licenses you purchase. You must also pay us a Platform Fee, which is currently \$1,200 per month, for access to our platform system.

Neither we nor any of our affiliates has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer systems. Maintenance, support and/or update/upgrades to the hardware and software may be available from the manufacturer and/or vendor and you should research the cost when you purchase the hardware and software. ~~Since~~[As long as your computer system meets our specifications,](#) we do not require ~~you to purchase specific hardware or software, we are not able to estimate the cost of any~~ maintenance, updating, upgrading or support ~~of the hardware or software~~[contracts for your computer system. The annual cost for any optional maintenance, updating, upgrading, or support contracts will depend on the brand of the computer you decide to purchase, which we do not specify, but we estimate the annual cost to be between \\$0 and \\$1,200.](#) You must upgrade or update any of your computer systems during the term of your Franchise Agreement as we require and there are no contractual limitations on the frequency or cost of these obligations.

We have the right under the Franchise Agreement and Franchisee Intranet Services Agreement to independently access all information generated and stored in your computer systems and in all cases have access to the Intranet content. There are no contractual limitations on our right to access this information. (Section 6.7 of the Franchise Agreement.)

Opening the SVN Franchise.

We estimate the typical length of time between signing a Franchise Agreement and opening an SVN Franchise office is between 10 and 90 days. Some factors that may affect the time period for the opening of your Franchise office include your ability to obtain a lease, financing or building permits, zoning and local ordinances, state real estate brokerage licensing requirements, weather conditions, shortages, or delayed installation of equipment fixtures and signs. If you fail to open your Franchise Business within

120 days of signing the Franchise Agreement we may terminate the Franchise Agreement and retain all amounts you have paid to us.

Item 12

TERRITORY

You do not receive a territory under the Franchise Agreement, so 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. We may establish other licensed or SVNIPBC-owned or related businesses that may compete with your SVN Franchise. Without limiting the generality of the preceding sentence, we will assign to you a “Primary Market Area” typically consisting of a metropolitan area. As of the effective date of this Disclosure Document, our minimum Primary Market Area is generally a county, but we may change the size of a minimum Primary Market Area in the future. “Primary Market Area” contemplates the area in which you will conduct more than 50% of your business. The Primary Market Area and the license granted to you are nonexclusive, and we reserve all rights in the Primary Market Area, including the right to license other franchisees and our affiliates to open offices and serve customers within the Primary Market Area. We and our affiliates have the right to market, offer, sell, and license the sale of any products and services of any kind under the Marks or other trademarks and service marks, within and outside of the Primary Market Area, in any manner or medium, including the Internet. We do not have to compensate you.

Neither we nor any affiliate has established, or has plans to establish, other franchises or outlets or another channel of distribution selling or leasing similar products or services under a different trademark, but there is no contractual restriction on our right to do so.

No restrictions exist on you (except for Special Accounts) on any of our franchisees, licensees, us or any of our affiliates as to customers (including those in or outside their respective primary market areas) that may be solicited or from whom business can be accepted, and we our affiliates, and our franchisees, are free to advertise and solicit business from any area desired, subject to our general standards for advertising and our ~~policies~~[Policies](#) regarding co-listing of properties outside your Primary Market Area. However, to competitively attract and effectively service any potential or existing client that owns, manages or controls multiple commercial real properties located within and outside of any single marketing area, we may establish policies governing the manner in which those clients are solicited and serviced.

You may offer, sell and provide services we have approved (the “Approved Services”) in any geographic area or jurisdiction where you are licensed and have qualified to do business if required, and are otherwise legally entitled to do so, subject to our rights involving Special Accounts as described below in this Item.

No compensation is paid to you if we or a franchisee, licensee or any of our affiliates solicits or accepts business from within your or any other market area, except for any co-listing or fee sharing arrangements you may have with that person. You may only perform Commercial Real Estate Services in connection with real property or businesses located outside your non-exclusive Primary Market Area, if we consent to such activity and the listing and all other activity is done in accordance with our Policies.

You may offer, sell and provide Approved Services outside of your Primary Market Area using other channels of distribution, including the Internet, catalog sales, telemarketing, or other direct marketing as long as you comply with our Policies.

We and our affiliates can market, offer, sell and distribute Commercial Real Estate Services and other services through independent contractor relationships and/or an internal and/or corporate sales force to entities/organizations/retail chains having multiple, commonly branded or similarly associated outlet facilities, which typically, but not necessarily, operate nationally or regionally and have outlets located over multiple Franchisee Primary Market Areas (“Special Accounts”). Under the Franchise Agreement, you cannot solicit or service Special Accounts clients that are parties to agreements with us or an affiliate.

There are no minimum sales quotas that apply to you as a Franchisee, although you are subject to a minimum annual royalty, as described in Item 6.

You receive no rights of first refusal, right to renew, or options to acquire additional franchises under your Franchise Agreement.

Franchise Location

If you do not already have a location, you must find an office location for your SVN Franchise which must be approved by us in advance. You may only operate your Franchise from the location we have approved, unless we give written permission for you to do otherwise. If you desire to relocate your SVN Franchise or to establish and operate your SVN Franchise at an additional location, you must obtain our consent to relocate at a new business address and sign any related amendments or addenda. Additionally, you must sign a general release of all claims, and submit any other information and documentation as is then required by us. Any new location must be in your Primary Market Area and must meet our Policies.

Item 13

TRADEMARKS

The Franchise Agreement grants you the right to use certain of our trademarks in the operation of your Franchise. You must use them only in the manner we authorize and permit, and only to operate the SVN Franchise at and from the location specified in your Franchise Agreement. Without our approval, you cannot use our Marks, or any words or symbols confusingly similar to the Marks, as all or part of your formal Business Entity name. You may not use any geographic names to identify your SVN Franchise Business without our consent. If you must, under applicable law, include your trade name with our Marks and your trade name contains a geographic name, you must first change your trade name to remove any geographic name or area.

The following principal trademarks are registered with the U.S. Patent and Trademark Office (“USPTO”) and listed on the Principal Register. All required affidavits have been filed.

DESCRIPTION OF MARK	REGISTRATION NUMBER	REGISTRATION DATE
SVN	3677169	September 1, 2009 Renewed September 27, 2019
SVN	4190585	August 14, 2012 Renewed February 28, 2023
SVN AUCTIONS	4529002	May 13, 2014
SVN SYSTEM FOR GROWTH	4813843	September 15, 2015
	5113296	January 3, 2017
	5080655	November 15, 2016
	5054706	October 4, 2016
SVN LIVE	5085451	November 22, 2016
SHARED VALUE NETWORK	5210419	May 23, 2017

Agreements

No agreements limit our rights to use the Marks or Franchisee's right to use the Marks, as provided in the Franchise Agreement.

Determinations

No presently effective determinations of the USPTO or any trademark administrator of any state or any court proceedings limit or restrict our right to use or your use of the Marks.

Trademark Protection

If you learn of any alleged infringement of the Marks or challenge to your use of the Marks under the terms of the Franchise Agreement you must notify us immediately. We will take action as we deem necessary to protect and defend you against any claim based upon your use of the Marks, provided that we are not obligated to take any action. You may not settle or compromise any claim relating to your use of the Marks by a third party without our prior written consent. We have the sole right to defend, compromise or settle any claim and at our cost and expense. You must cooperate fully with us and our

Related Parties in connection with the defense of the claim. You may participate at your own expense in the defense or settlement of the claim, but our decisions about the matter will be final.

You cannot do or permit any act or thing to be done in derogation of any of our rights our in the Marks, either during the term of the Franchise Agreement or after, and you can use the Marks only for the uses and in the manner we authorize. You cannot interfere in any manner with, or attempt to prohibit, the use of the Marks by any other franchisee of the SVN System.

Infringing Uses

As of the date of this Disclosure Document, we know of no infringing uses that would materially affect your use of the Marks.

Modification

Periodically, in the Manuals or by written notice to you, we may add to, delete, or modify the Marks. You must modify or discontinue the use of a Mark, at your expense, if we modify or discontinue it. We will not compensate you for any modification or discontinuation of any Mark. You must adopt any new Mark or Marks that we adopt.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights material to the SVN Franchise Business. However, you must operate your business in accordance with our standards, specifications, Policies and procedures described in the Manuals or otherwise communicated to you. You must treat the information contained in the Manuals and any other manuals or supplemental material supplied by us as confidential. Also, our marketing concepts, franchising techniques and concepts, proprietary and/or customized software and templates, SVNIPBC support sites ("SVNIPBC Technology Systems"), inclusive of any online tracking system, online publisher and/or other software/technology platform or system tools SVNIPBC may implement over time, knowledge of sales and profit performance of any one or more SVN Franchises, operating methods, technology platforms and techniques, and trade secrets are all confidential information. The Manuals and other confidential information are our property, and you may not duplicate, copy, disclose or disseminate the contents of the Manuals at any time, without our prior written consent.

You are licensed only to use the Marks and the System to operate an SVN Franchise under and in compliance with the Franchise Agreement. You are not authorized to modify, enhance, reverse engineer, create any derivative works from or otherwise manipulate or interfere with the Marks, the System, our confidential information or any element of any of them or any other information or items proprietary to or licensed from or through us.

You may not use any of the Marks, our confidential Information or the System, for machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities. You may not input any of our confidential information, including any aspect of our Marks or the System or any information in our Manuals, into any generative AI platform, or disclose this information to any provider or source of generative AI

services. You must opt out of allowing any provider or source of generative AI to utilize our confidential information, Marks or any part of the System for training of any AI model or for other purposes.

We may modify or supplement the Manuals at any time upon notice or delivery to you (*e.g.*, Intranet updates) and you will be bound by all modifications. You must keep the Manuals current at all times, and upon the termination or non-renewal of your Franchise Agreement return all Manuals to us. If there is any discrepancy between the terms of the Manuals and the terms of the Franchise Agreement, the terms of the Franchise Agreement control and prevail.

You may not communicate, divulge or use any confidential information concerning our methods or procedures during or after the term of the Franchise Agreement. You may not use any confidential information concerning our methods or procedures in any business or endeavor other than in connection with your SVN Franchise. Information we make available to you may not be divulged to any person other than your employees or financial advisors who reasonably require access to such information for purposes of fulfilling their employment or contractual responsibilities.

You must inform your employees to whom the information, or any of it, is made available of this obligation of confidence and implement restrictions and limitations on disclosure to employees and independent contractors and use non-disclosure and non-competition agreements with your employees and independent contractors who may have access to confidential materials.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are solely responsible for all operations of your SVN Business, including all employment and employment-related practices, and you must personally supervise your SVN Business. You may delegate the day-to-day operations of the SVN Business to an individual, who may be your Broker in Charge or another individual to whom you have provided explicit written authorization to act on your behalf in managing the SVN Business (the “Managing Director”). You must inform us of any Managing Director and notify us immediately of any change in the position. You, your Broker in Charge and each of your Authorized Salespersons must continuously remain throughout the term of the Franchise Agreement licensed to perform your activities as required –under applicable laws. We consider “Authorized Salespersons” to include any Senior Advisor, Advisor, or Associate Advisor and any other person or entity required to be licensed to perform services on your behalf.

You must have a licensed Broker in Charge of the Franchise Business at all times. You must notify us immediately of any change or update to the Broker in Charge associated with your Franchise Business. If you do not have a licensed Broker in Charge of the Franchise Business at all times, you will be in default of your Franchise Agreement. Even if you have a licensed Broker in Charge or a Managing Director you must dedicate full time and attention to the SVN Business.

~~You and your associates must comply with the SVN Core Covenants.~~ You must comply with all mandatory Policies. For example, we can establish a Policy that precludes any use or display of the “SVN” name or Mark at an agent’s workspace located outside of your Business address and other related restrictions.

If you are a Business Entity, each of your owners must sign the Franchise Agreement on behalf of the Business Entity and, also, sign a Guaranty in the form attached as Schedule B to the Franchise Agreement. By executing the Guaranty, your owners unconditionally guarantee your full performance of all of your obligations under all agreements between you and us and agree to be bound by all terms of the Franchise Agreement. We can require a Broker in Charge to provide a guaranty if an owner/guarantor is not the Broker in Charge.

If an individual owner acquires an interest in you after the signing of the Franchise Agreement, this owner must pass a background check and assume all your obligations under the Franchise Agreement by signing an assumption agreement in a form satisfactory to us. Additionally, this owner must sign our standard form of Guaranty.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer, provide and sell all, and only, the Approved Services, and you and other Restricted Persons cannot engage in any unapproved activities during the term of your Franchise Agreement. You must offer, sell, solicit and provide only Commercial Real Estate Services from or through the SVN Business.

You are not permitted to engage in transactions involving residential real property, which is defined as real property consisting of 4 or fewer residential units or individual residential lots. However, you may offer and sell certain services in connection with “Approved Residential Portfolio Sales” consisting of multiple parcels or units residential real property in a common development. We have the right to further define and interpret the scope of what constitutes approved Commercial Real Estate Services (a component of Approved Services) periodically by establishing supplemental definitions to the Manuals and Policies. We also can condition your offer or sale of specific Approved Services on your compliance with then-current Policies. You must comply with our ~~policies~~[Policies](#) regarding co-listing of properties outside your Primary Market Area. You may offer, sell and provide Approved Services only in the geographic area or jurisdiction where you are licensed and have qualified to do business if required, and are otherwise legally entitled to do so. You cannot solicit or service Special Accounts that are parties to agreements with us or an affiliate.

Other than Commercial Real Estate Services, you may not offer and perform additional services as part of your SVN Franchise until or unless you have our consent. We are not required to authorize you to provide or sell any additional service through your Franchise Business. If you wish to offer any services that are ancillary to the Franchise Business, you must request our written approval. If we have approved any ancillary services when you sign the Franchise Agreement, they will be identified on a schedule to your Franchise Agreement. You will not be permitted to provide certain types of services (“Outside Services”) as part of your SVN Franchise, including the following: insurance; title insurance or searches; real estate syndicating; mortgage banking, escrow or appraisal services.

You must follow our Policies in coordinating Auction Services activities and for working with any designated facilitating company.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a) Length of the franchise term	Section 3.1 of the Franchise Agreement	5 years.
	Franchisee Intranet Services Agreement ~~—~~ None	Co-terminus with Franchise Agreement.
b) Renewal or extension of the term	Section 3.2 ~~and 3.3-3.4~~ of the Franchise Agreement	You have no right to a renewal of your Franchise. You may request we renew your Franchise if you are in compliance with the Franchise Agreement and meet our requirements. Any renewal of the Franchise ~~shall be~~ at our sole discretion. The <u>standard</u> renewal period is 5 years; ~~however, but~~ we may, ~~in our sole discretion,~~ allow you to renew for a shorter or longer period, up to 10 years. Extends on month-to-month basis if continue to operate after expiration of Agreement <u>and you must pay us Hold Over Fees.</u>
	Franchisee Intranet Services Agreement ~~—~~ None	Extends if your Franchise extends.
c) Requirements for franchisee to renew or extend	Section 3.2 of the Franchise Agreement	You must be in compliance with your Franchise Agreement; have satisfied all obligations to us; bring the Franchise into compliance with our current Policies; give us written notice of your intent to renew at least 6 months prior to expiration; sign our then-current form franchise agreement (which may contain materially different terms and conditions than your Franchise Agreement); sign a General Release of all claims against us and any then applicable form of renewal addendum; and pay Renewal Fee.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
	Franchisee Intranet Services Agreement - None	Must satisfy requirements under Franchise Agreement
d) Termination by franchisee	Section 12.1 of the Franchise Agreement	You may terminate the Franchise Agreement for cause if you are in compliance and we materially breach the Franchise Agreement and fail to cure within 30 calendar days of receiving your written notice.
	Franchisee Intranet Services Agreement - None	Not applicable
e) Termination by franchisor without cause	Franchise Agreement - None	Not applicable
	Section 8.3 of the Franchisee Intranet Services Agreement	We may not terminate without cause. However, Intranet Services can be changed, suspended or discontinued at any time.
f) Termination by franchisor with cause	Sections 12.2 and 12.3 of the Franchise Agreement	We can terminate only if you default.
	Sections 8 and 12.2 of the Franchisee Intranet Services Agreement	~~If you~~ <u>You</u> are no longer a Franchisee or default under the agreement.
g) "Cause" defined – curable defaults	Section 12.2 of the Franchise Agreement	You have 5 days to cure non-payment of fees, 10 days to cure any default not listed in Section 12.3 (e.g., failure to have a licensed Broker in Charge) or any default under any other agreement between us and you (or any related party). A default by you under the terms and conditions of the Franchise Agreement, or any other agreement, will, at our option, constitute a default under all such agreements.
	Section 12.2 of the Franchisee Intranet Services Agreement	You have 30 days to cure a default.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
h) "Cause" defined – non-curable defaults	Section 12.3 of the Franchise Agreement	Non-curable defaults: (a) abandonment including a lack of active participation in the Franchise; (b) bankruptcy or foreclosure; (c) your receipt of two or more written notices of default from us (whether cured or uncured, or for the same or different breaches) within any 12 month period or you incur a royalties deficiency regarding an applicable Minimum Annual Royalty (whether any such deficiency is paid or unpaid); (d) misrepresentations in acquiring the Franchise; (e) failure to cure any noncompliance with applicable law within 10 days after notification, including loss of license required to perform the services we require; (f) violation of the non-competition and confidentiality provisions; (g) false or misleading information submitted on application for Franchise, or maintenance of false books or records, submission of false reports to us, knowingly understated Property Management Revenue or Gross Receipts or withheld the reporting; (h) conviction of a felony or any other offense which adversely affects the System, Marks, or associated goodwill or reputation; (i) Franchisee (or any owner) is found to be civilly liable for commercial fraud; (j) trademark misuses or unauthorized use; (k) failure to respond or communicate with us during any 30-day period after we have sent 3 or more emails, letters, or phone messages; (l) failure to purchase and maintain required insurance coverages; or (m) failure to comply with any material provision of the Franchise Agreement.
	Section 12.2 the Franchisee Intranet Services Agreement	Non-curable defaults: you are no longer a Franchisee (or Franchisee/Franchisee owner); you breach the non-disclosure, terms of use conditions of agreement; you attempt an unauthorized transfer; not cured or incurable default under Franchise Agreement.
i) Franchisee's obligations on termination/nonrenewal	Sections ~~3.3~~ <u>3.4</u> , 7.3.4, 9, 10.2, 12.6, 13.1, 13.2, 17, 18.3 of the Franchise Agreement	If we have authorized you to register any of the Marks (alone or in connection with other names) as part of a domain name, you must take all actions required by us to dissociate from using that name and transfer the domain name to us. You may not ~~do or permit any act or thing to be done in derogation of any of~~ <u>take any action in violation of</u> our rights (or our Related Party's rights) in the Marks. You must cancel any assumed name registration. You must maintain the confidentiality of our confidential

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		information. You must not use any of our confidential information. You must ~~cease to use~~<u>stop using</u> the Marks and <u>not use</u> any name confusingly similar to any of the Marks, and pay all amounts ~~owed to us~~<u>you owe us, including liquidated damages, if any</u>. You must pay us any Royalties on all pending transactions and agreements entered into within 45 days after termination/expiration which are replacements for agreements regarding the same property and with the same parties and which pre-dated the termination/ expiration. Complete post term requirements in the timeframe specified, including: Remove all signage within 3 days of expiration or termination; deliver to us all materials on which the Marks are displayed, or at our election, destroy and otherwise remove all use of the Marks from all materials in your possession and/or control; take the steps we request to make a record with Governmental Authorities indicating that you no longer have a right to use or display the Marks. Cease all use of the Marks in all media, including websites, web pages and social media. You must instruct in writing all online directories, search engines, and other advertising publishers as necessary to take down and remove any directory listings and advertisements for the Franchise Business containing the Marks and deliver copies of the instructions to us within 3 days of the termination or expiration of the Franchise Agreement. If you continue to use the Marks after expiration or termination of your Franchise Agreement, you ~~will be deemed to be operating on a month-to-month basis under the franchise agreement then being offered to prospective Franchisees, except that you will also pay us a fee equal to 10% of your Gross Receipts in addition to all other Royalties and other amounts under such franchise agreement. This fee increases to 20% of your Gross Receipts (if you are operating without our consent) on Gross Receipts in addition to all the Royalties and other amounts you would normally pay under the Franchise Agreement.~~<u>must pay us Hold Over Fees.</u>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		~~If terminated for cause, pay mitigation fee.~~
	Section 8 of Franchisee Intranet Services Agreement	You will pay any amounts then owed, discontinue all use of, and to return to us, all software, manuals and any other information we provided to you, including any backup copies.
j) Assignment of contract by franchisor	Section 11.1 of the Franchise Agreement	No restriction on our right to assign.
	Section 15 of Franchisee Intranet Services Agreement	No restriction on our right to assign.
k) "Transfer" by franchisee – definition	Section 11.2 of the Franchise Agreement	Includes any direct or indirect transfer or assignment of the agreement or change in ownership of the entity which owns it.
	Section 15 of Franchisee Intranet Services Agreement	Includes any direct or indirect transfer or assignment of the Franchisee's rights or delegation of obligations under the Franchisee Intranet Services Agreement or in connection with Intranet Services.
l) Franchisor approval of transfer by franchisee	Section 11.2.1 of the Franchise Agreement	We have the right to approve all transfers. We will not approve a transfer without a corresponding transfer of the Franchise and then only if we approve a transfer of the Franchise.
	Section 15 of Franchisee Intranet Services Agreement	Any attempted transfer is prohibited.
m) Conditions for franchisor approval of transfer	Section 11.2.3 of the Franchise Agreement	Conditions include ~~you paying all you owe us~~ <u>payment of all amounts outstanding</u> ; being in compliance with your agreements; the transferee's total net worth meeting our criteria for approval; the transferee meeting our then-current criteria for new franchisees, including passing a background check; the transferee completing any required training; ~~your~~ payment of our then-current transfer fee; and the transferee signing our then-current form of franchise agreement, and you signing a General Release (subject to applicable state law). If a new owner acquires an interest in the Franchise must complete a background check, and sign assumption agreement and Guaranty as conditions to our approval.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
	Franchisee Intranet -Services Agreement - None	Not applicable
n) Franchisor's right of first refusal to acquire franchisee's business	Section 11.2.2 of the Franchise Agreement	We have a right of first refusal on any proposed transfer, upon the same terms and conditions offered by the proposed transferee.
	Franchisee Intranet -Services Agreement – None	Not applicable
o) Franchisor's option to purchase franchisee's business	None	Not applicable
p) Death or disability of franchisee	Section 11.4 of the Franchise Agreement	Transfer to a third party within 6 months; however, the SVN Franchise must at all times be managed by a Broker in Charge and operate according to applicable law, including commercial real estate licensing requirements. Subject to all transfer requirements and restrictions.
	Franchisee Intranet -Services Agreement - None	Not applicable
q) Non-competition covenants during the term of the franchise	Section 10.1 of the Franchise Agreement	No Restricted Person may, without our prior written consent, own, operate, lend to, advise, be employed by, or have any financial interest in any business that engages in the offer, sale or provision of Commercial Real Estate Services or Ancillary Services (as defined in the Franchise Agreement). "Restricted Persons" are you, each of your owners, and each officer, director, partner (including each of the officers, directors, and managers of any general partner of a partnership and of any related party), manager, member (if you are a limited liability company), Managing Director and your Broker in Charge, Authorized Salespersons, office managers, and any of your other personnel we may identify from time-to-time. Authorized Salespersons includes all individuals and entities who have a real estate broker's license or are otherwise licensed to provide Commercial Real Estate Services or other services we permit.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
	Franchisee Intranet Services Agreement – None	Not applicable
r) Non-competition covenants after the franchise is terminated or expires	None	Not applicable
s) Modification of the agreement	Sections 6.5 and 18.8 of the Franchise Agreement	We may unilaterally change the Manuals as we see fit. The Franchise Agreement may not be amended, except by written instrument signed by you and us.
	Section 7 of Franchisee Intranet Services Agreement	We may unilaterally modify the Franchise Intranet Services Agreement and/or Intranet Services User policies at any time.
t) Integration/ merger clause	Sections 18.8 and 19.2 of the Franchise Agreement	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and the Franchise Agreement may not be enforceable.
	Franchisee Intranet Services Agreement - None	Not applicable
u) Dispute resolution by arbitration or mediation	Section 17 of the Franchise Agreement	Except for certain disputes, all disputes must first be submitted to mediation and if not settled by mediation, are then subject to arbitration. (subject to applicable state law).
	Franchisee Intranet Services Agreement- None	Franchise Agreement controls.
v) Choice of forum	Sections 17.1 and 17.2 of the Franchise Agreement	Mediation must be in Norfolk County, MA. Subject to applicable state law, arbitration must be in Norfolk County, MA. In most cases litigation must be brought in the state court located in Norfolk County, MA (subject to applicable state law)

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		or the federal court for the U.S. District Ct. of Massachusetts located in Boston, MA.
	Franchisee Intranet Services Agreement - None	Franchise Agreement controls.
w) Choice of law	Section 18.7 of the Franchise Agreement	Massachusetts law generally applies (subject to applicable state law).
	Franchisee Intranet Services Agreement - None	Franchise Agreement controls.

Item 18

PUBLIC FIGURES

We do not use any public figure to promote Franchise Businesses or our Franchise program.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Historic Gross Receipt Information

As of December 31, ~~2024~~2025, there were ~~126~~115 franchised SVN outlets in the SVN franchise system ("Total Outlets"). ~~16 outlets were excluded from the Total Outlets because they~~This number does not include 9 outlets that permanently closed as an SVN outlet during ~~2024~~2025 and were not in the SVN franchise system as of December 31, ~~2024~~2025. None of these outlets ~~that permanently closed~~ were open for less than 12 months before closing.

Of the ~~126~~115 Total Outlets, ~~100~~85 of these outlets operated for the entire 12-month period ended December 31, ~~2024~~2025 and, during the ten-year period from January 1, ~~2015~~2016 to December

31, ~~2024~~2025 (the “Measured Period”), -reported at least one full year of Gross Receipts to us, ~~with the exception of two outlets that opened in 2023 and reported 9 and 11 months of Gross Receipts to us which we included in the subset~~ (the “Measured Outlets”). We excluded ~~26~~30 outlets from the Measured Outlets. ~~13~~17 outlets were excluded because they did not provide financial information for the Measured Period. ~~9~~8 outlets were excluded from the Measured Outlets because they reported the results of multiple outlets for a single outlet. 1 outlet was excluded because it opened in September 2024. 4 outlets were excluded from the Measured Outlets because they opened during ~~2024~~2025 and had not been open and operating for the full 12-month period ended December 31, ~~2024~~2025. Of the Measured Outlets, the earliest Outlet opened in 2003, and the latest Outlet opened in 2023.

We have determined the average Growth Rate of Gross Receipts of the Measured Outlets over a period of time ranging from 9 years for those Measured Outlets that opened before December 31, ~~2014~~2015 to ~~12~~ year for those Measured Outlets that opened in 2023. We have not included any outlets which opened in 2024, as 1 outlet opened in September and the other 2 outlets did not provide financial information for the Measured Period.

To determine the Growth Rates of the Measured Outlets we determined their Gross Receipts in their Baseline Year. The Baseline Year varies based on when the Measured Outlet opened in the SVN System.

- Outlets that opened before December 31, ~~2014~~2015 – Baseline Year is ~~2015~~2016.
- Outlets that opened after December 31, ~~2014~~2015 but on or before December 31, ~~2022~~2023 – Baseline Year is first full year of operation.
- ~~Outlets that opened between January 1, 2023 and December 31, 2023 — Baseline Year is that portion of 2023 the outlet was open.~~

After determining the Gross Receipts of a Measured Outlet in its Baseline Year we then determined the Gross Receipts of the Measured Outlet for each full year that the Outlet was in the SVN System following its Baseline Year, up to 9 full years. For example, if an outlet joined the SVN System in 2018, its Baseline Year was 2019 and we determined its average annual Gross Receipts for 2020-~~2024~~2025 and then divided that amount by the Baseline Year Gross Receipts to determine its Gross Receipts Growth Rate. To determine the average Gross Receipt Growth Rate of the Measured Outlets we calculated the average Gross Receipts of the Measured Outlets over their duration in the SVN System during the Measured Period, excluding their Baseline Year ~~(except with respect to the two outlets that opened in 2023)~~. Average Growth Rate was measured by taking the average Gross Receipts of a Measured Outlet divided by the Gross Receipts of the Baseline Year. ~~For the Measured Outlets that were in the SVN System for a partial year in 2023, we used their Baseline Year for the portion of 2023 they were open and operating, which was compared against the Gross Receipts for the full operating year ended December 31, 2024.~~

Average -Growth Rate of Measured Outlets

Years ~~2015—~~ ~~2024~~2016 – 2025	Average Growth Rate	#/% of Outlets that Met or Exceeded Average Growth Rate	Median Growth Rate	High (Percent Increase)	Low (Percent Increase/ Decrease)
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Total	~~232.79~~ <u>265.92</u> %	~~35/35~~ <u>23/27.06</u> %	~~168~~ <u>173.92</u> %	~~1,119~~ <u>2,558.21</u> %	(~~27~~ <u>81.30</u> %)
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Notes to this Item 19:

1. For purposes of this Item 19, we have only included commission revenue generated from completed transactions, before any expenses or splits are deducted. This includes commissions earned from sales, leases, referrals, auction fees, consulting fees, and/or other real estate-related services provided by the Measured Outlet in Gross Receipts. The definition of Gross Receipts in the Franchise Agreement is much broader and applies to all revenue and other amounts from the Franchise. Gross Receipts was reported to us by the Measured Outlets via a third party software used in the SVN System. Gross Receipts were not sorted by product sold (i.e., commercial, industrial, residential, multi-unit apartments and other real estate listings).
2. **Some SVN franchisees have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**
3. Percentages were rounded to the nearest hundredth of a percent ~~or whole percent.~~
4. The information disclosed in this Item 19 does not reflect the cost of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Revenue information to calculate net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in ~~ope2rating~~operating your SVN Franchise. Franchisees or former franchisees listed in this Disclosure Document may be one source of this information.
5. All of the Measured Outlets offered substantially the same products and services as you are expected to offer.
6. Written substantiation for the financial performance representation will be made available to prospective franchisees upon request.

Other than the preceding performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with 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 our management by contacting Sarah Vincent, ~~Executive Vice President of Operations~~Chief Growth Officer, SVN International PBC, 1309 Beacon Street, Suite 300, Brookline, MA 02446, (802) 238-5550, the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY¹
FOR YEARS 2022 TO 2025

OUTLET TYPE	YEAR	OUTLETS AT THE START OF YEAR	OUTLETS AT THE END OF YEAR	NET CHANGE
Franchised	2022	140	139	-1
Franchised	2023	139	139	0
	2024	139	126	-13
	2025	121	115	-6
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	139	138	-1
	2024	140	121	-17
	2025	139	115	-24
	2024	139	126	-13

1. The numbers for each year are as of December 31.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR OR AN AFFILIATE)¹
FOR YEARS 2022 TO 2025

State	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	1
North Carolina	2023	0
	2024	0
	2025	1
Total	2023	0
	2024	0
	2025	2

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	4

1. The numbers for each year are as of December 31.

[2. One outlet was transferred to a new franchisee who executed a new Franchise Agreement; this outlet has not yet opened.](#)

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS^{1, 2, 3}
FOR YEARS ~~2022~~2023 TO ~~2024~~2025

STATE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
~~Alabama~~	~~2022~~ <u>2023</u>	3	0	0	0	0	0	3
<u>Alabama</u>	~~2023~~ <u>2024</u>	3	0	0	0	0	0	3
	~~2024~~ <u>2025</u>	3	0	0	0	0	0	3
Arizona	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	~~2022~~ <u>2024</u>	~~3~~ <u>2</u>	0	0	~~1~~ <u>0</u>	0	0	2
	~~2023~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2024~~ <u>2025</u>	2	0	0	0	0	0	2
~~Arkansas~~	~~2022~~ <u>2023</u>	1	0	0	0	0	0	1
<u>Arkansas</u>	~~2023~~ <u>2024</u>	1	0	0	0	0	0	1
	~~2024~~ <u>2025</u>	1	0	0	0	0	0	1
California	2022	~~16~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~14~~
<u>California</u>	2023	14	1	1	0	0	0	14
	2024	14	0	1	1	0	0	12
	<u>2025</u>	<u>12</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>10</u>
~~Colorado~~	~~2022~~ <u>2023</u>	2	0	0	0	0	0	2
<u>Colorado</u>	~~2023~~ <u>2024</u>	2	0	0	0	0	0	2
	~~2024~~ <u>2025</u>	2	0	0	0	0	0	2
~~Connecticut~~	~~2022~~ <u>2023</u>	1	0	0	0	0	0	1
<u>Connecticut</u>	~~2023~~ <u>2024</u>	1	0	0	0	0	0	1
	~~2024~~ <u>2025</u>	1	0	0	0	0	0	1
Florida	2022	~~10~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~11~~
	2023	11	0	0	1	0	0	10

STATE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
Florida	2024	10	1	0	1	0	0	10
Georgia	~~2022~~ 2025	~~6~~ 10	~~0~~ 1	~~1~~ 0	0	0	0	~~5~~ 11
Georgia	2023	5	1	0	1	0	0	5
Hawaii	2024	5	1	0	0	0	0	6
Hawaii	~~2022~~ 2025	~~2~~ 6	0	0	0	0	0	~~2~~ 6
Idaho	2023	2	0	0	0	0	0	2
Idaho	2024	2	0	0	0	0	0	2
Idaho	~~2022~~ 2025	2	0	0	0	0	0	2
Idaho	2023	2	0	0	0	0	0	2
Idaho	2024	2	0	0	0	0	0	2
Illinois	~~2022~~ 2025	~~4~~ 2	0	~~1~~ 0	0	0	0	~~3~~ 2
Illinois	2023	3	1	0	0	0	0	4
Illinois	2024	4	0	0	0	0	0	4
Indiana	~~2022~~ 2025	~~2~~ 4	~~1~~ 0	0	0	0	0	~~3~~ 4
Indiana	2023	3	0	0	0	0	0	3
Indiana	2024	3	0	0	0	0	0	3
Iowa	~~2022~~ 2025	~~1~~ 3	0	0	0	0	0	~~1~~ 3
Iowa	2023	1	0	0	0	0	0	1
Iowa	2024	1	0	0	0	0	0	1
Kansas	~~2022~~ 2025	1	0	0	0	0	0	1
Kansas	2023	1	1	1	0	0	0	1
Kansas	2024	1	0	0	0	0	0	1
Kentucky	~~2022~~ 2025	~~2~~ 1	0	0	0	0	0	~~2~~ 1
Kentucky	2023	2	0	0	0	0	0	2
Kentucky	2024	2	0	0	0	0	0	2
Louisiana	~~2022~~ 2025	2	0	0	0	0	0	2
Louisiana	2023	2	0	0	0	0	0	2
Louisiana	2024	2	0	0	0	0	0	2

STATE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
Maine	~~2022~~ <u>2025</u>	~~12~~	0	0	0	0	0	~~12~~
Maine	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Maryland	~~2022~~ <u>2025</u>	1	0	0	0	0	0	1
Maryland	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Massachusetts	~~2022~~ <u>2025</u>	~~31~~	~~01~~	0	0	0	0	~~32~~
Massachusetts	2023	3	0	0	0	0	0	3
	2024	3	0	~~01~~	1	0	0	~~21~~
Michigan	~~2022~~ <u>2025</u>	~~31~~	0	0	0	0	0	~~31~~
Michigan	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Minnesota	~~2022~~ <u>2025</u>	~~14~~	0	0	0	0	0	~~14~~
Minnesota	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Mississippi	~~2022~~ <u>2023</u>	1	0	0	0	0	0	1
Mississippi	~~2023~~ <u>2024</u>	1	0	0	0	0	0	1
	~~2024~~ <u>2025</u>	1	0	0	0	0	0	1
Missouri	~~2022~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
Missouri	2023	5	0	0	0	0	0	5
	2024	5	0	~~01~~	0	0	0	~~54~~
	~~2022~~ <u>2025</u>	~~04~~	0	0	~~01~~	0	0	~~03~~
Montana	2023	0	1	0	0	0	0	1
Montana	2024	1	0	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

STATE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
Nevada	<u>2022</u> <u>2023</u>	2	0	0	0	0	0	2
<u>Nevada</u>	<u>2023</u> <u>2024</u>	2	0	0	0	0	0	2
	<u>2024</u> <u>2025</u>	2	0	0	0	0	0	2
New Hampshire	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>New Hampshire</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	<u>2022</u> <u>2025</u>	1	0	0	0	0	0	1
<u>New Jersey</u>	2023	1	0	0	1	0	0	0
	2024	0	0	0	0	0	0	0
New Mexico	<u>2022</u> <u>2025</u>	<u>20</u>	0	0	0	0	0	<u>20</u>
<u>New Mexico</u>	2023	2	0	0	0	0	0	2
	2024	2	0	0	1	0	0	1
New York	<u>2022</u> <u>2025</u>	<u>81</u>	0	0	0	0	0	<u>81</u>
<u>New York</u>	2023	8	1	0	0	0	0	9
	2024	9	0	4	2	0	0	3
North Carolina	<u>2022</u> <u>2025</u>	<u>63</u>	0	<u>10</u>	0	0	0	<u>53</u>
<u>North Carolina</u>	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Ohio	<u>2022</u> <u>2025</u>	<u>85</u>	1	0	<u>01</u>	0	0	<u>95</u>
<u>Ohio</u>	2023	9	0	0	1	0	0	8
	2024	8	0	0	2	0	0	6
	<u>2025</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>5</u>
Oklahoma	<u>2022</u> <u>2023</u>	1	0	0	0	0	0	1
<u>Oklahoma</u>	<u>2023</u> <u>2024</u>	1	0	0	0	0	0	1
	<u>2024</u> <u>2025</u>	1	0	0	0	0	0	1

STATE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
Oregon	2022	3	0	0	0	0	0	3
Oregon	2023	3	0	0	0	0	0	3
Oregon	2024	3	0	0	0	0	0	3
Pennsylvania	2022 025	53	0	0	1	0	0	42
Pennsylvania	2023	4	0	0	0	0	0	4
Pennsylvania	2024	4	0	0	0	0	0	4
South Carolina	2022 025	64	0	0	0	0	0	64
South Carolina	2023	6	0	0	0	0	0	6
South Carolina	2024	6	0	0	0	0	0	6
Tennessee	2022 025	36	20	01	01	0	01 ⁴	53
Tennessee	2023	5	0	0	0	0	0	5
Tennessee	2024	5	0	0	1	0	0	4
Texas	2022 025	124	10	0	0	0	0	134
Texas	2023	13	0	0	23	0	0	1110
Texas	2024	1110	1	23	0	0	0	108
Utah	2022 025	18	01	0	0	0	0	19
Utah	2023	1	0	0	0	0	0	1
Utah	2024	1	0	01	0	0	0	10
Virginia	2022 025	30	10	0	0	0	0	40
Virginia	2023	4	0	0	1	0	0	3
Virginia	2024	3	0	0	0	0	0	3
Washington	2022 025	3	0	0	0	0	0	3
Washington	2023	3	0	0	0	0	0	3
Washington	2024	3	0	0	0	0	0	3
Wisconsin	2022 025	13	0	0	0	0	0	13
Wisconsin	2023	1	1	0	0	0	0	2
Wisconsin	2024	2	0	0	0	0	0	2
West Virginia	2022 025	12	0	0	01	0	10	01

STATE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS OPENED	TERMINATIONS	NON- RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
TOTAL	2022	140	7	5	2	0	1	139
TOTAL	2023	139	9	2	78	0	0	139138
	2024	139138	3	711	9	0	0	126121
	2025	121	4	2	7	0	1	115

1. The numbers for each year are as of December 31.

2. Does not include transfers where beneficial ownership of less than 50% of the SVN Franchise did not change, circumstances where an individual transfers the Franchise to an entity the individual owns or transfer to heirs.

3. Twenty-four franchisees have a single Franchise Agreement, but collectively operate 36 satellite locations under applicable addenda (which we no longer offer). The satellite locations are not reflected in these charts. These 24 franchisees are identified on Exhibit G along with the locations for their satellite offices.

4. This outlet was transferred to a new franchisee who executed a new Franchise Agreement; this outlet has not yet opened.

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS¹
FOR YEARS 20222023 TO 20242025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
All States	2024	0	0	0	0	0	0
Total	20222025	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

1. The numbers for each year are as of December 31.

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, ~~2024~~2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
California	0	2	0
Florida	0	2	0
Massachusetts	<u>0</u>	<u>1</u>	<u>0</u>
Missouri	<u>0</u>	<u>1</u>	<u>0</u>
Nebraska	<u>0</u>	<u>1</u>	<u>0</u>
New York	0	~~2~~ <u>1</u>	0
~~North~~ South Carolina	~~1~~ <u>1</u> ¹	0	0
Texas	~~1~~ <u>0</u>	2	0
~~Washington~~	0	~~1~~	~~0~~
~~Utah~~	0	~~1~~	~~0~~
Total	~~2~~ <u>1</u>	10	0

[1. This outlet was transferred to a new franchisee who executed a new Franchise Agreement; this outlet has not yet opened.](#)

Attached as Exhibit G is a list by name, address and telephone number of our franchisees as of December 31, ~~2024~~2025, together with a list by name, city and state, and telephone number of those franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our last fiscal year ended December 31, ~~2024~~2025, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. There are ~~16~~13 franchisees on this list of the franchisees who have left the franchise system as of December 31, ~~2014~~2015.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the past 3 fiscal years, some franchisees have signed confidentiality agreements or clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the SVN franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We may periodically assemble an informal group of franchisees to solicit input from the group. These groups are not decision-making bodies, but advisory only in nature. There are no independent trademarked franchisee organizations incorporated as of the date of this Disclosure Document or which have been created, sponsored or endorsed by us and have asked to be included in this Disclosure Document.

Item 21

FINANCIAL STATEMENTS

Attached to this disclosure document at Exhibit E are our audited financial statements for our fiscal years ended December 31, ~~2024~~[2025](#), December 31, ~~2023~~[2024](#), and December 31, ~~2022~~[2023](#). ~~We have also included at Exhibit E our unaudited financial statements as of, and for the 2 month period ended, February 28, 2025. THE FINANCIAL STATEMENTS AS OF FEBRUARY 28, 2025 ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENTS AND FORM.~~

Item 22

CONTRACTS

The following agreements are exhibits to this Disclosure Document:

State Specific Addenda – Exhibit A

Franchise Agreement and Schedules – Exhibit C

Schedule A Franchisee Information

Schedule B Guaranty

Schedule C Permitted Ancillary Service(s)

Schedule D Permitted Outside Service(s)

Schedule E ~~SVN Core Covenants~~

~~Schedule F~~ Electronic Funds Transfer Agreement

Schedule ~~GF~~ Franchisee Intranet Services Agreement

Renewal Addendum to Franchise Agreement – Exhibit D

General Release of All Claims – Exhibit H

Item 23

RECEIPTS

The last 2 pages of this disclosure document are duplicate receipt pages. Please sign and date both copies. Return the last page to us and retain the other copy for your records.

**EXHIBIT A
TO FRANCHISE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDA**

**ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF
SVN INTERNATIONAL PBC**

If the franchise is located in or if franchisee is a resident of any of the following states, then the designated provisions in the Franchise Disclosure Document (“Disclosure Document”) and Franchise Agreement will be amended as follows:

No Waiver or Disclaimer in Certain States

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgment signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA

ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

Our website, www.svn.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at <https://dfpi.ca.gov>.

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 14 DAYS PRIOR TO EXECUTION OF THE AGREEMENT.

SECTION 31125 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

1. The following RISK FACTOR is added to the State Cover Page of the Disclosure Document:

YOU WILL BE ENTERING INTO A FRANCHISE AGREEMENT WITH US. ANY APPLICABLE AREA SERVICES REPRESENTATIVE AND ANY APPLICABLE REGIONAL DEVELOPER IS NOT A PARTY TO YOUR CONTRACT. FRANCHISOR IS RESPONSIBLE FOR MEETING ITS COMMITMENTS UNDER THE FRANCHISE AGREEMENT.

2. The following language is added to the end of Item 3 of the Disclosure Document:

Neither SVN International PBC, nor any person identified in Item 2, or an affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

3. The **"Initial Franchise Fee"** section of Item 5 is amended with the addition of the following as the last paragraph:

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 franchisees until we have completed all of our pre-opening obligations and you are open for business.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516.) Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043.)

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

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

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law, but we will enforce it to the extent enforceable.

The Franchise Agreement requires application of the laws of the State of Massachusetts. This provision may not be enforceable under California law, but we will enforce it to the extent enforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Norfolk County, Massachusetts, with the costs being borne by the non-prevailing party. The prevailing party shall be entitled to recover reasonable compensation for expenses, costs and fees in connection with arbitration, including reasonable attorney's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

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

5. 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.

6. **Franchise Agreement Provisions Void as Contrary to Public Policy:** In accordance with California Corporations Code **Section 31512.1:**

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

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

CALIFORNIA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

In recognition of the requirements of California Corporations Code sections 31512 and/or 31512.1, the parties to the attached Franchise Agreement ("Agreement") agree as follows:

1. The following language is added as the last paragraph in Section 4.1 of the Franchise Agreement:

"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 franchisees until we have completed all of our pre-opening obligations and you are open for business."

2. 1. The following language found at the end of Section 18.8 is removed/deleted from the Agreement:

"No officer or employee or agent of SVNIPBC has any authority to make any representation or promise not contained in this Agreement or in any Disclosure Document for prospective Franchisees required by applicable law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise."

3. 2. The following Section 19.1 is removed/deleted from the Agreement:

"Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby."

4. 3. The following Section 19.3.1 is removed/deleted from the Agreement:

"FRANCHISEE ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF SVNIPBC'S OPERATIONS AND THE MARKET AREA IN WHICH FRANCHISEE WILL OPERATE THE FRANCHISE. FRANCHISEE UNDERSTANDS AND AGREES THAT SVNIPBC DOES NOT FURNISH OR ENDORSE, OR AUTHORIZE ITS SALESPERSONS OR OTHERS TO FURNISH OR ENDORSE, ANY ORAL, WRITTEN OR OTHER INFORMATION CONCERNING ACTUAL OR POTENTIAL SALES, COSTS, INCOME, EXPENSES, PROFITS, CASH FLOW, OR OTHER FINANCIAL INFORMATION, OR FROM WHICH SUCH ITEMS MIGHT BE ASCERTAINED, ("FINANCIAL PERFORMANCE REPRESENTATIONS") ABOUT SVN FRANCHISES OR ANY OTHER COMMERCIAL REAL ESTATE SERVICES BUSINESSES."

5. 4. The following Section 19.3.2 is removed/deleted from the Agreement:

"FRANCHISEE REPRESENTS AND ACKNOWLEDGES THAT IT HAS RECEIVED SVNIPBC'S DISCLOSURE DOCUMENT, INCLUDING ALL EXHIBITS THERETO, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE EARLIER OF THE DATE ON WHICH THIS AGREEMENT, AND ALL OTHER AGREEMENTS, WERE EXECUTED, OR

ANY CONSIDERATION WAS PAID. FRANCHISEE REPRESENTS IT HAS READ ALL AGREEMENTS, SVNIPBC'S FRANCHISE DISCLOSURE DOCUMENT, EXHIBITS, ADDENDA AND OTHER DOCUMENTS, ALONG WITH ANY ADDITIONAL INFORMATION FRANCHISEE DEEMS RELEVANT, IN ITS ENTIRETY."

6. ~~5.~~The following Section 19.3.3 is removed/deleted from the Agreement:

"FRANCHISEE FURTHER REPRESENTS THAT IT UNDERSTANDS AND ACCEPTS THE TERMS, CONDITIONS, COVENANTS AND OBLIGATIONS OF THIS AGREEMENT AND ALL SCHEDULES AS BEING REASONABLY NECESSARY TO (1) MAINTAIN SVNIPBC'S HIGH STANDARDS OF QUALITY AND SERVICE; (2) MAINTAIN UNIFORMITY OF THOSE STANDARDS AT FRANCHISED LOCATIONS; AND (3) PROTECT AND PRESERVE THE GOODWILL OF THE MARKS, AND THAT FAILURE TO MAINTAIN SVNIPBC'S STANDARDS CAN RESULT IN TERMINATION OF THIS AGREEMENT."

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

SVN International PBC

Franchisee:

By: _____

By: _____

Title: _____

Title: _____

HAWAII

ADDENDUM TO DISCLOSURE DOCUMENT

These franchises will be/have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete, and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor, at least seven days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with an copy of all proposed agreements relating to the sale of the franchise.

This Disclosure Document contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

A. (1) This registration (or one substantially similar) is presently on file or will shortly be on file in the States of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

(2) The registration is exempt from the registration requirements of the States of Florida, Kentucky, Nebraska, Texas and Utah.

(3) No states have refused, by order or otherwise, to register these franchises.

(4) No states have revoked or suspended the right to offer these franchises.

(5) The proposed registration of these franchises has been withdrawn in no states.

B. No release language set forth in the franchise agreement shall relieve us or any other person, directly or indirectly, from liability imposed by laws concerning franchising in the State of Hawaii.

C. As a result of our financial condition, for each franchise sold in Hawaii, the State of Hawaii has required us to defer receipt of initial franchise fees and other payments to us or our affiliates until we have met all of our pre-opening obligations and you have opened your franchise business.

D. The following risk is added to the “Special Risks to Consider About *This Franchise*” page:

Accumulated Deficit. Franchisor has an accumulated deficit of ~~\$1,582,815~~\$31,484,240, as of December 31, ~~2023~~2025.

HAWAII

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

The following language is added as the last paragraph in ~~Sections~~Section 4.1 of the Franchise Agreement:

DEFERRAL OF INITIAL FEES: As a result of Franchisor's financial condition, for each franchise sold in Hawaii, the State of Hawaii has required Franchisor to defer receipt of initial franchise fees and other payments to Franchisor or its affiliates until Franchisor has met all of Franchisor's pre-opening obligations and Franchisee has opened its franchise business.

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

SVN International PBC

Franchisee:

By: _____

By: _____

Title: _____

Title: _____

ILLINOIS

ADDENDUM TO DISCLOSURE DOCUMENT

1. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.
2. Illinois law governs the Franchise Agreement.
3. 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.

4. The following language is added as the last paragraph of the “Initial Franchise Fee” section of Item 5:

DEFERRAL OF INITIAL FEES. Franchisor shall defer Franchisee’s payment of all initial franchise fees owed to Franchisor or its affiliates until Franchisor has met all of Franchisor’s pre-opening obligations and Franchisee has opened its franchise business. The Illinois Attorney General’s Office has imposed this deferral requirement due to Franchisor’s financial condition.

5. ~~4.~~Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. ~~5.~~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.
7. ~~6.~~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.

ILLINOIS

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (as amended), the parties to the attached Franchise Agreement (the “Agreement”) agree as follows:

1. Illinois law governs the ~~Franchise~~-Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. The following language is added as the last paragraph in Section 4.1 of the Agreement:

DEFERRAL OF INITIAL FEES: We shall defer your payment of all initial franchise fees owed by you to us or our affiliates until we have met all of our pre-opening obligations under this Agreement and you have opened your franchise business. The Illinois Attorney General’s Office has imposed this deferral requirement due to Franchisor’s financial condition.
4. The third sentence of Section 18.8 of the Agreement is amended to state:

Notwithstanding the foregoing, nothing in the this or in any related Agreement entered into before the Effective Date is intended to disclaim representations SVNIPBC made to Franchisee in the Franchise Disclosure Document or in any related document that SVNIPBC heretofore furnished to Franchisee.
5. ~~3-~~Your rights upon Termination and Non-Renewal of ~~an agreement~~the Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. ~~4-~~In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or **any other law of Illinois** is void.
7. ~~5-~~No statement, questionnaire or acknowledgement signed or agreed to by ~~a franchisee~~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 Franchisor or any franchise seller or other person acting on behalf of ~~the~~-Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

[SIGNATURES ON FOLLOWING PAGE]

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

SVN International PBC:

Franchisee:

By Name:

By Name:

Title:

Title:

INDIANA

ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or any other agreements, if such provisions are in conflict with Indiana law.
2. No release language set forth in the Disclosure Document or Franchise Agreement, including but not limited to Item 17 or Section 18.6 thereof, respectively, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
3. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement issued in the State of Indiana.

MARYLAND

ADDENDUM TO DISCLOSURE DOCUMENT

1. The [“Initial Franchise Fee”](#) section of Item 5 is amended with the addition of the following as the last paragraph:

[DEFERRAL OF INITIAL FEES. Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you to us, or our affiliates, shall be deferred until we complete our pre-opening obligations to you under the Franchise Agreement.](#)

2. [The “Summary”](#) section of Item 17(c) entitled [Requirements for you to renew or extend](#), and the “Summary” section of Item 17(m) entitled [Conditions for our approval of transfer](#), is amended by adding 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.

- [23.](#) The [“Summary”](#) section of Item 17(h) entitled [“Cause” defined \(defaults which cannot be cured\)](#), is amended by adding the following:

The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 [et seq.](#)), but we will enforce it to the extent enforceable.

- [34.](#) The following are added to the end of the chart in Item 17:

Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim 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 general release required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

- [5.](#) [Note 4 of Item 19 is deleted and replaced with the following:](#)

[4. \[intentionally deleted\]](#)

[Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.](#)

MARYLAND

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

1. 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.
2. Termination upon bankruptcy of the Franchisee might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but Franchisor intends to enforce it to the extent enforceable.
3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. 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.
6. The following language is added as the last paragraph in Section 4.1 of the Franchise Agreement:

DEFERRAL OF INITIAL FEES: Based upon our financial condition, the Maryland Securities Commissioner has required that we defer receipt of all initial fees and other payments owed by you to us or our affiliates until we have met all of our pre-opening obligations to you under this Agreement.
7. Section 19.3, "Representations by Franchisee," under Article 19 "Acknowledgment" is deleted in its entirety.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

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

SVN International PBC:

Franchisee:

By Name: _____

By Name: _____

Title: _____

Title: _____

MINNESOTA

ADDENDUM TO DISCLOSURE DOCUMENT

In accordance with the requirements of the state of Minnesota the following disclosure should be read in conjunction with the Disclosure Document. Any inconsistency with the information contained in the Disclosure Document will be resolved in favor of this Minnesota Addendum.

1. Item 13 **Trademarks** is amended by adding the following:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any of your costs incurred in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and are given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Item 17 **Renewal, Termination, Transfer and Dispute Resolution** is amended by adding the following:

A. **Renewal and Termination**

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

B. **Choice of Forum**

Nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

C. **Releases**

A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.22.

~~These franchises have been registered under the Minnesota Franchise Act, registration does not constitute approval, recommendation, or endorsement by the Commissioner of Commerce of Minnesota or a finding by the Commissioner that the information provided herein is true, complete, and not misleading.~~

~~The Minnesota Franchise Act makes it unlawful to offer or sell any franchise in this state which is subject to registration without first providing to the franchisee, at least 7 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 7 days prior to the payment of any consideration, by the franchisee, whichever occurs first, a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the franchise. This Disclosure Document contains a summary only of certain material provisions of the Franchise Agreement. The contract or agreement should be referred to for an understanding of all rights and obligations of both the franchisor and the franchisee.~~

3. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

4. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

MINNESOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et seq., the parties to the attached Franchise Agreement ("Agreement") agree as follows:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

As required by Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), Franchisor will reimburse Franchisee for any costs incurred by Franchisee in the defense of Franchisee's right to use the Marks, so long as Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

"Minn. Statutes §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

3. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

[SIGNATURES ON FOLLOWING PAGE]

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

SVN International PBC

Franchisee:

By: _____

By: _____

Title: _____

Title: _____

NEW YORK

ADDENDUM TO DISCLOSURE DOCUMENT

The Disclosure Document is amended as follows:

1. The following paragraphs are added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK, 10271-0332.

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither we nor any of our affiliates, predecessors, officers, or general partners have, during the 10-year period immediately before the date of the Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of ours held this position in such company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections ~~687.4~~[687\(4\)](#) and ~~687.5~~[687\(5\)](#) be satisfied.

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

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

7. The following language is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

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

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

NORTH DAKOTA

ADDENDUM TO DISCLOSURE DOCUMENT

Item 17 (c) of the Disclosure Document requires the franchisee to sign a general release upon renewal of the franchise agreement. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is unenforceable in North Dakota.

Item 17 (i) of the Disclosure Document requires the franchisee to consent to liquidated damages. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is unenforceable in the State of North Dakota.

Item 17 (u) of the Disclosure Document provides that the franchisee must agree to the arbitration of disputes in Norfolk County, Massachusetts. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is unenforceable in the State of North Dakota, and therefore Item 17 (u) of the Disclosure Document is amended to provide the site of arbitration or mediation be agreeable to all parties.

Item 17 (v) of the Disclosure Document provides that the franchisee must consent to the jurisdiction of courts in the state, county or judicial district encompassing Franchisor's headquarters. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Item 17 (w) of the Disclosure Document provides that the agreement shall be construed according to the laws of the State of Massachusetts. The Commissioner has held that franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The Franchise Agreement shall be construed according to the laws of the State of North Dakota.

NORTH DAKOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

1. Section 3.2 requires the franchisee to sign a general release upon renewal of the franchise agreement. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is unenforceable in North Dakota.

2. Section 17.2.4 requires the franchisee to consent to a waiver of trial by jury. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is unenforceable in the State of North Dakota.

3. Section 17.4 requires the franchisee to consent to a limitation of damages. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is unenforceable in the State of North Dakota.

4. Section 17.2.3 provides that the franchisee must agree to the arbitration of disputes in Norfolk County, Massachusetts. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is unenforceable in the State of North Dakota. Section 17.2.3 of the Franchise Agreement is amended to provide the site of arbitration or mediation be agreeable to all parties.

5. Section 17.1.2 provides that the franchisee must consent to the jurisdiction of courts in the state, county or judicial district encompassing Franchisor's headquarters. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

6. Section 18.7 provides that the agreement shall be construed according to the laws of the State of Massachusetts. The Commissioner has held that franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The Franchise Agreement shall be construed according to the laws of the State of North Dakota.

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

SVN International PBC

Franchisee:

By: _____

By: _____

Title: _____

Title: _____

RHODE ISLAND

ADDENDUM TO DISCLOSURE DOCUMENT

The following provision supersedes the Disclosure Document and applies to all franchises offered and sold in the State of Rhode Island:

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

RHODE ISLAND

AMENDMENT TO FRANCHISE AGREEMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act (Section 19-28.1-14), the parties to the attached Franchise Agreement agree as follows:

Section 17.1.2, "**FORUM**" is amended by adding the following:

§19-24.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

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

SVN International PBC

Franchisee:

By: _____

By: _____

Title: _____

Title: _____

SOUTH DAKOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

The following provisions shall apply and supersede any provision in the Franchise Agreement to the contrary:

1. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Franchise Agreement will be and remain subject to the construction, enforcement and interpretation of the laws of the State specified in Article 18 of this Agreement. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota, is deleted from any Franchise Agreement issued in the State of South Dakota.

2. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, or consequential damages or any provision that provides that parties' waive their right to a jury trial may not be enforceable under South Dakota law.

3. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of South Dakota.

4. Termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make Royalty payments contained in the Franchise Agreement shall afford you thirty (30) days written notice with an opportunity to cure the default before termination.

5. To the extent this Amendment is inconsistent with any terms or conditions of the Franchise Agreement, schedules or attachments thereto, or the Disclosure Document, the terms of this Amendment shall govern.

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

SVN International PBC

Franchisee:

By: _____

By: _____

Title: _____

Title: _____

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for SVN International PBC for use in the Commonwealth of Virginia shall be amended as follows:

1. The “Initial Franchise Fee” section of Item 5 is amended with the addition of the following as the last paragraph:

DEFERRAL OF INITIAL FEES. The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by Franchisees to Franchisor until Franchisor has completed its pre-opening obligations under the franchise agreement.

2. The following statement is added to ~~Items 17. h.~~the end of Item 17(e), entitled “Termination by franchisor without cause”, in regard to the Franchise Agreement:

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

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to this Addendum.

WASHINGTONVIRGINIA

ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

The following provisions shall apply and supersede any provision in the Franchise Agreement to the contrary:

1. The following language is added as the last paragraph in Section 4.1 of the Franchise Agreement:

DEFERRAL OF INITIAL FEES: The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations to you under this Agreement.

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently, without reference to this Addendum.

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

SVN International PBC: _____ Franchisee: _____

Name: _____ Name: _____
Title: _____ Title: _____

WASHINGTON ADDENDUM TO SVN INTERNATIONAL PBC
FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

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

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

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

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

4. **General Release.** A release or waiver of rights ~~executed by in the franchise agreement or related agreements purporting to bind~~ the franchisee ~~shall not include rights to waive compliance with any provision~~ under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

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

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation).— In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation).— As a result, any ~~provisions~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.— As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The following disclosure is added to Item 1 of the Disclosure Document, as the last paragraph under the heading, "The SVN Franchise Business":

~~"Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State. At this time, we do not pay any referral fees or award any type of incentive for referrals by existing franchisees in the State of Washington."~~

WASHINGTON

ADDENDUM TO THE FRANCHISE AGREEMENT

~~————— In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

~~————— RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

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

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

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

18. Advisory Regarding Franchise Brokers. —A release or waiver of rights executed by a franchisee may not include rights under Under the Washington Franchise Investment Protection Act, or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable. a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

~~————— Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.~~

~~Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a~~

~~franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

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

~~Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington State.~~

The following language found in the last sentence of Section 18.2, "**Waiver and Delay**," is deleted from the Agreement:

~~"SVNIPBC makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request."~~

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

19. **Financial Assurance.** In lieu of an escrow or impound of franchise fees, the franchisor will defer collection of the initial franchise fee, including the Product Council Marketing Fee, until the franchisor has fulfilled all of its initial pre-opening obligations to the franchisee and the franchise business is open.

20. **Acknowledgments.** Article 19 of the Franchise Agreement entitled "Acknowledgment" is deleted in its entirety.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20____.

SVN International PBC _____
Signature of Franchisor Representative _____ Signature of Franchisee: Representative _____

By: _____ By: _____

Title of Franchisor Representative Title: _____ Title: of Franchisee Representative

WISCONSIN

ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the “Act”), shall apply to and govern the provisions of the Franchise Agreement.
2. The Act’s requirement, including that in certain circumstances a franchisee or member receive ninety (90) days notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of the Franchise Agreement to the extent they may be inconsistent with the Act’s requirements.

WISCONSIN

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of the Franchise Agreement.
2. The conditions under which this Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes, 1981-82, Title XIV-A, Chapter 135.

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

SVN International PBC

Franchisee:

By: _____

By: _____

Title: _____

Title: _____

**EXHIBIT B
TO FRANCHISE DISCLOSURE DOCUMENT**

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE FRANCHISE LAW ADMINISTRATORS

California:

Department of Financial Protection and Innovation

~~2101 Arena Boulevard~~ [651 Bannon Street, Suite 300](#)

Sacramento, CA ~~95834~~ [95811](#)

(866) 275-2677 (toll free)

Ask.DFPI@dfpi.ca.gov (email)

Connecticut:

The Banking Commissioner

The Department of Banking, Securities and Business Investments Division

260 Constitution Plaza

Hartford, Connecticut 06103-1800

(860) 240-8299

Florida:

Commissioner

Department of Agriculture & Consumer Services

P.O. Box 6700

Tallahassee, Florida 32314

(850) 410-3800

Hawaii:

Department of Commerce and Consumer Affairs

Business Registration Division

King Kalakaua Building

335 Merchant Street, Room 205

Honolulu, HI 96813

(808) 586-2744

Illinois:

Office of the Attorney General

Franchise Division

500 South Second Street

Springfield, IL ~~62706~~ [62701](#)

(217) 782-4465

Indiana:

Indiana Secretary of State

Securities Division, Franchise Section

302 West Washington Street, Room E-111

Indianapolis, IN 46204

(317) 232-6681

Maryland:

Office of the Attorney General

Maryland Division of Securities

200 Saint Paul Place

Baltimore, MD 21202-2020

(410) 576-6360

Michigan:

Department of the Attorney General

~~Consumer Protection~~ [Corporate Oversight](#) Division

Attn: Franchise Section

525 West Ottawa

G. Mennen Williams Building, ~~1st~~ [5th](#) Floor

Lansing, Michigan 48933

(517) ~~373-7117~~ [335-7567](#)

Minnesota:

Minnesota Dept. of Commerce

85 7th Place East, Suite 280

Saint Paul, MN 55101-2198

(651) 539-1638

New York:

NYS Department of Law

Investor Protection Bureau

28 Liberty St., 21st Floor

New York, New York 10005

(212) 416-~~8285~~ [8222](#)

North Dakota:

North Dakota [Insurance &](#) Securities Department

600 East Boulevard Avenue

~~State Capitol – Fourteenth Floor~~, Dept. ~~414~~ [401](#)

Bismarck, North Dakota 58505

(701) 328-2910

Oregon:

Department of Consumer and Business Services

Division of Finance and Securities

350 Winter St. NE, Rm 410

Salem, Oregon 97310-3881

(503) 378-4140

Rhode Island:

Rhode Island Department of Business Regulation
Securities Division
1511 Pontiac Avenue – Building 68-2
Cranston, Rhode Island 02920-4407
(401) 462-9527

South Dakota:

South Dakota Department of Labor and Regulation
Division of Insurance - Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia:

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington:

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

Wisconsin:

Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

AGENTS FOR SERVICE OF PROCESS

The Franchisor has not appointed the agent identified below unless it has registered in that state, as noted on the page following the State Cover page.

California:

California Commissioner of Financial Protection and Innovation
California Dept. of Financial Protection and Innovation
~~2101 Arena Boulevard~~ [651 Bannon Street, Suite 300](#)
Sacramento, CA ~~95834~~ [95811](#)
(866) 275-2677 (toll free)

Connecticut:

The Banking Commissioner
The Department of Banking, Securities and Business
Investment Division
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

Florida:

Commissioner
Department of Agriculture & Consumer Services
P.O. Box 6700
Tallahassee, Florida 32314
(850) 410-3800

Hawaii:

Hawaii Commissioner of Securities
Department of Commerce &
Consumer Affairs
Business Registration Division – Securities Compliance
Branch
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

Illinois:

Illinois Attorney General
500 South Second Street
Springfield, Illinois ~~62706~~ [62701](#)
(217) 782-4465

Indiana:

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

Maryland:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

Michigan:

Michigan Dept. of Attorney General
Consumer ~~Protection~~ [Oversight Division](#)
Franchise Section
525 W. Ottawa St.
G. Mennen Williams Building, ~~1st~~ [5th](#) Floor
Lansing, Michigan 48909
(517) ~~373-7117~~ [335-7567](#)

Minnesota:

Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101-2198
(651) 539-1600

New York:

New York Secretary of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) ~~416-8236~~ [473-2492](#)

North Dakota:

~~North Dakota Securities~~ [Insurance](#) Commissioner
North Dakota [Insurance &](#) Securities Department
600 East Boulevard Ave.
~~State Capitol – Fourteenth Floor~~, Dept. ~~414~~ [401](#)
Bismarck, North Dakota 58505-0510
(701) 328-2910

Oregon:

Director, Department of Consumer and Business
Services
Division of Finance and Corporate Securities
350 Winter St. NE, Rm. 410
Salem, Oregon 97310-3881
(503) 378-4140

Rhode Island:

Director, Securities Division
Department of Business Regulation
1511 Pontiac Avenue – Building 68-2
Cranston, Rhode Island 02920
(401) 462-9527

South Dakota:

Director of South Dakota Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia:

Clerk of the State Corporation Commission
1300 E. Main Street
Richmond, Virginia 23219
(804) 371-9733

Washington:

Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501
(360) 902-8700

Wisconsin:

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

For All States Not Listed Above:

CT Corporation System
155 Federal St, #700
Boston, Massachusetts 02110

EXHIBIT C
TO FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT & SCHEDULES

SVN FRANCHISE AGREEMENT

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SVN FRANCHISE AGREEMENT

This SVN Franchise Agreement (“Franchise Agreement” or this “Agreement”) is made this ____ day of _____, 20__ (“Effective Date”) by and between SVN International PBC, a Delaware Public Benefit Corporation, hereinafter known as “Franchisor,” “SVNIPBC,” “we” or “us,” and _____, [an individual, as sole proprietor] [individuals] [a corporation] [a partnership] [a limited liability company], hereinafter individually and collectively known as “Franchisee” or “you”, with reference to the following facts:

A. WHEREAS, SVNIPBC owns certain proprietary and other property rights and interests in and to the SVN® trademark and service mark and such other trademarks, service marks, logo types, insignias, trade dress, designs, and commercial symbols as SVNIPBC may from time to time authorize or direct Franchisee to use in connection with the operation of an SVN® Franchise (collectively, the “Marks”).

B. WHEREAS, SVNIPBC developed and owns a system for the operation of a commercial real estate business operated under the Marks (a “SVN Franchise” or “Franchise”). The system includes various operating methods; SVNIPBC support sites (“SVNIPBC Technology Systems”), inclusive of any online tracking system, online publisher and/or other software/technology platform or system tools SVNIPBC may implement over time; certain support services; techniques; Policies; distinctive signs; Confidential Materials and Practices; record-keeping and marketing techniques, all of which may be modified by SVNIPBC from time-to-time (collectively, the “System”).

C. WHEREAS, Franchisee desires to obtain a Franchise and operate fully an SVN commercial real estate business under the Marks and in accordance with the System, and SVNIPBC is willing to grant Franchisee such a Franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

DEFINITIONS & APPLICABLE INFORMATION

1.1 Certain Definitions and Applicable Information

Unless otherwise defined herein or if the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth in this Section 1.1 and in Appendix 1:

“Authorized Salesperson” means and includes each Senior Advisor, Advisor, and Associate Advisor and each of the following Licensed Persons employed by the Franchisee or Broker in Charge, and such additional Licensed Persons as may be subsequently engaged by Franchisee, unless and until terminated by such Broker in Charge, or until such time as the person fails to be a Licensed Person under Applicable Law or to meet SVNIPBC’s reasonable qualification criteria, as set forth in the Manuals.

“Broker in Charge” means the following Licensed Person, unless and until changed by mutual written agreement of the parties, or until such time as the person fails: (1) to devote substantial full time and best efforts to the supervision and conduct of the Commercial Real Estate Services Franchise, as licensed herein; (2) to be a licensed real estate broker under Applicable Law; or (3) otherwise to meet SVNIPBC’s reasonable qualification criteria as set forth in the Manuals:

SVNIPBC requires that there must be a licensed Broker in Charge of the Franchise at all times. Franchisee agrees to notify SVNIPBC immediately of any change or update to the Broker in Charge associated with the Franchise. If at any time during the Term of this Agreement, Franchisee does not have a licensed Broker in Charge of the Franchise, Franchisee will be in default of this Agreement.

SVNIPBC reserves the right to require the Broker in Charge to be a Guarantor under this Agreement if at any time Franchisee (or an Owner/Guarantor of Franchisee, if Franchisee is a Business Entity) is not the Broker in Charge.

"Senior Advisor," meaning a Broker in Charge or Authorized Salesperson who has been working as a Licensed Person providing Commercial Real Estate Services on a full-time basis i) for a minimum of each of the five (5) immediately preceding calendar years, and/or ii) whose 3-year median annual income exceeds \$149,999, based on the three (3) immediately preceding calendar years;

"Senior Advisor Name(s):"

_____	_____
_____	_____
_____	_____

"Advisor" meaning a Broker in Charge or Authorized Salesperson whose 3-year median annual income is \$149,999 or less based on the three (3) immediately preceding calendar years.

"Advisor Name(s):"

_____	_____
_____	_____
_____	_____

"Associate Advisor" meaning an Authorized Salesperson who is new to the commercial real estate business (less than three (3) years) and whose average income in the commercial real estate business is \$50,000 or less based on the three (3) immediately preceding calendar years.

Associate Advisor Name(s):

_____	_____
_____	_____
_____	_____

"Property Manager" means each of the following persons employed or contracted by Franchisee in the role of Property Manager as of the Effective Date:

"Franchisee Business Address:"

"Franchisee Mailing Address" (if different from Business Address):

"Franchisee d/b/a" means the assumed or Fictitious Name under which you will be operating your Franchise Business as outlined in Section 9.6.

Franchisee d/b/a: _____

"Effective Date" means the date stated in the opening paragraph of this Agreement and is the date that this Agreement becomes binding on Franchisee. All of Franchisee's Gross Receipts on and after the Effective Date will be subject to Royalties, fees and other payments, as provided in Sections 4.2 through 4.10, below. If you identify the Franchise as an SVN Office or operate the Franchise using the Marks before the Effective Date without our express written consent, then, in addition to our remedies under Article 12, you will pay us the fee payments as specified in Sections 4.2 and 4.5 from the date you identify or operate the Franchise using the Marks.

"Managing Director," means the Franchisee/Owner or other individual who is responsible for the day-to-day operations of the SVN Office if Franchisee chooses to delegate such responsibility to another. The Managing Director may be the Broker in Charge or another individual designated by Franchisee for whom Franchisee has provided to SVNIPBC explicit written authorization for such individual to act on behalf of Franchisee in managing the SVN Office. Franchisee may authorize the Managing Director to receive communications from SVNIPBC and to attend certain required events on behalf of Franchisee.

"Managing Director:" _____

Franchisee agrees to notify SVNIPBC immediately of any change in the Managing Director(s) associated with the Franchise.

ARTICLE 2

RECITALS

2.1 Franchise Grant

Upon the terms and conditions contained herein, SVNIPBC hereby grants Franchisee a non-exclusive right to own and operate an SVN Franchise and to use the Marks and System according to SVNIPBC's Policies and the Manuals in connection therewith. This Agreement does not include any promise or assurance that SVNIPBC may or will authorize Franchisee to operate or obtain any additional Franchise(s).

2.2 No Sublicensing or Other Rights to SVNIPBC Property

Franchisee is permitted under this Agreement to operate the Franchise solely at or from the Franchisee Business Address, unless otherwise expressly authorized by SVNIPBC in writing. Franchisee shall not subdivide, sublicense, subcontract, sublease, or enter any management agreement providing for the right to operate the Franchise that is the subject of this Agreement, or to use the Marks or System or any System components licensed to Franchisee pursuant to this Agreement. Franchisee is permitted only to use the Marks and the System to operate the Franchise in compliance with this Agreement and is not authorized to modify, enhance, reverse engineer, create any derivative works from or otherwise manipulate or interfere with the Marks, the System, the Confidential Materials and Practices or any element of any of them or any other information or items proprietary to SVNIPBC. Franchisee will enter into such user licenses, sublicenses or similar agreements as SVNIPBC may request from time to time to meet any third-party licensing requirements in connection with tools or systems licensed to Franchisee for use in the operation of the SVN Franchise.

2.3 Market Area

Primary Market Area ("PMA"): _____

Franchisee acknowledges that (a) a PMA will typically be described as a metropolitan area or other geographic area in SVNIPBC's discretion, and (b) the area comprised by the PMA represents a geographical area in which a majority (greater than 50%) of Franchisee's Commercial Real Estate Services is performed as of the Effective Date. Franchisee further acknowledges and agrees that Franchisee may offer, sell and provide Approved Services pursuant to this Agreement in any geographic area or jurisdiction where Franchisee is licensed and has qualified to do business if required, and is otherwise legally entitled to do so; provided, that to the extent Franchisee performs Commercial Real Estate Services in connection with real property or businesses located outside of Franchisee's non-exclusive PMA, then Franchisee shall co-list with a qualified SVN Advisor at a Franchise having an office in the market area in which the real property or business is located, if one is available and to the extent permitted under Applicable Law, in accordance with SVNIPBC's co-listing requirements, as provided in the Manuals, Policies or in other written instruction published by SVNIPBC from time to time. If there is no qualified SVN Advisor at a Franchise located in the PMA in which the subject property is located, Franchisee may, with SVNIPBC's prior consent, co-list with an unaffiliated commercial real estate broker close to the property or business to the extent permitted under Applicable Law, or, if feasible due to PMA proximity and preference of the client, Franchisee may service the listing directly, provided Franchisee notifies SVN Franchises in the area in advance of publicizing the listing. SVNIPBC reserves the right to deny any such consent if SVNIPBC determines in its sole discretion that a qualified SVN Advisor is available for such co-listing.

2.4 No Exclusivity

The Primary Market Area granted to Franchisee under this Agreement is nonexclusive. SVNIPBC reserves all rights, including the right to permit others to open SVN Franchises within the Primary Market Area. SVNIPBC and each of its Related Parties have the right to market, offer, sell and license the sale of any products and services of any kind under the Marks or other trademarks or service marks, within and outside of the Primary Market Area, in any manner or medium, including through electronic communications, the use of the Internet, or other channels of distribution; to operate other outlets or franchises located anywhere, and to engage in any lines of business anywhere.

ARTICLE 3

TERM

3.1 Term

The “Term” of this Agreement shall begin on the Effective Date and end on a date corresponding with five (5) years from the Effective Date, which date shall be _____ (the “Franchise Expiration Date”), unless earlier terminated pursuant to Article 12 of this Agreement. Franchisee agrees to operate the Franchise Business for the entire Term of this Agreement, unless Franchisee receives Franchisor’s prior written approval to transfer its interest in the franchise pursuant to Article 11, or unless this Agreement is terminated pursuant to Article 12.

3.2 Renewability of Agreement

3.2.1 Conditions. Franchisee has no right to a renewal of this Agreement. Any renewal of the Franchise shall be at the sole discretion of SVNIPBC. Franchisee must satisfy the following conditions to be considered for a successor Franchise Agreement with a term of five (5) years:

(a) Both, at the time of the request and on the Franchise Expiration Date, Franchisee must be in full compliance with all of the terms of this Agreement and all mandatory requirements in SVNIPBC’s Policies and in the Manuals;

(b) Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

(c) Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any required System modifications such that the Franchise Business reflects SVNIPBC’s then-current standards and specifications;

(d) Franchisee has satisfied all monetary obligations owed by Franchisee to SVNIPBC, any affiliate of SVNIPBC, any supplier, and all other creditors, and has timely met these obligations throughout the term of this Agreement;

(e) Franchisee is not in default of any provision of this Agreement, any other agreement between Franchisee and SVNIPBC, or any other agreement entered into with a party, the subject matter concerning matters relating to the Franchise;

(f) Franchisee has given written notice of its intent to operate a successor SVN Franchise to SVNIPBC not less than six (6) months nor more than twelve (12) months prior to the end of the term of this Agreement;

(g) Franchisee or its Broker in Charge must have a real estate broker’s license in good standing within the state(s) where Franchisee operates; and

(h) Franchisee has complied with SVNIPBC’s then-current qualifications for a new SVN franchisee and has agreed to comply with any training requirements and certification/licensing requirements.

3.2.2 Length of Renewal Term. Under certain circumstances SVNIPBC may, in its sole discretion, allow Franchisee to renew for a shorter or longer period of time up to ten (10) years. Factors SVNIPBC will consider in determining whether to grant a longer renewal term include, but are not limited to: (a) whether Franchisee has fully complied with all terms of this Agreement; (b) whether Franchisee has consistently paid in full and on a timely basis all fees, dues and other amounts owed under this Agreement throughout the Term; (c) whether Franchisee attends and participates in scheduled SVN events, such as annual conferences, meetings, training and other similar activities; and (d) whether Franchisee has demonstrated a spirit of cooperation with SVNIPBC and with the SVN System that, in SVNIPBC's sole discretion, merits consideration for a longer renewal term.

3.2.3 Additional Requirements. If SVNIPBC grants Franchisee's request to renew the SVN Franchise, Franchisee shall (i) pay to SVNIPBC a "Renewal Fee" in the amount of ~~\$5,000~~ \$15,000; (ii) execute a new franchise agreement in the then-current form generally being offered by SVNIPBC to new franchisees (which may contain terms substantially different from this Agreement); and (iii) execute a General Release and any then applicable form of renewal addendum. Franchisee's Minimum Annual Royalty per year of its renewal franchise agreement will be \$25,000 if Franchisee is participating in the Teams Program, \$35,000 if Franchisee's Franchise Business is located in a Small Market, and in all other cases \$50,000 per calendar year during the term of the renewal franchise agreement.

3.3 Franchisor's Refusal to Renew Franchise

SVNIPBC may, at its sole discretion, refuse to renew the franchise for any reason, subject to applicable state law. Reasons that SVNIPBC may elect not to renew the Franchise, include, but are not limited to, the following: (i) Franchisee is in default under this Agreement, or any other agreement with SVNIPBC or an affiliate of SVNIPBC; (ii) Franchisee has had two or more defaults, whether cured or not, during the term of this Agreement; or (iii) Franchisee fails to satisfy any of the foregoing conditions set forth in Section 3.2.

3.4 Month-to-Month Option

With the prior written approval of SVNIPBC, Franchisee may continue to operate its office as an SVN Franchise after the Franchise Expiration Date on a month-to-month basis under the terms and conditions of this Agreement except that the Production Royalties and Property Management Royalties ~~payable to SVNIPBC shall be subject to a fee equal to 10% of Gross Receipts, in addition~~ shall each increase by 10% over the then-current percentages, and you shall continue to pay all ~~Royalties fees and other amounts~~ Franchisee would normally pay ~~on Gross Receipts and Property Management Revenues under this Agreement.~~ Either party shall have the right to terminate such a month-to-month agreement by providing at least thirty (30) days' prior written notice to the other party.

ARTICLE 4

PAYMENTS

4.1 Initial Franchise Fee

You must pay SVNIPBC a lump sum Initial Franchise Fee, in the amount of \$30,000, at the signing of this Agreement. The Initial Franchise Fee is used, among other things, to offset Franchisor's costs and expenses relating to initial training, establishment of suppliers, an online marketing interactive software

application, as well as Franchisor's other costs in helping Franchisee open the franchise. The Initial Franchise Fee is fully earned upon the signing of this Agreement and is non-refundable, in whole or in part.

SVNIPBC may from time to time, and in its sole discretion, choose to offer more favorable fee structures to Franchisees in connection with a second or additional Franchise Agreement or addendum granted to them by SVNIPBC. Any such policies are subject to change by SVNIPBC, and the policy in effect at the time Franchisee may be granted an additional Franchise Agreement will control.

If Franchisee has received a reduction in the Initial Franchise Fee based on his or her status as a U.S. Military Veteran and Franchisee is operating as a partnership, corporation or limited liability company, Franchisee must maintain a majority interest in the partnership, corporation or limited liability company for a minimum of three consecutive years after executing this Agreement, or Franchisee will be required to pay Franchisor the initial savings of \$4,500.

4.2 Royalties

In consideration of SVNIPBC granting Franchisee a franchise under this Agreement, Franchisee agrees to pay continuing Royalties to SVNIPBC, as set forth below in this Section 4.2.

4.2.1 Receivable. In this Agreement, the term "receivable" includes the face value of any notes at the time of sale and the fair market value, as determined by SVNIPBC, of any equity or non-cash consideration the Franchise Business may take in lieu of commissions. Example #1: You earn \$50,000 in commission and accept \$25,000 cash and \$25,000 in the form of a note at closing – the Royalties calculated at the applicable rate are due on the entire \$50,000, as if the full amount was paid in cash. Example #2: You accept a \$50,000 equity position or automobile instead of the cash payment – Royalties are due and payable on fair market value as if paid in cash.

4.2.2 Non-cash Items. Commercial Real Estate Services fees or price reductions generated by Franchisee or any of its Owners or other representatives acting as a principal in a transaction are included as "Gross Receipts," as are revenues received or receivable in connection with loan portfolio sales and sales of notes and note packages, to the extent Franchisee or such other party is lawfully able to engage in such sales and subject to any applicable licensing requirements.

4.2.3 Obligation to List/Sell. If Franchisee, any of its Owners, or any Broker in Charge or Authorized Salespersons desires to offer and sell, exchange, lease or rent commercial real property in which they or any of them own a ~~twenty-five percent (25%)~~ or greater interest (excluding Residential Property, but including Approved Residential Portfolio Sales) or owns a controlling interest, and provided Franchisee has the authority to do so, Franchisee shall cause such property to be listed and sold through Franchisee in accordance with this Agreement; provided that the foregoing obligation shall not apply to sales or leases in response to entirely unsolicited offers. No Royalties shall be payable by Franchisee on Gross Receipts from such transactions as listed in this Subsection 4.2.3, and, as provided in Section 4.2.4 below, such transactions do not count towards our awards programs or rankings.

4.2.4 Exclusions from Awards/Rankings. Transactions that do not generate Royalties or that do not follow the "collaborative marketing principals" of SVNIPBC, as set forth in the Manual and/or elsewhere by SVNIPBC, are excluded from calculating awards and rankings in our awards programs. Additionally, those transactions in which Royalties are not paid by the due date will be excluded from calculating awards and rankings.

4.2.5 Property Management Royalties. Franchisee shall pay SVNIPBC a monthly Property Management Royalty equal to 5% of all Property Management Revenues up to \$500,000 and 3% on all additional Property Management Revenues in any calendar year of the Term, unless Franchisee has an existing Property Management Business that it is operating on the day immediately prior to the Effective Date of this Agreement. In such case, the Property Management Royalties shall be 3% of all Property Management Revenues. Property Management Revenues are not included in Franchisee's Gross Receipts for purposes of calculating the Production Royalties-, unless we give our express written consent to do so. We have an unrestricted right to grant, condition or withhold such consent. Property Management Revenues in which a royalty is paid to us will count towards calculating awards and ranking in our awards programs. Franchisee agrees to pay the Property Management Royalties to SVNIPBC in the time and manner as set forth in Section 4.8, herein.

4.2.6 Production Royalties. Franchisee shall pay to SVNIPBC –a monthly Production Royalty. During the first year of the Term, the Production Royalties shall be calculated based on the Production Royalty Percentages set forth in the chart below, on Franchisee's Gross Receipts from the prior month:

Production Royalties Percentage	Year Gross Receipts
7%	\$0 to \$2,000,000
5%	Over \$2,000,000 to \$4,000,000
3%	Over \$4,000,000

Each year after the first year of the Term, SVNIPBC shall set the new percentage(s) to be applied in calculating Production Royalties owed on Gross Receipts for that year. Gross Receipts shall not include Property Management Revenues unless Franchisor has consented to the inclusion of Property Management Revenues in Gross Receipts. Franchisee agrees to pay the Production Royalties to SVNIPBC in the time and manner as set forth in Section 4.8, herein.

4.2.7 New SVN Franchise. If this is a new SVN Franchise, Franchisee's obligation to pay Royalties shall commence four (4) months from the Effective Date of this Agreement. If this Agreement is entered into for the renewal of a Franchise or the operation of an existing SVN Franchise, the foregoing sentence shall not apply. With respect to a new Franchisee, all Pre-Conversion Sales that close more than (4) months from the Effective Date of this Agreement shall be included in the Gross Receipts or Property Management Revenue, as applicable, for payments of the Royalties.

4.2.8 Teams/Individual Program- Royalties. ~~If you are an existing Franchisee operating under~~ Notwithstanding Section 4.2.6 above, if you are participating in our Teams ~~or Individual Program,~~ you will pay a Production Royalty in an amount equal to ~~15~~12% of Gross Receipts on the initial \$1,000,000 in Gross Receipts during each calendar year during the Term and 10% on all additional Gross Receipts in any such calendar year. If you are performing Property Management Services, you will pay the Property Management Royalty as discussed above. Minimum Gross Receipt thresholds discussed in the Section re-set on January 1 of each calendar year during the Term.

4.3 Special Accounts

SVNIPBC and our Related Parties have the right to market, offer, sell and provide Commercial Real Estate Services and other services through independent contractor relationships and/or an internal and/or

corporate sales force to entities/organizations/retail chains having multiple, commonly branded or similarly associated outlet facilities, which typically, but not necessarily, operate nationally or regionally and have outlets located over multiple Franchisee Primary Market Areas (individually and collectively, "Special Accounts"). We and/or Related Parties can solicit, service and/or administer Special Accounts wherever located and may request related assistance from Franchisees and/or from independent third party commercial real estate brokerages, according to processes and procedures we can establish as we consider appropriate in the Manuals or through other written instruction. If you accept such a request from us, you will be required and agree to participate in the applicable Special Account project/transaction on terms that we have negotiated. You are free to negotiate your own fees on a client-by-client basis, except as to Special Accounts. Notwithstanding any other term of this Agreement, you may not solicit or service Special Accounts clients that are parties to agreements with us or a Related Party of ours without our written approval. You agree to comply with any Policies we establish in the Manuals or other written communication relating to such restrictions, to franchisees' co-operative Franchise practices/conduct and/or to matters and/or disputes with or among franchisees relating to Special Accounts or other client matters.

4.4 No Referral Fees

Franchisee shall not offer or make any gift, referral fee or other payment or gratuity to any SVNIPBC employee (not including any bona fide co-listing fee, or other payment required hereunder, which is payable to SVNIPBC or its Related Party by or through such employee), nor shall Franchisee solicit, offer or make any gift, referral fee or other payment or gratuity to or from any other franchisee of SVNIPBC or its Related Party for the purpose, or having the effect, of evading or reducing the Royalties payable by Franchisee or such other franchisee. The term "Related Party" is not intended to include Franchisee or other persons or Franchise Entities merely because they have executed Franchise Agreements with SVNIPBC.

4.5 Franchisee Councils, Product Council Marketing Fees and Co-operatives and Related Payments

4.5.1 Councils. We reserve the right to form and/or implement one or more franchisee groups, including local or regional advertising cooperatives or councils -(individually and collectively referred to as a "Council"). We can establish -Councils based upon any factors we determine including industry segments or property types, geography, transaction type or volume, or other criteria, as we consider appropriate. You must join any Council we require. You must participate in the Council on the terms and conditions we require. We will determine how much you must contribute to the Council. We have the right to form and administer any such Council or allow a Council to self-govern by adopting its own bylaws, rules, regulations and procedures, subject to our consent.

4.5.2 Product Council Fee. You must pay us a "Product Council Marketing Fee" -of \$1,800, per year, or such other amount as we may determine in our sole discretion, -beginning at the Effective Date of this Agreement, and on each January 1st of each year thereafter. The Product Council Marketing Fee shall be pro-rated for any partial calendar year during the Term based upon the number of full calendar months in the remainder of such calendar year. Product Council Marketing Fees shall be held by us and shall be used as we may determine from time-to-time, in our sole discretion but with input of the Council we have established in an advisory capacity to assist us in connection with marketing initiatives (the "Product Council"). If there is a Product Council in your market, you are required to join the Product Council and pay any fees or other amounts required by the Product Council, in addition to the Product Council Marketing Fee. We have the power to change, merge or dissolve any Council, including any Product Council, or establish other Councils, in our sole discretion.

4.6 Minimum Annual Royalty

4.6.1 Minimum Annual Royalties. Franchisee agrees to pay to SVNIPBC the Royalties, as provided in Section 4.2, and further agrees that, Royalties paid by Franchisee in any calendar year shall not be less than the Minimum Annual Royalty of: (a) ~~\$25,000~~ \$10,000 for the first calendar year, and \$25,000 for each following calendar year during the Term, if Franchisee is ~~operating under~~ participating in SVNIPBC's Teams ~~or Individual~~ Program; (b) ~~\$35,000~~ \$15,000 for the first calendar year, and \$35,000 for each following calendar year during the Term, if Franchisee's Franchise Business is located in a Small Market; or (c) ~~\$50,000~~ \$20,000 for the first calendar year, and \$50,000 for each following year, during the Term. For any calendar year during the Term which is less than a full calendar year, the applicable Minimum Annual Royalty amount shall be pro-rated based upon the number of full months in such calendar year. ~~Notwithstanding the foregoing, if Franchisee is a new SVN franchisee the Minimum Annual Royalty obligation shall be waived for the calendar year in which the Effective Date occurs. This~~ Otherwise, this Minimum Annual Royalty obligation shall begin immediately on the Effective Date.

4.6.2 Payment of Underage. If the Royalties Franchisee paid to SVNIPBC in a calendar year total less than the applicable Minimum Annual Royalty, Franchisee shall pay SVNIPBC by January 31 of the following calendar year an amount equal to the deficiency between the Royalties paid and the required Minimum Annual Royalty. As provided in Section 12.3 below, SVNIPBC may terminate this Agreement in the event Franchisee fails to generate Royalties in an amount sufficient to meet the Minimum Annual Royalty in any calendar year, or portion of a calendar year during the Term.

4.6.3 Waiver of Minimum. Notwithstanding any other provision of Section 4.6, SVNIPBC has the unrestricted right to elect to waive the Minimum Annual Royalty for any chosen time period without limiting or diminishing its right to enforce such term at a later time.

4.7 Allowances and Other Payments

4.7.1 Payment of Creditors. In addition to all other payments provided herein, Franchisee shall pay all amounts due to SVNIPBC and its Related Parties and salespersons and brokers, and to all other SVN franchisees with whom Franchisee co-lists or otherwise conducts business, as applicable, promptly when due.

4.7.2 Rebates and other Payments. Franchisee acknowledges and agrees that (a) SVNIPBC may receive rebates, marketing, administrative and other payments and allowances from third-party suppliers on account of purchases made by SVNIPBC and its Related Parties, Franchisee and other SVN franchisees, and their respective clients; and (b) that SVNIPBC and its Related Parties may charge a mark-up in connection with goods and services supplied to Franchisee by SVNIPBC or its Related Parties. SVNIPBC shall have no liability, duty or obligation to Franchisee on account thereof, including any obligation to remit any portion of any such amounts to Franchisee.

4.7.3 Fee Modifications. SVNIPBC has the right, at any time and at its sole option, to impose, eliminate, increase or decrease any fees or other amounts charged by it under this Agreement other than the Royalties, Renewal Fee and the Transfer and Processing Fee. Each fee or other amount that is required to be paid by Franchisee hereunder may be increased annually by 10% of the current amount of the fee or other amount. SVNIPBC will not increase any such fee or other amount more than one-time in a calendar year. SVNIPBC will provide 30 days' written notice before increasing any fee or other amount. Adjustments will be compounded annually and cumulatively including increases in any given calendar year of greater than 10% to adjust for prior years when no increase, or an increase of less than the permitted

percentage increase, was implemented. The limitations on the increase of a fee or other amount set forth in this Section shall not apply to any fee or other amount that is not a “required fee”, meaning that it is charged by Franchisor or an affiliate for a service or product that Franchisee is not required to purchase or use. For example, optional assistance or training fees.

4.8 Time and Manner of Payments

4.8.1 EFT and Production Royalty Payments. Franchisee shall pay SVNIPBC the Production Royalties and any ancillary services payments, as applicable, by Electronic Payment, or as otherwise determined by SVNIPBC. Production Royalties shall be due and payable on Gross Receipts from Transaction Closings —on the 10th calendar day following each Transaction Closing (excluding rental and lease transactions), or if there are no Transaction Closings (including rental and lease transactions) by the 10th day of the following month on Gross Receipts of the Franchise in the prior month—. If requested by Franchisor, Franchisee agrees to submit a true and correct copy of any closing statement or Royalty Statement, at the time of payment of its Royalties, together with such related information as may be required under the Manuals.

4.8.2 Property Management Royalty Payments. Franchisee shall pay SVNIPBC the Property Management Royalty on all Property Management Revenues and the applicable Royalty on all Gross Receipts not involving a Transaction Closing (but including rental and lease transactions) by Electronic Payment, or as otherwise determined by SVNIPBC, on or before the tenth (10th) calendar day of the month following the calendar month in which such Property Management Revenues and such Gross Receipts were received or receivable. SVNIPBC reserves the right to designate the manner of payment, whether by Electronic Payment or other method, for all fees and other amounts owed to it under this Agreement or any other agreement, including Royalties, Product Council Marketing Fees, and Platform Fees, and Franchisee shall comply with all applicable requirements.

4.8.3 Platform Fee. Franchisee shall pay SVNIPBC the then-current Platform Fee on or before the tenth (10th) calendar day of each calendar month during the Term. Franchisee shall pay all Platform Fees by Electronic Payment, or as otherwise determined by SVNIPBC.

4.8.4 Late Charges and Interest. Franchisee agrees to pay to SVNIPBC the entire amount of any and all sums owed to SVNIPBC by Franchisee promptly when due. If Franchisee fails to pay any amount owed to SVNIPBC when due (including, but not limited to, Royalties, Platform Fees, the Minimum Annual Royalty and the Initial Franchise Fee), has insufficient funds for an electronic funds transfer, or terminates our right to perform the transfer, Franchisee shall pay to SVNIPBC, in addition to all other amounts which are due but unpaid and in addition to any other remedies SVNIPBC may have, (i) interest on the unpaid amounts from the due date thereof at a rate of 10% per annum, or the highest rate allowable under Applicable Law, whichever is less, and (ii) any and all other related charges and expenses incurred by SVNIPBC, including, but not limited to, reasonable attorney’s fees, and bank charges and fees (and interest on such fees and charges). Additionally, any and all Royalties not filed or paid within ten (10) days when due will incur a late fee of 10% on the total amount of the Royalties overdue. As provided in Section 4.2.4, transactions in which Royalties are not paid when due do not count towards awards and rankings. If SVNIPBC is ever deemed to have contracted for, charged or received late fees or late payment charges on any overdue sums in an amount that exceeds the amount permitted under applicable law, then such excess amount shall be deemed intended for, and will be applied as, payment of outstanding fees or other amounts due under this Agreement and, if no such amounts remain outstanding, such excess shall be returned to Franchisee.

4.8.5 EFT Agreement. At the request of Franchisor, Franchisee agrees to complete and execute an "Electronic Funds Transfer Agreement" (attached as Schedule FE to this Agreement) and any other form necessary to authorize and direct Franchisee's bank or financial institution to transfer electronically, on a monthly basis, directly to SVNIPBC's account and to charge to Franchisee's account all amounts due to SVNIPBC. Franchisee agrees to maintain a balance in its account sufficient to allow SVNIPBC to collect the amounts owed when due. Franchisee is responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

4.9 Intranet Services Agreements

4.9.1 Intranet Use Agreement. Franchisee agrees to sign SVNIPBC's current form of "Franchisee Intranet Services Agreement," attached hereto as Schedule GF, and pay the applicable "SVN User Account Fee" for each active "svn.com" email account, as specified in the Franchisee Intranet Services Agreement, in exchange for the right to use the Intranet Services provided by SVNIPBC and to receive a personal "svn.com" email address and account. Franchisee must use its unique "svn.com" email address and account for any and all communications related to its SVN Franchise and Franchisee may not use any other personal email accounts in connection with the operation of its SVN Franchise. Franchisee additionally agrees to ensure that all of its employees, independent contractors and representatives, who will have access to SVNIPBC's Intranet Services and/or an SVNIPBC email account, execute SVNIPBC's current form of "Authorized User Intranet Services Agreement," which includes non-disclosure and non-competition provisions for Authorized Users who are not Franchisees; such form of agreement will be provided to Franchisee by SVNIPBC.

4.9.2 Content. SVNIPBC is not responsible for any information, software, photographs, audio and video clips, graphics and other material (collectively, "Content") posted on any message board, list serve, blog or otherwise distributed through the Intranet Services by Franchisee or Franchisee's employees, independent contractors and representatives. Franchisee agrees to indemnify, defend and hold SVNIPBC and its Related Parties, and all of their respective officers, directors, members, employees, owners, agents, information providers, affiliates, licensors and approved suppliers (collectively, the "SVNIPBC Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees, and interest on such fees, costs and expenses) arising out of any use of the password and/or the Intranet Services by Franchisee, and Franchisee's employee, independent contractor or representative if Franchisee, including but not limited to any violation of this Agreement or placement on or over, or retrieval from or through, the Intranet Services of any software, file, information, communication or other content. In the event of a dispute between you and your employee, an independent contractor, or representative, or another individual or entity, SVNIPBC will only produce related emails, attachments to emails and/or email history in response to a legal request in writing, signed by an authorized official of the requesting agency and issued under an appropriate law (e.g., a subpoena, court order, warrant, etc.) If we believe a request is overly broad, we will seek to narrow it. We will attempt to notify you via email before any information is disclosed. SVNIPBC reserves the right to voluntarily produce (e.g., without a subpoena, court order, etc.) any and all documents, including, but not limited to, yours, your employees, independent contractors and representatives' emails and any attachments thereto, in order to defend SVNIPBC and its Related Parties.

4.10 Taxes or Other Assessments

4.10.1 Gross-up Rights. Notwithstanding any other term of this Agreement, if any amount or fee of any kind to be paid by Franchisee to SVNIPBC under this Agreement is subject to any gross receipts taxes, value added taxes, sales taxes, use taxes, personal property taxes or similar taxes imposed on or

required to be collected or paid by SVNIPBC, then SVNIPBC reserves the right to require Franchisee to pay SVNIPBC an additional amount so that the amount of Franchisee's payment actually received by SVNIPBC after such deduction, payment or withholding is equal to the full amount due from Franchisee under this Agreement. If Franchisee is legally required to withhold tax on any payments that Franchisee must make to SVNIPBC, then Franchisee must timely remit to the appropriate authorities all withholding and/or other such amounts due. Franchisee will deliver to SVNIPBC proof of payment within ten (10) calendar days of the date made. Franchisee also will take such other steps as may be reasonably required to enable SVNIPBC to obtain any available tax credit.

4.10.2 Credit Card Fee. If Franchisee uses a credit card to pay obligations under this Agreement, SVNIPBC may collect a credit card fee ("Credit Card Fee") equal to 3.9% of the total amount charged to such credit card. The Credit Card Fee will be used to cover processing fees charged by SVNIPBC's credit card processing vendor and related administrative costs. This service is offered solely for Franchisee's convenience.

4.11 Right to Waive

Notwithstanding any other term of this Agreement, including the fee structures or payment requirements outlined above in this Article 4, SVNIPBC reserves the right to waive, reduce, change or offer any and all such fee structures or payment requirements, based on circumstance and such criteria as it deems appropriate and as permitted by law.

ARTICLE 5 OBLIGATIONS OF SVNIPBC

5.1 Training and Guidance

5.1.1 Additional Programs. SVNIPBC can elect to develop any training and other instructional programs as it considers appropriate, which programs can be optional or mandatory. SVNIPBC reserves the right upon not less than sixty (60) calendar days advance written notice to Franchisee to require Franchisee (and/or Brokers in Charge, Authorized Salespersons, agents and/or staff) to participate in any training program designated by SVNIPBC as mandatory at Franchisee's expense, including any training fees, travel, lodging and incidental expenses of attendance.

5.1.2 Fees. SVNIPBC reserves the right to charge a reasonable fee for Franchisee's participation in any or all training programs, meetings, conferences or other similar activities. Any such fees will be published in the Manuals or other written communication from SVNIPBC. Franchisee is responsible for any such fees, as well as travel, lodging, and incidental expenses incurred by Franchisee (and/or Brokers in Charge, Authorized Salespersons, agents and/or staff) in connection with attendance/participation.

5.1.3 SVN Managing Director (MDX) Accelerator 2.0. Franchisee, or at least one Owner, each of your Managing Directors and your Broker In Charge if not a Managing Director, must attend and complete to SVNIPBC's satisfaction ~~its~~ Franchisor's "SVN Managing Director MDX Accelerator 2.0" program (the "Initial Training Program") within nine (9) months of the Effective Date. Any new or replacement Managing Director or Broker In Charge must complete ~~SVN Managing Director MDX Accelerator 2.0~~ within the Initial Training Program within one hundred twenty (120) days of becoming a Managing Director or Broker In Charge. Franchisee agrees to pay SVNIPBC the then-current fee for ~~this training ("SVN Managing Director MDX Accelerator 2.0~~ the Initial Training Program (the "Training Fee"). SVNIPBC reserves the right to increase or decrease the ~~SVN Managing Director MDX Accelerator 2.0 Training~~ Fee, at its sole discretion. If

you are a new franchisee in the System SVNIPBC will waive ~~this~~the Training Fee but the attendees required above must attend and complete this program. Franchisee is responsible for any incidental expenses incurred by Franchisee or its Managing Directors during training. If any required attendee does not attend and satisfactory complete ~~SVN Managing Director MDX Accelerator 2.0 training~~the Initial Training Program within nine (9) months of executing this Agreement, SVNIPBC may, at its sole discretion, grant Franchisee additional time to ~~satisfactory~~satisfactorily complete ~~SVN Managing Director MDX Accelerator 2.0~~the Initial Training Program or terminate this Agreement. If SVNIPBC elects to terminate this Agreement, Franchisee will not receive a refund, in whole or in part, of the Initial Franchise Fee paid to SVNIPBC. ~~SVNIPBC will waive the SVN Managing Director MDX Accelerator 2.0 Fee if you are new to our System.~~

5.1.4 SVN Annual Conference. Franchisee or at least one of its Owners, ~~or~~and each of its Managing Director, ~~along with at least one-half of the Authorized Salespersons of the Franchise Business plus the Broker-In-Charge (if different from the Managing Director)~~Directors (collectively, the "Required Attendees") must attend the SVN Annual Conference, or any successor to this Conference, each year. Franchisee must pay Franchisor a fee for each of the Required Attendees to attend this Conference, which fee will vary depending upon the selected location. Franchisee is responsible for any travel, lodging and incidental expenses incurred by its attendees at the Conference. If any Required Attendee fails to attend the Conference, Franchisor may charge Franchisee the Conference fee for each Required Attendee that failed to attend the Conference and Franchisee shall pay such amount upon demand. If Franchisee or its Managing Director cannot attend the annual Conference, Franchisee may apply for an exception or request a substitute representative from the Franchise Business to attend the Conference on behalf of Franchisee. Franchisor will evaluate each request on a case-by-case basis and decide at Franchisor's sole discretion whether to make an exception for Franchisee's particular situation.

5.1.5 SVN Advisor (ADX) Accelerator. ~~SVN ADX Accelerator is an optional training program for your Advisors. Franchisee agrees to pay SVNIPBC the then-current fee for this training ("SVN ADX Accelerator Fee"). SVNIPBC reserves the right to increase or decrease the SVN ADX Accelerator Fee, at its sole discretion. Franchisee is responsible for any incidental expenses incurred by its advisors during training. The training typically is approximately 10 weeks in duration and held virtually.~~ Optional Training Programs. From time-to-time we may provide optional training programs that you, your Owners or other members of your organization may attend. These programs may be in-person, remote, or via video conference. These programs will cover the topics that we may determine from time-to-time and may be attended by those individuals that we designate. We may charge the fees for these programs that we determine from time-to-time. Unless we waive the fee you and any of your attendees must pay the registration or other fee we charge as a condition to attendance. If the training program is in-person you will be responsible for the payment of all travel and living expenses for your attendees who attend the program.

5.1.6 OperationsX Training. ~~OperationsX Training is an optional training program that you or your Owners may attend. This training program covers a variety of topics including pipeline management, marketing resources, deal entry and payment systems, social media management and recruiting post oversight. There is no cost to attend this training program. The length of this program is approximately 8 hours and held virtually.~~

5.1.7 Optional Online Training Program. ~~We currently provide an optional remote, online training program via the Internet and/or telephonic conference call to all SVN franchisees, consisting of a variety of topics including, commercial real estate elements. There is currently no separate training charge for this program.~~

5.1.6 ~~5.1.8~~ Cancellation. If warranted by government regulations, emergency guidelines, enforced quarantines, travel restrictions, a natural disaster, force majeure or other event outside of Franchisor's control, Franchisor reserves the right to conduct any and all training, classes, courses, meetings, and conferences, online, telephonically, or otherwise, or to cancel or delay any and all such training, classes, courses, meetings, and conferences.

5.2 Pre-Opening Services

5.2.1 Manuals. SVNIPBC will make available to Franchisee a copy of the Manuals and will provide updates, supplements and revisions as may be implemented from time to time.

5.2.2 Artwork. SVNIPBC will provide, at no additional charge, exemplar artwork for Franchisee to personalize and use to purchase, at Franchisee's cost, stationery, advertising, property signs, and other marketing materials.

5.2.3 Notice of Completion of Pre-Opening Obligations. After Franchisor has completed its pre-opening obligations to Franchisee under this Agreement, Franchisor may require Franchisee to sign and deliver to Franchisor confirmation that Franchisor has performed its pre-opening obligations in a form Franchisor reasonably requests ("Notice of Completion"). If Franchisor asks Franchisee to provide Franchisor with such Notice of Completion, Franchisee must sign and deliver it to Franchisor within five (5) days after Franchisor's request. The term "pre-opening obligations" means the obligations Franchisor has provided to Franchisee under this Agreement that must be performed before the date that the Franchise Business starts its operations. If Franchisee reasonably believes that Franchisor has not completed its pre-opening obligations to Franchisee, Franchisee must provide Franchisor with a notice in writing, withing that same five (5) day period, specifying those pre-opening obligations that have not been performed (the "Remaining Obligations"). Within five (5) days following our completion of the Remaining Obligations, Franchisee must execute and deliver to Franchisor the Notice of Completion notwithstanding that Franchisor's performance of such obligations was concluded after the time of performance required by this Agreement. In the event Franchisee fails to timely sign and deliver to Franchisor a Notice of Completion (or notice of Remaining Obligations), Franchisee will be deemed to have confirmed that all of Franchisor's pre-opening obligations have been met.

5.3 Continuing Services

5.3.1 Technology. SVNIPBC will, at no additional charge, provide through online technology selected by SVNIPBC, proposal templates and brochure templates for Franchisee's use in creating its own customized packages. Franchisee is required to use the "svn.com" website template in the operation of the Franchise. SVNIPBC will make available to Franchisee at no additional charge electronic versions (if available), of various sales aids and marketing materials for use in connection with the Franchisee's Commercial Real Estate Services, developed at the times and in the amount that SVNIPBC elects. SVNIPBC may at its option make other versions of such materials, such as non-electronic versions, available at the then-current charge.

5.3.2 Collaboration. As a Franchisee, you will be provided access to other SVN franchisees through such means and methods as SVNIPBC selects from time to time, which can, but are not required to, include the Internet, Intranet/SVN Dashboard or Extranet, virtual meetings, e-mail, conference calls and company meetings. SVNIPBC reserves the right to impose reasonable fees for such access, services and meetings. Franchisee shall bear its own costs of attendance/participation, including travel, lodging and meal expenses.

5.3.3 Dashboard. Pursuant to Section 6.7, SVNIPBC may provide various assistance and/or tools to assist Franchisee in the operation of its Franchise via the SVN Dashboard and Internet website to the extent and in the manner SVNIPBC chooses.

5.3.4 Discounts. SVNIPBC may (but is not required) to negotiate discounts with national vendors that may include advertising, real estate research and/or statistics.

5.3.5 Sales Contests. Franchisee will be granted the opportunity to participate in sales contests and qualify for annual awards in accordance with SVNIPBC's Policies. Additionally, SVNIPBC may offer SVN Franchisees the option to participate in extracurricular company programs for a reasonable fee. Participation by Franchisee in any such extra-curricular company program will be optional.

5.3.6 Telephone Assistance. SVNIPBC's staff or other designees, including, but not limited to, approved suppliers of support services, will be available to you to the extent SVNIPBC considers necessary or appropriate during the Term in person, by telephone and/or online interactive sessions, or other methods selected by SVNIPBC to provide support services and/or information to you.

5.3.7 Consultation. SVNIPBC may provide regular consultation and advice to Franchisee in response to inquiries from Franchisee regarding administrative and operating issues that Franchisee brings to Franchisor's attention. SVNIPBC may make recommendations that it deems appropriate to assist Franchisee's efforts. The rendering of any consultation, advice, assistance, consent, approval or services by SVNIPBC, as set forth in this Agreement, does not constitute any assurance or guaranty that such consultation, advice, assistance, consent, approval or services will result in any level of success of your SVN Franchise. Any Franchisor services set forth in this Agreement may be provided by SVNIPBC and/or representative(s) or designee(s) of SVNIPBC.

5.3.8 Additional Services. At Franchisee's request, SVNIPBC may provide administrative, executive, accounting or marketing support to Franchisee. If SVNIPBC agrees to provide any such services Franchisee shall pay SVNIPBC's then-current charges for any such services.

ARTICLE 6

COMMERCIAL REAL ESTATE SERVICES AND OPERATING THE FRANCHISE

6.1 Franchisee Business Address

The Franchise shall be located at the Franchisee Business Address set forth in Section 1.1. If Franchisee is establishing a new business and has not determined the address on the Effective Date, Franchisee shall notify SVNIPBC of said address as soon as the office location is determined by Franchisee, subject to acceptance by SVNIPBC. Franchisee shall open the Franchise Business within one hundred twenty (120) days of the Effective Date. If Franchisee fails to open the Franchise Business to the general public within this time Franchise may terminate this Agreement and retain all amounts paid to it. Franchisee's office location must comply with any and all applicable laws, including, but not limited to, any state and local regulations and licensing requirements. SVNIPBC, at its sole discretion, may waive the requirement that Franchisee have a physical business office location from which to operate the Franchise Business and instead allow Franchisee to operate from home or a virtual office. If Franchisee desires to relocate the Franchise or to establish and operate the Franchise at an additional location, Franchisee must first apply for and receive prior written consent from SVNIPBC to relocate at a new Franchisee Business Address and sign any related amendments or addenda. Additionally, Franchisee must execute a General Release and submit any other information and documentation as is then customarily required by SVNIPBC at the time the request is made.

Any new Franchisee Business Address must be located in Franchisee's Primary Market Area and must meet the standards and requirements as set forth in the Manuals. SVNIPBC has an unrestricted right to grant, condition, or deny any relocation. If Franchisee wishes to open an office at a location outside its Primary Market Area, Franchisee must apply for a separate SVN Franchise and execute a separate Franchise Agreement for the new location. Any relocation of the Franchise or the opening of any additional offices related to the Franchise, whether inside Franchisee's Primary Market Area or outside its Primary Market Area, without Franchisor's prior written approval shall be a breach of this Agreement and Franchisor, at its sole discretion, may (i) refuse to recognize the new office or location and prohibit any listings from the new office or location; (ii) charge Franchisee a royalty fee equal to 25% of the Gross Receipts earned at such location; and/or (iii) terminate this Agreement.

6.2 Maintenance of the Franchise, Computer System, and Telephone Number

6.2.1 Equipment. Unless already owned, Franchisee shall purchase the office equipment specified in the Manuals, including a computer system and printer, and establish at least one telephone line, one broadband data connection for Internet/computer communications, in accordance with SVNIPBC's Policies, all of which shall be used exclusively to operate the Franchise pursuant to this Agreement. Franchisee shall complete the transition to the SVN Marks and System within ninety (90) calendar days following the Effective Date in accordance with SVNIPBC's Policies, including changing Franchisee's fictitious business name (d/b/a) filings, state and local business and real estate licenses, business cards, stationery, telephone and voicemail, office signs and property signs.

6.2.2 System Changes. Franchisee and SVNIPBC acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that SVNIPBC shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it shall abide by those reasonable new standards established by SVNIPBC as if this Section 6.2 was periodically revised by SVNIPBC for that purpose.

6.2.3 Security. Franchisee is solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and cyber-attacks by hackers and other unauthorized intruders, and Franchisee waives any and all claims Franchisee may have against SVNIPBC as the direct or indirect result of such disruptions, failures, or attacks.

6.2.4 Customer Data. Franchisee agrees to take all reasonable and prudent steps necessary to ensure that its and its customers' data is protected at all times from unauthorized access or use by a third party or misuse, damage or destruction by any person.

6.2.5 Compliance with Laws. Franchisee must comply with all laws and regulations relating to privacy and data protection, and must comply with any privacy policies or data protection and breach response policies SVNIPBC periodically may establish. Franchisee must notify SVNIPBC immediately of any suspected data breach at or in connection with the SVN Franchise.

6.2.6 Independent Access. Franchisor will have independent access to information Franchisee generates and stores in the Computer System, including full and unrestricted administrative access to the business, tax, and accounting information.

6.3 Approved Services and Listings

6.3.1 Full Time. Except as SVNIPBC may otherwise expressly agree in writing, Franchisee and each of its Broker in Charge and Authorized Salespersons shall (a) devote its full time and best efforts exclusively to the Franchise, (b) offer, sell, solicit and provide only Approved Services from or through the Franchise, (c) not conduct any other business, unless such other business is authorized by SVNIPBC as a "Permitted Outside Service," pursuant to Section 6.3.6 and set forth in Schedule D attached hereto, and (d) not use the Marks or System in connection with any other goods, services, or business or in connection with any non-exclusive listings of your SVN Franchise.

6.3.2 Differentiation. Franchisee acknowledges that (a) Commercial Real Estate Services and Approved Services may differ among SVN franchises and may vary depending on the geographic location of the Franchise and the qualifications of the Licensed Persons associated with the Franchise, and (b) SVNIPBC can condition Franchisee's offer or sale of specific Approved Services on Franchisee's compliance with then-current Policies. All Policies are subject to change or elimination by SVNIPBC.

6.3.3 Prohibition. Franchisee shall not offer, sell, solicit or provide any Residential Real Estate Brokerage Services under the SVN Marks, except Approved Residential Portfolio Sales.

6.3.4 Ancillary Services. Ancillary Services may only be offered and provided by Franchisee under the Marks and through the Franchise and only to the extent that such services are identified on the attached Schedule C, as it may be amended by the parties in writing from time to time. If Franchisee desires to offer any Ancillary Service under the Marks and pursuant to this Agreement that is not already identified on Schedule C, then Franchisee shall deliver written notice to SVNIPBC of its desire to offer an Ancillary Service, which notice shall: (i) identify the proposed type(s) of Ancillary Service(s); (ii) specify the licenses required by Applicable Law and the license or registration numbers held by Franchisee or its Licensed Person permitting Franchisee to perform such Ancillary Service(s); and (iii) provide such other information as may be required by SVNIPBC. If SVNIPBC does not approve Franchisee's request within forty-five (45) calendar days after SVNIPBC's receipt of Franchisee's request for approval, then the request shall be deemed denied. Nothing in this Section 6.3.4 shall require SVNIPBC to authorize Franchisee to provide or sell any Ancillary Service. If SVNIPBC shall authorize Franchisee to provide or sell any Ancillary Service, then Franchisee shall do so in accordance with any authorization provided by SVNIPBC and in accordance with all SVNIPBC's Policies.

6.3.5 Customer Solicitation. Without limiting the generality of Section 2.3, Franchisee acknowledges that to competitively attract and effectively service potential or existing clients that own, manage or control multiple commercial real properties located within and outside of the Primary Marketing Area, SVNIPBC may need to establish Policies governing the manner in which such clients shall be solicited and serviced, and Franchisee agrees to follow any such Policies. Franchisee acknowledges that SVNIPBC makes no representation or warranty that any such clients will be provided within the Primary Marketing Area.

6.3.6 Prohibition on Services. Franchisee is prohibited from offering or selling any goods or services other than Approved Services. If Franchisee wishes to offer any services other than the Approved Services, Franchisee must obtain prior written approval from SVNIPBC before offering any such service. SVNIPBC may in its sole discretion permit Franchisee to offer certain goods or services independently of the Franchise ("Permitted Outside Services"), subject to Franchisee's compliance with various conditions, which include requirements that Franchisee use separate telephone number(s), business cards and letterhead for

Permitted Outside Services, omitting the Marks and otherwise avoiding any perception that the Permitted Outside Services are provided by, through or in connection with the SVN Franchise. Permitted Outside Services may only be offered and provided by Franchisee to the extent that such services are identified on the attached Schedule D, as it may be amended by the parties in writing from time to time. SVNIPBC reserves the right, at any time, without prior notice to Franchisee, to inspect, copy and audit all books and records relating to any Permitted Outside Service so as to ensure that there is no diversion of Royalties or other fees owing to SVNIPBC.

6.4 Approved Suppliers; Business Cards, Stationery and Business Signs

6.4.1 Supplies; Suppliers. You agree to purchase any required services or products, as we may designate in the Manuals or through other written instruction. You must purchase products and services for your Franchise from our approved suppliers to the extent we require you to do so. We can approve a single distributor or other supplier (collectively, “supplier”) for any product or service and may approve a supplier only as to certain products or services. We or our affiliates may be the sole supplier of various products or services that you must or may use or sell in the Franchise Business. We intend to make a profit on any products or services we sell to you. Approval of a supplier can be conditioned on requirements relating to the concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier from time to time.

6.4.2 Supplier Support. We may designate a supplier to provide support services to you. Such support services may include, but are not limited to, public relations and marketing support; access to advertising campaign materials, templates for proposals and brochures; training; accounting, administrative and financial; and any other support required to promote and expand the Franchise.

6.4.3 Supplier Approval. You can request the approval of an unapproved supplier, a product or service by notifying us in writing and submitting such information and/or materials as we request. We charge \$300 per hour to perform this evaluation. You must pay this amount upon receipt of an invoice. You will be notified within a reasonable time of the decision.

6.4.4 Sole Suppliers. We and/or our Related Parties may be an approved or exclusive supplier of certain products/services to be purchased by you and/or other SVN franchisees. Franchisee acknowledges and agrees that (a) SVNIPBC may receive marketing, administrative and other payments and allowances from third party suppliers on account of purchases made by SVNIPBC and its Related Parties, Franchisee and other SVN franchisees and their respective clients; and (b) that SVNIPBC and its Related Parties may charge a mark-up in connection with goods and services supplied to Franchisee or Franchisees’ clients by SVNIPBC or its Related Parties. SVNIPBC shall have no liability, duty or obligation to Franchisee on account thereof, including any obligation to remit any portion of any such amounts to Franchisee, unless you and we otherwise mutually agree in writing.

6.4.5 Tracking System. Franchisee must use our customized, third-party online tracking and marketing system that will take information you provide and allow you to generate custom brochures and proposals. Franchisor is the sole supplier of this online tracking and marketing system. You must also use our “svn.com” email accounts as outlined in Section 4.9.

6.4.6 Supplies. Franchisee shall purchase (at the prices set forth from time to time in the Manuals) its business cards, graphics, stationery and postcards solely through a supplier designated by SVNIPBC, unless otherwise expressly permitted by SVNIPBC in writing. Franchisee may purchase signs and other advertising materials from any vendor so long as such signs and other materials conform in all respect

to SVNIPBC's branding Policies. Franchisee shall display suitable signs at the Franchise Address, at listed properties, and at all properties for which Franchisee is providing Property Management Services, which shall conform in all respects to SVNIPBC's signage Policies and restrictions imposed by Applicable Law; provided, however, that SVNIPBC shall waive this requirement for any property for which Franchisee is providing Property Management Services if SVNIPBC receives written notice from the owner of such property refusing to allow the placement of a sign.

6.4.7 Website. Franchisee must obtain prior approval from SVNIPBC of any vendor Franchisee proposes to use to ~~setup~~set up and maintain any website or websites on the Internet to advertise and promote the SVN Office. SVNIPBC must review and approval any such website prior to Franchisee launching the website online.

6.5 Manuals and Policies

Franchisee shall operate the Franchise in compliance with SVNIPBC's Policies and the Manuals, as they may be amended from time to time by SVNIPBC. The Manuals will contain mandatory and suggested specifications, standards and operating procedures developed by SVNIPBC. All mandatory obligations of Franchisee as contained in the Policies and Manuals are incorporated herein by reference. Any required specifications, standards, and/or operating procedures exist to protect SVNIPBC's interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to Franchisee. Franchisee shall not make, or allow to be made, any copies of the Manuals in whole or part. Unless Franchisee is already a party to another SVN franchise agreement, SVNIPBC shall loan Franchisee (or allow Franchisee electronic or other access to) one copy of the Manuals for use by Franchisee during the Term. All or part of the Manuals and/or other specifications, standards or operating procedures may be posted on the Intranet or other website, and you agree that it is your responsibility to monitor the applicable Intranet or other site for any changes, additions or deletions in the information provided. The Manuals and any updates thereto may be distributed or provided to Franchisee by hard copy or by electronic means in electronic form. In the event of any dispute regarding the Manuals content, the master version maintained by SVNIPBC shall control. Following the expiration or termination of this Agreement, Franchisee shall return the Manuals to SVNIPBC and, if the Manuals, or any parts thereof, are in electronic form, permanently delete the same. Should an ambiguity or conflict exist with respect to this Agreement and the Manuals and/or Policies, the terms of this Agreement shall control and prevail.

6.6 Compliance with Applicable Law

Franchisee and its Broker in Charge and Authorized Salespersons shall comply with all Applicable Laws ~~and conform to the SVN Core Covenants. Additionally, Franchisees must sign the SVN Core Covenants annexed as Schedule E to this Agreement.~~ Franchisee is solely responsible for ensuring that all licensing and other legal requirements applicable to Franchisee's SVN Franchise and to Franchisee's agents and representatives are met. Franchisee shall in all dealings with its clients, suppliers, and public officials adhere to highest standards of quality, honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action that will cause Franchisee or SVNIPBC to be in violation of any Applicable Law. Franchisee shall promptly send SVNIPBC a copy of any notice, report, fine, or the like which Franchisee may receive from any Governmental Authority.

6.7 Intranet

SVNIPBC has established an Intranet (or Extranet), sometimes referred to as our resource portal, through which SVNIPBC and SVN franchisees may communicate with each other, and through which SVNIPBC may disseminate the Manuals, updates thereto and other Confidential Materials and Practices. SVNIPBC shall have sole discretion and control over all aspects of the Intranet, including the content and functionality thereof. Franchisee shall acquire, maintain and update as reasonably necessary a computer and Internet browser to enable Franchisee to participate on SVNIPBC's Intranet. Franchisee shall have the mere privilege, and not the right, to use the Intranet, subject to Franchisee's compliance with SVNIPBC's Policies.

6.8 Titles

Franchisee shall not use any title or name to identify Franchisee's Senior Advisors, Advisors or Associate Advisors, Authorized Salespersons, Approved Brokers or Property Managers other than such titles as are provided in the Manuals, required by Applicable Law or otherwise approved in writing by SVNIPBC in advance.

6.9 Operating Expenses

Franchisee shall be responsible for maintaining its own Franchise and staff and shall bear its own expenses incurred in connection with the performance of its obligations under this Agreement and in connection with all transactions subject hereto. Franchisee and each of its Brokers in Charge and Authorized Salespersons shall continuously remain throughout the Term a Licensed Person under Applicable Laws of the state in which the Franchise Business is conducted, at Franchisee's sole cost and expense, including all necessary professional and business license fees and dues. SVNIPBC shall not be liable to Franchisee for any expenses incurred by Franchisee or for any of Franchisee's act or the acts of Franchisee's agents and representatives.

6.10 Franchisee Acting as Principal

Franchisee may participate in a real estate syndication as a principal provided that Franchisee complies with all Applicable Laws and SVNIPBC's Policies, which include requirements that Franchisee distribute to all potential investors a written offering statement containing prescribed disclosures and indemnify and hold SVNIPBC harmless from all claims, loss or damage (including reasonable costs and attorney's fees), which SVNIPBC may incur by reason of Franchisee's acts or omissions in connection with any syndication in which Franchisee participates as a principal. Franchisee shall not use the Marks in connection with any such activities and shall not create any public perception that such syndication activities are provided by, through or in connection with the SVN Franchise.

6.11 Media Inquiries and Crisis Situations

Franchisee shall immediately notify Franchisor upon the occurrence of any situation that may have a material impact on Franchisee, Franchisor, the Franchise Business, or which could have a deleterious effect on the Brand, Marks, or System. Franchisee shall also notify Franchisor immediately when Franchisee receives any media inquiries concerning the Franchise Business or Location, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee and Franchisee shall direct all media inquiries to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium about the System, except as directed by Franchisor. Franchisee shall follow all of Franchisor's policies, procedures, and instructions in every such

situation, including, without limitation, managing public relations and communications, as directed by the Franchisor or as specified in the Manuals, whether or not Franchisee has retained outside counsel or a public relations firm to assist with such matters. Franchisor acknowledges that in certain cases Franchisee may be approached by media during, for example, an incident involving a fire or other disasters, and such impromptu comments are not intended to be prevented by this Section. Franchisee agrees that it will behave in a professional and courteous manner in any such impromptu interviews and will not discuss the System, but only the incident. Franchisee shall notify Franchisor at the first possible opportunity following the interview. Franchisee may not disseminate any press release unless it has been reviewed and approved in advance in writing by Franchisor.

6.12 No Disparagement

Franchisee agrees not to publicly disparage SVNIPBC, nor any affiliates, officers, directors, or employees of SVNIPBC, except that this requirement will not apply to any statements or information required to be disclosed pursuant to any law or order of any court or government authority. For purposes of this Section, “disparage” shall mean any negative statement, whether written or oral. SVNIPBC and Franchisee each agree and acknowledge that the reputation of SVNIPBC and the SVN System is of a unique character and value and that any disparaging remarks would cause reputational harm ~~that would be impossible, impractical or extremely difficult to measure; therefore, if Franchisee violates the provisions of this Section, Franchisee shall pay to SVNIPBC as liquidated damages, and not as a penalty, the sum of \$10,000 for each such violation, and attorneys’ fees and costs for any action taken by SVNIPBC to recover such damages~~ to SVN and the SVN System. SVNIPBC may choose to terminate this Agreement without notice, subject to applicable state law, for one or more violations of this provision by Franchisee.

ARTICLE 7 ADVERTISING

7.1 General Requirements

7.1.1 Advertising Standards. Franchisee shall conduct all advertising, marketing and promotion in accordance with the Policies set forth in the most current edition of SVNIPBC’s Branding Guide, including participation in any required marketing programs or sessions and compliance with SVNIPBC’s listings publication processes and procedures. Franchisee shall not use or publish any advertising material which does not conform to required Policies.

7.1.2 Violation of Advertising Standards. If Franchisee receives two (2) notices of violation from SVNIPBC within a 120-day period, without remedy, for violating any part of Section 7.1.1, above, Franchisee will receive a written notice of default from SVNIPBC and Franchisee must pay SVNIPBC a fine equal in amount to the monthly Platform Fee for a period of six (6) months. Such fine will be paid monthly, at the same time and in the same manner as the Platform Fee. Any and all fines collected by SVNIPBC will be contributed to a fund that benefits SVN Franchisees through marketing programs, conference registrations and other activities related to the SVN Franchise. SVNIPBC’s right to payment under this Section is in addition to any and all rights and remedies available to it under this Agreement, at law or in equity, as a result of Franchisee’s breach or otherwise.

7.2 System Brand Fund

7.2.1 Contributions. We may form ~~of a~~ a System Brand Fund. If we form a System Brand Fund, you must pay a monthly Brand Fund Contribution (the “Contribution”). We will provide you at least

thirty (30) days' notice of your obligation to begin making Contributions. Your monthly Contribution will not be more than 2% of your Gross Receipts, including Property Management Revenue. Your Contributions to this Fund will be due at the same time your Royalty Fees are due.

7.2.2 Use of Fund. We may use Contributions and other amounts in this Fund to develop programs that benefit the SVN brand and promote the Marks and the SVN brand, including the creation, production and placement of advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns and the cost to maintain and update our website, web pages, social media and social networking sites, profiles and accounts and for the costs of search engine optimization; in-house staff assistance to administer and maintain the Fund and to perform services for the Fund, including salaries and overhead of the individuals performing any of these services; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities; and the cost to produce marketing materials, including mailers, that our franchisees may use.

7.2.3 No Guaranty. We have full control and discretion over how Fund amounts are spent and in what ways and on what media, whether the media will be local, regional or national media, including print, direct mail, electronic and online advertising, radio or television. We do not guarantee that advertising expenditures from the Fund will benefit you or any other SVN Franchisee directly, on a pro rata basis, or at all. We are not required to use monies in this Fund to benefit any individual market. We will not spend any portion of these monies for advertising principally designed to solicit the sale of franchises, but we may use monies in the Fund to update and administer our or our affiliate's website, which may contain information on franchise opportunities.

7.2.4 Carryover. Any unused amounts in the Fund in any calendar year will be carried over to the following year. At your request, we will make available to you an annual accounting for the Fund that shows how the Fund proceeds were spent for the previous year, but these statements will not be audited and your request for this information for any particular calendar year must be made within thirty (30) days of the end of the end of such calendar year. We may, but have no obligation to, loan amounts to the Fund. If we do we can determine the repayment obligation of the Fund, including interest rate of the loan and repayment terms, as we see fit. Contributions to the Fund will not be held in trust and we will have no fiduciary obligations to you related to the Fund or otherwise.

7.3 Internet Usage

7.3.1 Internet Advertising. SVNIPBC may post Franchisee's exclusive property listings, and those of SVNIPBC, its Related Parties, and others, including other SVN franchisees, on one or more Internet or Intranet websites, in such manner and in accordance with such Policies as SVNIPBC may establish and revise from time to time. Without limiting the generality of the foregoing, SVNIPBC reserves the right not to list or otherwise market real property that fails to meet SVNIPBC's then current requirements. SVNIPBC may also establish, and Franchisee shall abide by, Policies under which Franchisee may post its property listings, and other information regarding the Franchise and Franchisee's Approved Services on internet websites not sponsored by or affiliated with the SVN System.

7.3.2 Svn.com. The domain name www.svn.com is SVNIPBC's sole property, and Franchisee shall not register or use any domain name or URL that contains, uses or displays the word or initials "SVN" or any Marks, or other words or symbols related or confusingly similar thereto, except as in

accordance with the Policies. Franchisee must seek the advance written approval of SVNIPBC when selecting and using a domain name(s) for the Franchise contemplated under this Agreement.

7.3.3 Internet Policies. Franchisee will comply with all Policies and requirements established by SVNIPBC regarding Internet key word purchases, social network pages, videos or any other publication on the Internet in which the Marks are used. Upon termination or expiration of this Agreement, Franchisee will cease all use of the System and all use of the Marks in all media, including, but not limited to, websites, webpages and social media. Franchisee will instruct in writing all online directories, search engines, and other advertising publishers as necessary to take down and remove any directory listings and advertisements for Franchisee containing the Marks and will not use or authorize the use of links or similar reference devices associated with any use of the Marks. Franchisee will deliver copies of such instructions to SVNIPBC within three (3) calendar days of the termination or expiration of this Agreement. Franchisee agrees that electronic commerce is a rapidly developing field and that SVNIPBC may impose conditions and requirements in addition to the provisions of this Section 7.3 and may establish and modify Policies concerning use of the Internet and Franchisee will comply with all such Policies.

7.3.4 Domain Name Transfer. On termination or expiration of this Agreement any previous consent or approval given by SVNIPBC to use a domain name and/or URL as provided under Section 7.3.2, if any, shall automatically terminate, and Franchisee shall take all actions that SVNIPBC requires to disassociate Franchisee from the website and the domain name, including transferring any such domain name and/or URL to SVNIPBC, or alternatively, canceling any such domain name and/or URL at SVNIPBC's request. Franchisee shall bear all costs associated with any such transfer or cancelation of any domain name and URL.

ARTICLE 8

REPORTS, BOOKS AND RECORDS, INSPECTIONS

8.1 General Reporting

8.1.1 Reporting and Information. Franchisee shall submit periodic reporting forms (at the times and on forms prescribed by SVNIPBC from time to time) and, without limiting the generality of the foregoing, such other financial, operational and statistical information, and supporting documentation, as SVNIPBC may require, including, but not limited to, settlement statements that itemize all charges imposed upon the borrowers and sellers at the Transaction Closings. Franchisee hereby authorizes SVNIPBC to use and disclose such information for general business purposes or as may be required by law. By the last day of each calendar month during the Term, Franchisee shall submit to SVNIPBC, electronically or in other form required by SVNIPBC, a report covering the preceding month, which shall include a list of all properties which have been listed with Franchisee, a list of all purchase contracts executed by Franchisee's clients, and all such related information as is reasonably required under the Manuals. At the same time as Franchisee is required to submit the foregoing information, Franchisee shall report information regarding Property Management Services rendered by Franchisee in such month in such form and with such content as SVNIPBC may require. Additionally, upon request by SVNIPBC, Franchisee agrees to submit any and all supporting documentation, including, but not limited to, information on transactions, such as the closing price, date, and commission amounts. Additionally, Franchisee shall submit annual business plans and budgets with quarterly updates in the manner prescribed by SVNIPBC.

8.1.2 Use of SVN Technology. If and to the extent SVNIPBC, at its option, offers an online listing, marketing and tracking system, and/or any other online commercial real estate listing tools, software

programs and databases, Franchisee shall implement and participate therein in accordance with SVNIPBC's Policies, including executing a software license agreement(s) on request and ensuring that all contractors and staff associated with the SVN Franchise comply with the terms of any license. SVNIPBC reserves the right to charge reasonable technology fees in connection with any online listing, marketing and tracking system, software programs, and access to applicable databases. You must pay our then-current fee for any fee we charge in connection with these systems or services. Such amounts shall be due and payable at the time we specify.

8.1.3 Disclosures. Franchisee hereby authorizes all escrow agents and other third parties charged with issuing commissions to the brokers in connection with Transaction Closings involving the Franchise or any of Franchisee's Broker in Charge or Authorized Salespersons to provide copies to SVNIPBC of all 1099 and other similar tax filings which confirm the amount of commissions paid to Franchisee, its Broker in Charge and Authorized Salespersons, and Franchisee shall cooperate with SVNIPBC to obtain said 1099 forms and tax filings upon request. Franchisee hereby authorizes suppliers to Franchisee's Franchise to release upon SVNIPBC's request such data and information as SVNIPBC shall require regarding Franchisee's operations and purchases/usage of such supplier's goods/services for the Franchise. Franchisee shall confirm such authorization in writing from time to time upon request by SVNIPBC and/or the applicable supplier.

8.1.4 Notification. Franchisee shall notify SVNIPBC in writing immediately, but not more than twenty-four (24) hours following any incident that may adversely affect the operation or financial condition of Franchisee's Franchise, SVNIPBC or its Related Parties, including any actual or threatened lawsuit or potential claim or demand, or other legal action, issuance of any writ, order, injunction, award, decree citation, or fine or penalty by any court, agency or Government Authority, and shall provide SVNIPBC with copies of all related correspondence and other communications and information relating thereto.

8.2 Under-Reporting

Franchisee shall maintain accurate and complete Financial Records. SVNIPBC shall have the right, during and after the Term, to audit and inspect such records with Franchisee's full cooperation, including permitting SVNIPBC and its representatives to copy and examine the records physically or by electronic or other methods, at any time, without prior notice to Franchisee. If any audit or other investigation reveals an under-reporting, under-recording, or underpayment error of ~~two percent (2%)~~ or more for any Transaction Closing or any relevant reporting period, then Franchisee shall reimburse SVNIPBC upon demand for its costs and expenses of the audit/inspection plus interest at the highest compound rate authorized by law until paid. If an audit/inspection shows an under-reporting, under-recording, or underpayment of 2% or more for any Transaction Closing or any relevant reporting period, SVNIPBC may terminate this Agreement immediately, subject to applicable state law. Financial Records, tax returns and other records relating to the operation of Franchisee's Franchise shall be maintained by Franchisee for such periods as may be prescribed in the Manuals or as provided under Applicable Law, whichever period is longer. Franchisor shall have the right to conduct an audit and/or review of all information pertaining to the Franchise at any time, without prior notice to Franchisee, during the Term and upon termination or expiration of this Agreement. Notwithstanding the foregoing, SVNIPBC reserves the right, without notice to Franchisee, to independently access the Franchise Business' accounting and financial systems and data or any accounting or financial systems used or required by SVNIPBC for the System to determine Royalties and or other fees or amounts due to SVNIPBC under this Agreement, and Franchisee shall grant SVNIPBC access to all such accounting and financial systems and data.

8.3 Employment Practices

8.3.1 Employment Practices. Franchisee acknowledges and agrees that it is solely responsible for the operation of the Franchise, including keeping of Franchisee's accounting system; for any and all labor relations, including wage and hour regulation compliance, hiring, firing, supervising and disciplining Franchisee's employees; for setting work schedules; for compensation of such employees and the correct processing thereof; and for obtaining all necessary business licenses and employment insurance, regardless of whether Franchisee has received advice from SVNIPBC on these subjects or not.

8.3.2 No Discrimination. Franchisee shall engage in no discriminatory employment practices and shall in every way comply with all applicable laws, rules and regulations of federal, state and local governmental agencies, including, without limitation, all wage-hour, civil rights, immigration, employee safety and related employment and payroll related laws.

8.3.3 Filings. Franchisee shall make all necessary filings with, and to pay all taxes and fees due to, the Internal Revenue Service and all other federal, state and local governmental agencies or entities to which filings and payments are required. Any guidance Franchisor may give Franchisee regarding employment policies should be considered merely examples. Franchisee will be responsible for establishing and implementing its own employment policies and should do so in consultation with local legal counsel experienced in employment law.

8.3.4 Quality Assurance. Franchisee further acknowledges and agrees that SVNIPBC can implement Policies from time to time to preserve quality assurance of services delivered under the Marks, or for other purposes deemed by SVNIPBC to be significant to the preservation or development of the System, and that such Policies can impact Franchisee's operating practices. Franchisee agrees to comply with all such Policies.

8.4 Personnel

All employees Franchisee hires or employs at the SVN Franchise will be Franchisee's employees and Franchisee's employees alone, and will not, for any purpose, be deemed to be Franchisor's employees or subject to Franchisor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, taxes or contributions, or requirements regarding withholdings, levied or fixed by any governmental authority. Franchisee will file its own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation insurance payments for its employees and operations.

ARTICLE 9 MARKS

9.1 Use of Marks

9.1.1 Mark Usage Standards. Subject to Section 9.3 and to any Applicable Law requiring Franchisee's Business Entity name to be included with the Marks, the Franchisee herein licensed is authorized to do Business only under the d/b/a identified in Section 1.1 of this Agreement and as provided in Section 9.6 of this Agreement. Franchisee shall use and display such of the SVN Marks and only such signs, advertising and slogans as SVNIPBC may from time to time prescribe or approve and in accordance with SVNIPBC's Policies. SVNIPBC will not approve any d/b/a which references a geographic name or area. If Applicable Law requires Franchisee to include the Marks in or with its Business Entity name, Franchisee must first change its Business Entity name to remove any such geographic name or area reference. Upon expiration or sooner

termination of this Agreement, SVNIPBC may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in SVNIPBC's judgment to end and cause the discontinuance of Franchisee's use of the Marks, and SVNIPBC is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact to do so. During the Term, Franchisee shall identify its business as an independently owned and operated Franchise of the SVN System, with the tagline, "All SVN Offices Independently Owned and Operated," clearly displayed on, but not limited to, all invoices, letterhead, order forms, receipts, checks, business cards, posted notices located on the premises of the Franchise and in other media and advertisements as SVNIPBC may direct from time to time. If Franchisee is a Business Entity, it shall not use SVN Marks, or SVNIPBC's trade name, or any words or symbols which are confusingly similar to the Marks, as all or part of Franchisee's separate Business Entity name. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Business Entity in connection with the operation of the Franchise without the express prior written consent of SVNIPBC. Nothing herein shall give Franchisee any right, title or interest in or to any of the Marks, except a mere privilege and license during the Term, to display and use the same according to the terms and conditions herein contained. All use of the Marks anywhere shall inure solely to the benefit of SVNIPBC. All goodwill accrued by, and due to, Franchisee's use of the Marks anywhere shall be the sole and exclusive property of SVNIPBC. Franchisee and its employees and agents will not engage in any acts or conduct that impair the goodwill associated with the Marks.

9.1.2 Services. Franchisee agrees that it will: (i) maintain the highest standard of quality in the provision, operation, promotion, marketing and advertising of any Approved Service provided in connection with the Marks; (ii) provide high quality services to the public similar, and at least equal to, the type, quality, and distinguishing characteristics of the services being offered by SVNIPBC and its Related Parties and franchisees; and (iii) display the Marks in accordance with all SVNIPBC's Policies.

9.1.3 Improvements. SVNIPBC may from time-to-time request from Franchisee (i) samples of any and all materials exhibiting, indicating or otherwise showing how the Marks are being used by Franchisee; and (ii) written reports describing in detail how the Marks are being used by Franchisee. Franchisee shall supply said samples and reports to SVNIPBC within fifteen (15) calendar days after Franchisee has received SVNIPBC's request. If you conceive or develop any improvements or additions to the System, new trade names, trade and service marks or other commercial symbols related to your Franchise Business, or any advertising and promotion ideas, or have any suggestions comments, or other feedback with respect to the System (collectively, "Improvements"), you will fully disclose the Improvements to us without disclosure of the Improvements to others, and you will obtain our written approval before using such Improvements. Any such Improvement that we approve may be used by us and all our other franchisees without any liability to you or obligation to pay you royalties or other compensation. You will assign all Improvements to us, and hereby do assign, without charge, any rights, together with the goodwill associated with the Improvements, including the right to grant sublicenses to any such Improvement. We, at our discretion, may make application for and own copyrights, trade names, trademarks and service marks relating to any such Improvement. We also may consider such Improvement authorized generally for use by our other franchisees.

9.2 Defense of Marks

If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Marks in accordance with the terms of this Agreement, Franchisee shall promptly notify SVNIPBC of any such claim, suit or demand. Thereupon, SVNIPBC shall take such action as it may deem necessary and appropriate to

protect and defend Franchisee against any such claim by any third party; SVNIPBC shall not be obligated to take any such action, however. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of SVNIPBC. SVNIPBC and its Related Parties have the sole right to defend, compromise or settle any such claim, in its discretion, and at their cost and expense, using attorneys of their own choosing, and Franchisee shall cooperate fully with SVNIPBC and its Related Parties in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but SVNIPBC's decisions with regard to defense and settlement shall be final.

9.3 Modification or Substitution of Marks

9.3.1 Modification of Marks. From time to time, in the Manuals or in directives or bulletins supplemental thereto, SVNIPBC may add to, delete, modify or substitute any or all of the Marks. Franchisee shall, within sixty (60) calendar days and at its cost and expense, use, or cease using, as may be applicable, the Marks, including but not limited to, any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with SVNIPBC's Policies, as though they were specifically set forth in this Agreement. Nothing in this Agreement limits the frequency or cost of future changes to the System that SVNIPBC may require. Franchisee understands and agrees that SVNIPBC has no ability to identify with specificity the nature of these future general improvements or their expected cost and accepts the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date and that cannot be fully amortized over the period of time then remaining in the Term. Acts in Derogation of the Marks

9.3.2 Ownership of Marks. Franchisee agrees that the Marks are the exclusive property of SVNIPBC and/or its Related Parties and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed use thereof, or otherwise. Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of SVNIPBC or its Related Parties in connection with the same, either during the Term of this Agreement or thereafter, and shall use the Marks only for the uses and in the manner licensed hereunder and as herein provided. Without limiting the foregoing, Franchisee shall not interfere in any manner with, or attempt to prohibit, the use of the Marks by any other franchisee or licensee of SVNIPBC. Franchisee shall not alter or change the Marks, unless such proposed change is first approved in writing by SVNIPBC.

9.4 Name Registration

Unless otherwise agreed in writing by SVNIPBC, Franchisee shall promptly following the Effective Date file with the applicable Governmental Authority a notice of its intent to conduct its Franchise under the Franchisee d/b/a specified in Section 1.1 (subject to Section 9.3). Franchisee shall not do business under any d/b/a name other than the Franchisee d/b/a/ specified in Section 1.1 without the prior written consent of SVNIPBC. Upon the expiration or termination of this Agreement for any reason, Franchisee shall promptly execute and file such documents as may be necessary to revoke or terminate such assumed name registration. If Franchisee shall fail promptly to do so, Franchisee hereby irrevocably appoints SVNIPBC as its attorney-in-fact to do so on Franchisee's behalf.

9.5 Other Business

The System and Marks may not be used or displayed in connection with any other business, or any goods or services that are not Approved Services. If Franchisor allows Franchisee to engage in any Permitted Outside Service, which would be identified on the attached Schedule D, Franchisee must use separate signs, business cards, voice, data and fax telephone numbers clearly indicating that such services are being offered

separately from and independently of Franchisee's Franchise business. The SVN Marks shall not be combined or displayed in any manner in combination with any other trademarks, service marks, logos or other commercial identifiers without SVNIPBC's express written consent, or unless required under Applicable Law.

9.6 Use of Franchisee d/b/a, SVN Logo Type, and Permitted URL

Franchisee agrees to comply with SVNIPBC's Policies on the use of the Franchisee d/b/a, which is specified in Section 1.1 (subject to Section 9.3), the SVN logo type, and Franchisee's permitted URL address authorized by SVNIPBC. Examples of a Franchisee d/b/a, the SVN logo and a permitted URL are all shown below:

SVN I Smith Group

~~www.svnsmithgroup.com~~ www.svnsmithgroup.com

At Franchisee's request, SVNIPBC may, at its sole discretion, authorize Franchisee to use the "SVN" Mark without the Franchisee d/b/a name; such that, Franchisee would operate the Franchise Business simply under the name "SVN". If SVNIPBC chooses to allow Franchisee to use the name "SVN" in place of the Franchisee d/b/a, specified in Section 1.1, herein, the following conditions apply: (i) SVNIPBC's consent must be in writing; (ii) Franchisee must sign SVNIPBC's then-current form of General Release; and (iii) Franchisee agrees to obtain such fictitious or assumed name registrations as may be required under applicable law. SVNIPBC may withdraw its consent for Franchisee to use the name "SVN" without the Franchisee d/b/a name if SVNIPBC determines, at its sole discretion, that Franchisee is not in compliance with any term, condition, and/or obligation under this Agreement.

9.7 Survival

The terms of this Article shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 10 NON-COMPETITION AND CONFIDENTIALITY COVENANTS

10.1 Non-Competition

During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more subsidiaries or affiliated Business Entities, engage in any Competitive Activities at any location, whether within or outside the Primary Market Area, unless Franchisee has obtained the prior written consent of SVNIPBC.

10.2 Confidential Materials and Practices

SVNIPBC may disclose to certain Restricted Persons through training programs, guidance and management assistance, or in the Manuals or other confidential communications, certain of SVNIPBC's proprietary and confidential information, which may include its Policies and the contents of the Manuals, marketing concepts, any SVNIPBC Technology System, financial results, sales and profit information, transactions data, Special Accounts information and relationships, and operating methods, technology platforms and techniques (the "Confidential Materials and Practices"). No Restricted Person shall acquire any interest in the Confidential Materials and Practices other than the right to use them to operate the Franchise pursuant to and in accordance with this Agreement, during the Term, and Franchisee shall take all reasonable steps to insure that each Restricted Person, Broker in Charge and Authorized Salesperson shall: (i) not use the Confidential Materials and Practices in any Franchise or other endeavor other than in connection with the

Franchisee; (ii) maintain absolute confidentiality of the Confidential Materials and Practices during and after the Term of this Agreement; and (iii) make no unauthorized copy of any portion of the Confidential Materials and Practices. Franchisee shall operate and implement all reasonable procedures prescribed from time to time by SVNIPBC to prevent unauthorized use and disclosure of the Confidential Materials and Practices, including without limitation, implementing restrictions and limitations as SVNIPBC may prescribe on disclosure to employees and independent contractors and use of non-disclosure and non-competition agreements with Franchisee's employees and independent contractors who may have access to the Confidential Materials and Practices, and delivering executed copies of such agreements to SVNIPBC. If any court of competent jurisdiction should deem the non-disclosure of Confidential Materials and Practices requirement of this Section to be overbroad, and reduces the scope herein, you agree to comply with the revised, reduced Section during and for a period of five (5) years (or less if reduced by a court ruling) following the expiration, termination or transfer of this Agreement. For the avoidance of doubt, Franchisee may not use Confidential Materials and Practices for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities without the express written consent of Franchisor. Such uses shall not be deemed related to the performance of this Agreement and are expressly prohibited. Franchisee shall not, without prior written consent by SVNIPBC, input any Confidential Materials and Practices into any generative AI platform, or disclose such information to any provider or source of generative AI services. Franchisee shall opt out of allowing any provider or source of generative AI to utilize Confidential Materials and Practices for training of any AI model or for other purposes.

ARTICLE 11 ASSIGNMENT

11.1 Assignment by SVNIPBC

This Agreement is fully transferable by SVNIPBC, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to SVNIPBC's interests herein; provided, however, that such transferee and successor shall expressly agree to assume SVNIPBC's obligations arising under this Agreement following such transfer or assignment. SVNIPBC shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment. Notwithstanding the foregoing, SVNIPBC may delegate and assign all or some of its obligations and rights under this Agreement to a regional representative or agent assigned by SVNIPBC to a geographic area that includes Franchisee's Primary Market Area.

11.2 Assignment by Franchisee

11.2.1 Approval Required by SVNIPBC. The rights and duties created by this Agreement are personal to Franchisee. Neither Franchisee nor any Owner may make any direct or indirect Assignment without SVNIPBC's prior written consent. If Franchisee is a corporation, limited liability company, partnership, or an individual or group of individuals, any Assignment (or new issuance), directly or indirectly, occurring as a result of a single transaction or a series of transactions that alters the percentage of ownership interest reflected in Schedule A to this Agreement must promptly be reported to SVNIPBC. SVNIPBC reserves the right to grant, condition or deny a request for consent, but shall not unreasonably withhold such consent. Any purported Assignment contrary to the provisions of this Agreement shall be void and of no force or effect.

11.2.2 Right of First Refusal. No Assignment by Franchisee shall be permitted nor be binding on SVNIPBC unless a written offer has first been made to SVNIPBC of the proposed Assignment. Franchisee shall provide SVNIPBC with the following: (i) a purchase agreement or letter of intent signed by the proposed assignee and by Franchisee specifying all the terms and conditions of the offer; (ii) the name, address and telephone number of the proposed assignee; (iii) a copy of the most recent income statement and the income statement for the SVN Franchise's last fiscal year end, (iv) financial statements of the proposed assignee; and (v) any other information or documents as may be reasonably be requested by SVNIPBC. SVNIPBC shall have thirty (30) days from receipt of all of the above information to accept the offer, by written notice to Franchisee, upon the same terms and conditions offered by the proposed assignee. In the event that SVNIPBC does not exercise its right of first refusal and the offer changes in any way, or another offer is made to Franchisee, this new offer must also be presented to SVNIPBC before Franchisee may consummate the new offer. SVNIPBC has thirty (30) days to accept the new offer, by written notice to Franchisee, upon the same terms and conditions offered by the proposed assignee. Any offer that SVNIPBC does not match must be transacted within ninety (90) days from the date that SVNIPBC informs Franchisee of its intent not to exercise its right of first refusal. If the transaction does not take place within ninety (90) days, SVNIPBC has the right to re-evaluate and match the offer if it elects to do so by notice to Franchisee.

11.2.3 Conditions for Approval. SVNIPBC shall not unreasonably withhold its approval of a proposed Assignment, provided that the following conditions are met: (i) Franchisee must be in full compliance with this Agreement; (ii) Franchisee must be current in all payments due to SVNIPBC; (iii) the assignee's total net worth must meet SVNIPBC's criteria for approval; (iv) the assignee must meet the then-current criteria for new franchisees, including, but not limited to, passing a background check; (v) the assignee must execute a new franchisee agreement in the then-current form generally being offered by SVNIPBC to new franchisees (which may contain terms substantially different from this Agreement), unless otherwise approved by SVNIPBC; (vi) the assignee must successfully complete any then-required training; (vii) the execution of a General Release by Franchisee; and (viii) Franchisee must pay SVNIPBC a "Transfer and Processing Fee" in the amount of \$25,000. The Transfer and Processing Fee, less any administrative costs incurred by Franchisor to review the proposed transfer and evaluate the prospective transferee, is refundable if the proposed transfer is not approved by Franchisor. If SVNIPBC shall not consent to such a written request within thirty (30) calendar days after its receipt of Franchisee's request, the proposed Assignment shall be deemed disapproved. Franchisee represents and warrants that the information set forth in Schedule A, hereto, is accurate and complete in all material respects and Franchisee shall notify SVNIPBC in writing within ten (10) calendar days of any change therein and provide such additional information as SVNIPBC may from time-to-time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

11.2.4 Assignment to a Corporation, LLC or Other Entity. If Franchisee is an individual or partnership, and desires to assign and transfer its rights, assets and obligations under this Agreement to a Business Entity that is wholly-owned by Franchisee and formed for the convenience of ownership, it may do so, subject to the prior written consent of SVNIPBC, and without payment of a transfer fee, so long as the terms and conditions of the this Agreement remain unchanged, and the Franchisee shall own and control all of the equity and voting power of all issued and outstanding stock of the transferee corporation or all of the equity and voting power of the limited liability company or other legally formed entity. If Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the Business Entity as he or she had in Franchisee prior to the transfer.

11.3 Guaranty by Owners and Broker in Charge

11.3.1 Guaranty. If Franchisee is Business Entity, each and every Owner of Franchisee must execute this Agreement on behalf of Franchisee in his or her capacity as an officer, shareholder and/or member of Franchisee. Concurrently with the signing of this Agreement, each and every Owner of Franchisee must execute a written guaranty in a form prescribed by SVNIPBC, personally, irrevocably and unconditionally guaranteeing, jointly and severally, the full payment and performance of Franchisee's obligations to SVNIPBC and to SVNIPBC's Related Parties. SVNIPBC reserves the right to require the Broker in Charge to sign such a guaranty if at any time Franchisee (or an Owner/Guarantor of Franchisee, if Franchisee is a Business Entity) is not the Broker in Charge. SVNIPBC may, at its sole discretion, waive the requirement for any Owner of Franchisee to sign this Agreement and/or a guaranty. SVNIPBC's current form of Guaranty is attached hereto as Schedule B.

11.3.2 New Owners. If an Owner acquires an interest in Franchisee after the execution of this Agreement, such Owner must pass a background check and execute an assumption agreement, in a form satisfactory to SVNIPBC, whereby such Owner assumes all obligations of Franchisee under this Agreement and agrees to be bound by all of the terms and provisions of this Agreement. Additionally, such Owner must execute SVNIPBC's current form of Guaranty, attached hereto as Schedule B.

11.4 Death or Disability of Franchisee

11.4.1 Death or Disability. If Franchisee, or the Owner of Franchisee with a controlling interest, dies or is permanently disabled, then his or her interest in this Agreement and/or Franchisee may be Assigned to a third party, subject to SVNIPBC's right to consent to any such proposed Assignment, as provided in Section 11.2, above, and to all of the provisions of this Article 11. A "permanent disability" occurs if the applicable individual is not able to personally, actively participate in the management of the SVN Franchise for six (6) consecutive months. An Assignment under this Section shall be completed within six (6) months from the date of death or permanent disability, provided that at all times the SVN Franchise must be managed by a Broker in Charge and operate according to Applicable Law, including commercial real estate licensing requirements. If no Assignment occurs within the six (6) month period, this Agreement will automatically terminate at the expiration of such six (6) month period, unless SVNIPBC grants a written extension in its sole discretion or in compliance with local law.

11.4.2 Take-over. If SVNIPBC determines (i) there is no imminent transfer to a qualified successor or (ii) there is no heir or other principal person capable of operating the Franchise Business upon the death, incapacitation, incarceration, deportation or other extended absence of Franchisee, SVNIPBC shall have the right, but not the obligation, to immediately appoint a Broker in Charge and commence operating the Franchise Business on behalf of Franchisee. Franchisee shall be obligated to and shall pay to SVNIPBC all reasonable costs and expenses for such management assistance, including without limitation, the salary, room and board, travel expenses and all other related expenses of the Broker in Charge appointed by SVNIPBC. Operation of the Franchise Business during any such period shall be for and on behalf of Franchisee, provided that SVNIPBC shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee or its Owners for any debts, losses or obligations incurred by the Franchise Business, or to any creditor of Franchisee for any supplies, inventory, or services purchased by the Franchise Business during any period in which it is managed by a Broker in Charge appointed by SVNIPBC. If SVNIPBC elects to temporarily operate the Franchise Business on behalf of Franchisee, Franchisee agrees to indemnify and hold SVNIPBC harmless from any and all claims arising from acts and omissions of SVNIPBC.

ARTICLE 12 DEFAULT AND TERMINATION

12.1 Termination by Franchisee

If Franchisee is in full compliance with all of the terms and provisions of this Agreement and SVNIPBC materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

12.2 Termination by SVNIPBC with Notice and Opportunity to Cure

Subject to Section 12.3, or as otherwise expressly provided in this Agreement, Franchisee shall have ten (10) calendar days, or five (5) calendar days in the case of any default in the timely payment of sums due to SVNIPBC or any of its Related Parties, after SVNIPBC's written notice of default within which to remedy any default under this Agreement and to provide evidence of such remedy to SVNIPBC. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as SVNIPBC may specify in the notice of default, this Agreement and all rights granted under it shall, at SVNIPBC's option, thereupon automatically terminate without further notice or opportunity to cure.

12.3 SVNIPBC's Option to Terminate without Notice

Franchisee shall be deemed to be in material breach and SVNIPBC may, at its option, terminate this Agreement and all rights granted hereunder effective immediately without notice or opportunity to cure:

(a) If Franchisee shall abandon the Franchise, including its failure to actively maintain and continuously answer Franchisee's telephone with the SVN name or to fail to actively participate in the operation of the Franchise or to operate the Franchise for any period after which it is not unreasonable under the facts and circumstances for SVNIPBC to conclude that Franchisee does not intend to continue to operate the Franchise;

(b) If: (i) Franchisee shall be adjudicated bankrupt or judicially determined to be insolvent, shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; or (ii) the Franchise Business is seized, taken over or foreclosed by any Governmental Authority or by a creditor;

(c) If Franchisee shall receive two (2) or more written notices of default from SVNIPBC (whether cured or uncured, or for the same or different breaches) within any twelve (12) month period, or shall incur a Royalties deficiency with respect to an applicable Minimum Annual Royalty, as provided under Section 4.6 of this Agreement (whether any such deficiency is paid or unpaid);

(d) If Franchisee makes any material misrepresentations in acquiring this Agreement;

(e) If Franchisee fails to cure any noncompliance with Applicable Law within ten (10) calendar days after notification by SVNIPBC or any Governmental Authority;

(f) If Franchisee violates Article 10;

(g) If Franchisee has submitted any false or misleading application or other information to SVNIPBC in connection with Franchisee's acquiring this Agreement, or if Franchisee shall have maintained false books or records, submitted false reports to SVNIPBC, or has knowingly understated its Gross Receipts or withheld the reporting of same, as required herein;

(h) If Franchisee (or any Owner) is convicted or pleads guilty or "nolo contendere" to a felony, involving moral turpitude, or any other crime or offense that SVNIPBC believes, in its judgment, is injurious to the System, the Marks, or the goodwill associated therewith, or if Franchisor has proof that Franchisee has committed such a felony, crime or offense;

(i) If Franchisee (or any Owner) is found to be civilly liable for commercial fraud;

(j) If Franchisee misuses or makes any unauthorized use of the Marks or otherwise conducts itself in a manner which, in SVNIPBC's judgment, reflects materially and unfavorably upon the goodwill or reputation associated with the Marks, or upon SVNIPBC, or the good name or reputation of the Franchise or System;

(k) If Franchisee directly or indirectly, in any forum: (i) attacks, challenges, or otherwise calls into question the validity or enforceability of any of the Marks, or SVNIPBC's sole and exclusive ownership of the Marks; (ii) disparages, injures, brings into disrepute, or otherwise damages any of the Marks, and/or the goodwill associated with any of the Marks, whether intentionally or inadvertently; (iii) attempts to do any of the foregoing; or (iv) encourages or aids any others to do any of the foregoing;

(l) If Franchisee fails to respond or communicate (or properly respond or communicate) with SVNIPBC, during any 30-day period, after SVNIPBC has sent 3 or more email correspondences, letters, and/or telephone messages to Franchisee, in which, SVNIPBC is requesting information, participation, or some act from Franchisee pursuant to this Agreement;

(m) If Franchisee fails to purchase and/or provide proof of the required insurance as set forth in Section 14.1, in the amounts and with the coverages described therein or as they may be modified, or fails to name SVNIPBC as additional insured, as provided in Section 14.2;

(n) If an audit or inspection shows an under-reporting, under-recording, or underpayment of 2% or more for any Transaction Closing or any relevant reporting period; or

(o) If Franchisee fails to comply with any material provision of this Agreement.

12.4 Cross-Default

Any material default by Franchisee under the terms and conditions of this Agreement or any other agreement between SVNIPBC (or its Related Party), and Franchisee (or its Related Party), shall be deemed to be a material default of each and every said agreement. Upon termination, for any cause, of this Agreement or any other agreement between the parties hereto, SVNIPBC may, at its option, terminate any or all said agreements.

12.5 Notice Required by Law

Notwithstanding anything to the contrary contained in this Article 12, in the event any valid, Applicable Law of a competent Governmental Authority having jurisdiction over this Agreement and the parties hereto shall limit SVNIPBC's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. SVNIPBC shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or dispute relating to this Agreement or the termination thereof.

12.6 SVNIPBC's Right to Assess Fee on Termination for CauseLiquidated Damages

If this Agreement is terminated by SVNIPBC under Section 12.2, 12.3 or 12.4, above, SVNIPBC reserves the right to charge Franchisee a fee, not as a penalty or Franchisee shall pay as liquidated damages, but as a means of helping to mitigate internal and outside costs, efforts and expenses incurred by SVNIPBC in terminating the Agreement as a result of the material breach by Franchisee. ~~Such fee shall be payable by Franchisee within five (5) calendar days of demand by SVNIPBC and shall be an amount equal to the greater of: (i) \$2,000 times average monthly Royalties plus Platform Fees over the 12-month period preceding the month of termination, multiplied by the lesser of 24 or the number of full or partial calendar months remaining in the Term~~ as of the date of termination; by SVNIPBC ("Termination Date"), or (ii) the average Royalties paid per month as provided, however, that the amount of liquidated damages shall not be less than the total amount of the Minimum Annual Royalty owed by Franchisee under Section 4.6.1 for the year of the termination, dated divided by 12, and multiplied by the lesser of 24 or the number of full or partial calendar months that would have been months remaining in the Term as of the Termination Date. date of termination. Such liquidated damages shall be immediately due and payable upon this Agreement's termination. SVNIPBC's right to ~~payment~~liquidated damages under this Section 12.6 is in addition to any and all rights and remedies available to it under the Agreement, at law or in equity, as a result of Franchisee's breach of this Agreement or otherwise, and shall exist regardless of whether SVNIPBC subsequently operates or refranchises a business in the PMA. If any court or arbitrator determines the liquidated damages payable under this Section 12.6 are unenforceable or exceed the maximum amount permitted by law, this Section 12.6 shall be enforced to the maximum extent permitted by law, and Franchisee shall remain liable for SVNIPBC's actual damages to the extent permitted by law. Franchisee acknowledges SVNIPBC will suffer damages as a result of this Agreement's early termination, such damages would be difficult or impossible to ascertain with precision, and the liquidated damages under this Section 12.6 represent a reasonable estimate of those damages and not a penalty. SVNIPBC's right to receive other amounts due under this Agreement is not affected by the collection of liquidated damages under this Section 12.6. This provision shall survive the termination of this Agreement.

ARTICLE 13 RIGHTS AND OBLIGATIONS UPON TERMINATION

13.1 General

Upon the expiration or termination of Franchisee's rights granted under this Agreement:

(a) Franchisee shall have no further license and shall immediately cease to use SVNIPBC's System and any components of the System, as well as the Marks, and any name or mark confusingly similar thereto and shall ensure that all exterior and interior signage bearing the SVN Marks is removed within three (3) calendar days of the termination or expiration of this Agreement, or, if removal is not possible within such

time frame due to lease or similar constraints outside of Franchisee's control, then Franchisee shall ensure that such signs are covered up within the three (3) calendar day period so that the Marks are not visible to the public until removal can be obtained;

(b) Franchisee shall cancel any assumed name of Franchisee or equivalent registration that contains any of the Marks, including, but not limited to, the "SVN" Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination, expiration or non-renewal of this Agreement;

(c) Franchisee shall transfer any and all domain names and URLs containing the SVN name to SVNIPBC or, alternatively, at SVNIPBC's request, cancel any such domain name and/or URL. Franchisee is solely responsible for any costs associated with the transfer or cancellation of any and all such domain names and URLs in order to comply with this provision.

(d) Franchisee shall immediately pay any and all amounts owed to SVNIPBC or its Related Parties (including all sums due pursuant to Article 4) and, specifically, but not by way of limitation, outstanding balances for expenses incurred by the Franchisee and/or on account of (i) Gross Receipts received or receivable by Franchisee on or before the effective date of such termination/expiration, or (ii) Gross Receipts received or receivable after the date of termination/expiration on account of any verbal or written purchase agreement or letter of interest, or any listing agreement or representation agreement entered into by Franchisee (or any of its Brokers in Charge or Authorized Salespersons), and effective before the termination/expiration date (including any successor agreement executed within forty-five (45) calendar days after the termination/expiration date and replacing a substantially similar agreement relating to the same persons/properties);

(e) Franchisee shall within three (3) calendar days of the termination or expiration of this Agreement deliver to SVNIPBC all materials on which the Marks are displayed, or, at SVNIPBC's election, destroy, obliterate, delete, and otherwise remove all use of the Marks from any and all materials in Franchisee's possession and/or control, including any and all use of the Marks on all documents or things (including those in an electronic format) that are used, marketed, promoted, advertised, offered for sale, displayed, broadcast, transmitted, or in any other way shown, used or disseminated by or on behalf of Franchisee;

(f) Franchisee shall within five (5) calendar days of receipt of the request of SVNIPBC, and without charge to SVNIPBC, execute, acknowledge and deliver to SVNIPBC a General Release, as well as any and all documents as may be necessary to make a record with any and all Governmental Authorities indicating that Franchisee no longer has any license or other right of any kind to use or display any of the Marks anywhere or for any purpose; and

(g) if any Franchisee insurance obligation required under the Manuals or this Agreement imposes coverage requirements applicable to any period beyond the transfer, termination or expiration of this Agreement, such obligation shall survive the termination, transfer or expiration of this Agreement, and Franchisee shall provide evidence of such coverage within five (5) calendar days of any request for the same from SVNIPBC. If Franchisee fails to maintain any such applicable coverage SVNIPBC can, but is not obligated to, obtain such coverage for Franchisee and shall be reimbursed by Franchisee as provided in Section 14.1, below, within ten (10) days of receipt of invoice.

13.2 Holding Over

If you continue to use the Marks after the expiration or termination of this Agreement, you will be deemed to be operating on a month-to-month basis under the form of Franchise Agreement then being offered to prospective franchisees, except that your Production Royalties and Property Management Royalties shall both increase by 20% over and above the Royalties you would normally pay. Acceptance by SVNIPBC of Royalties from you after the expiration or termination of this Agreement shall not constitute a consent to a hold over hereunder or result in an extension of this Franchise Agreement.

ARTICLE 14 INSURANCE

14.1 Insurance

Franchisee shall provide SVNIPBC with certificates of the insurance, insurance policy endorsements and any other evidence of compliance required by SVNIPBC before operating under the SVN Marks, but in no event later than twenty-one (21) days after the Effective Date, and at such other times as SVNIPBC may request. Franchisee shall maintain in force insurance policies covering various risks, as specified by SVNIPBC from time to time in the Manuals. The Manuals shall contain the types and amounts of coverage required under such policies, as well as other policy/coverage requirements. SVNIPBC has the right to require different and/or additional kinds of insurance, including, without limitation, commercial general liability, errors and omissions, automobile liability, and workers compensation as required by law. All such insurance-related requirements are subject to change by SVNIPBC. Franchisee shall pay all premiums on the policies as they become due. If Franchisee fails to have or maintain insurance as specified in the Manuals or fails to provide any certificates of insurance, endorsements, or other evidence of insurance required by this Agreement or the Manuals, SVNIPBC can, but is not obligated to, purchase the applicable coverage for Franchisee, and Franchisee shall reimburse SVNIPBC for all costs so incurred within ten (10) days of receipt of invoice. If any insurance obligation specified in the Manuals or this Agreement imposes coverage requirements applicable to any period beyond the termination, transfer or expiration of this Agreement, such obligation shall survive the termination, transfer or expiration of this Agreement. SVNIPBC coverage requirements as of the Effective Date are as follows and are subject to change by SVNIPBC:

- a. An occurrence-based commercial general liability insurance policy with minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate;
- b. A professional liability (errors and omissions) insurance policy with minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate;
- c. An automobile insurance policy for each vehicle used in the SVN Franchise, which policy shall insure against public liability for bodily injury in the minimum amount of \$100,000 per person and \$300,000 per occurrence and for property damages in the minimum amount of \$100,000;
- d. Workers' compensation insurance (per local requirements) and any other insurance and/or coverage requirements established under applicable law; and
- e. Extended Reporting "Tail" Coverage with minimum limits of \$1,000,000 per claim for a period of three (3) years after this Agreement is terminated, transferred, or expires.

All of these insurance policies, other than workers' compensation, must: (i) be subject to our approval, which shall not be unreasonably withheld; (ii) contain separate endorsements naming us as additional named insured or provide comparable coverage acceptable to us in our discretion; (iii) not be subject to cancellation or modification, except on thirty (30) days advance written notice to us; and (iv) contain an express waiver of any and all rights of subrogation against us. You must pay all premiums on the policies as they are due. If you do not have or maintain insurance as specified under this Agreement and in the Manuals or fail to provide us any certificates of required insurance, endorsements, or other evidence of insurance acceptable to us, we can, but are not obligated to, purchase the applicable coverage. In that case, you shall reimburse us for the cost of the premium and all other related costs within ten (10) days of receipt of invoice. We can, but are not required, to deviate from any insurance related requirements we establish based on then current carrier or industry practices, substitute coverage acceptable to us or for other reasons we consider commercially appropriate.

SVNIPBC strongly recommends that Franchisee obtain and maintain Cyber Liability Insurance but does not currently require Franchisee to do so.

The insurance policies described above are minimum requirements and Franchisee may purchase and maintain additional insurance policies or insurance policies with greater coverage limits. Franchisee's obligation to obtain and maintain the foregoing insurance policy or policies in the amounts specified shall not be limited by reason of any insurance that may be maintained by Franchisor nor relieve Franchisee of liability under the indemnity provisions set forth in this Agreement. Franchisee's insurance procurement obligations under this Section 14.1 are separate and independent of Franchisee's indemnity obligations.

14.2 Additional Insured Endorsement

All insurance shall name Franchisor as an additional insured, waive any subrogation rights or other rights to assert a claim back against Franchisor and shall contain a clause requiring notice to Franchisor thirty (30) days in advance of any cancellation or material change or cancellation to any such policy. The "Additional Insured Endorsement" must be approved in writing by Franchisor and name Franchisor and its respective officers, directors, partners, members, affiliates, subsidiaries and employees as additional insureds. Additional insured status shall include, without limitation, coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20 26 or any other form approved in writing by Franchisor that provides comparable coverage. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) the negligent acts, errors or omissions of Franchisor or other additional insureds. Franchisee shall maintain such additional insured status for Franchisor on its general liability policies continuously during the term of this Agreement.

ARTICLE 15 RELATIONSHIP OF PARTIES

15.1 Independent Contractor

It is expressly agreed by the parties that the only relationship between Franchisor and Franchisee created by this Agreement is that of independent contractor, that the business conducted by Franchisee is completely separate and apart from any business that may be operated by Franchisor and that nothing in this Agreement shall create a fiduciary relationship between them or constitute either party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other party for any purpose whatsoever. Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a license from Franchisor, and Franchisee agrees to take such action including

exhibiting a notice to that effect in such content, form and place as Franchisor may specify. It is further specifically agreed that Franchisee is not an affiliate of Franchisor and that neither party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other party. Neither party shall be in any way responsible for any acts and/or omissions of the other, its agents, servants or employees and no representation to anyone will be made by either party that would create an implied or apparent agency or other similar relationship by and between the parties.

15.2 Indemnity by Franchisee

We will not assume any liability or be deemed liable for any agreements, representations, or warranties you make that are not expressly authorized under this Agreement, nor will we be obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchise you conduct pursuant to this Agreement, including, but not limited to, any of Franchisee's transactions pending as of the Effective Date, with respect to which SVNIPBC shall not be or become a party or broker of record, and whether or not caused by any negligent or willful action or failure to act by you or your Owners, officers, directors, employees, independent contractors, agents, or successors or assigns. You will defend and indemnify SVNIPBC and all of its past, present and future partners, shareholders, members, direct and indirect parent companies, subsidiaries, affiliates, Related Parties, officers, directors, employees, attorneys, agents and representatives (individually and collectively, the "Indemnitees") and hold Indemnitees harmless against and from all fines, suits, proceedings, claims, demands, actions, losses, damages, costs, fees (including attorneys' and accountants' fees and court/arbitration costs and related expenses, and interest on such fees, costs and expenses) and/or any other liability of any kind or nature, however arising, growing out of or otherwise connected with your Franchise and/or related to any act, error and/or omission of yours, your Owner(s), or your employees, including, but not limited to, the offer/sale of any product or service, the ownership and/or operation of your Franchise and/or any transfer of any interest in this Agreement or the Franchise (the "Claims"). The obligation to defend herein will be triggered as soon as any third-party demand is made upon the Indemnitees, or by the initiation of litigation or arbitration against the Indemnitees, in accordance with applicable Massachusetts law. Unless you agree to defend and indemnify the Indemnitees without any reservation of rights (in which case Indemnitees will agree to be represented by legal counsel chosen or selected by you), then Indemnitees have the right to select and retain their own legal counsel and conduct their own defense as they deem appropriate. Payment of reasonable legal fees and costs incurred by Indemnitees will be paid for, or immediately reimbursed, by you, within ten (10) days of receipt of request or invoice from the Indemnitees. In such instances Indemnitees can control the disposition including litigation of any such Claims to the extent they deem appropriate and settle any such matter, and you agree to indemnify Indemnitees for the full amount of the loss or settlement incurred by them in the disposition of all such Claims. You may appoint separate independent counsel to represent your interests in such Claims, all at your expense. Indemnitees are entitled to the indemnification and other rights provided herein, regardless of whether or not punitive damages are awarded against any Indemnitees. Your indemnification and defense obligations under this Section shall survive the termination, expiration or transfer of this Agreement.

15.3 Indemnity by SVNIPBC

SVNIPBC shall indemnify (but will have no separate duty to defend) Franchisee, and all of its past, present and future partners, shareholders, direct and indirect parent companies, subsidiaries, Related Parties, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or

Business Entity or to any property caused solely by SVNIPBC's intentional wrongdoing or gross negligence. Furthermore, any such duty to indemnify only arises after applicable legal proceedings to which SVNIPBC is a party are completed and in which there is an express finding of intentional wrongdoing or gross negligence by SVNIPBC.

15.4 No Recourse Against Nonparty Affiliates

All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to this Agreement, but not including separate undertakings such as guarantees of performance, personal guaranties, or corporate guarantees), may be made only against (and are those solely of) the entities that are expressly identified as parties in the preamble to this Agreement ("Contracting Parties"). No Person who is not a Contracting Party, including without limitation any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates, unless such liabilities, claims, causes of action, and obligations arise from deliberately fraudulent acts. Without limiting the foregoing, to the maximum extent permitted by law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Nothing herein is intended to prevent a Contracting Party from pursuing any distinct legal rights it may have against a Nonparty Affiliate which arise from a separate document, such as a guaranty of performance, personal guaranty, corporate guaranty or similar agreement. Notwithstanding any other provision of this Agreement which limits the right of prospective third-party beneficiaries, any Nonparty Affiliate may rely on this provision and enforce it against any Contracting Party or other Person or entity.

ARTICLE 16 NOTICES

16.1 General

16.1.1 Notices. All notices which the parties hereto may be required or permitted to give under this Agreement shall be in writing and shall be given by any of the following methods: (1) personally delivered; (2) mailed by certified or registered mail, return receipt requested, postage paid; (3) by reliable overnight delivery service; or (4) by electronic transmission, including email and facsimile. "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper,

that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

The addresses for the parties are as follows:

If to SVNIPBC: SVN International PBC
309 Beacon Street, Suite 300
Brookline, Massachusetts 02446
Attn: Sarah Vincent, ~~EVP of Operations~~ Chief Growth Officer
Email: Sarah.vincent@svn.com and contracts@svn.com

If to Franchisee: _____

Attention: _____
Email: _____

16.1.2 Changes; Effective Date. The above addresses given for notice may be changed at any time, by either party, by giving ten (10) calendar days prior written notice to the other party, as herein provided. Notices delivered by certified or registered mail shall be deemed to have been given three (3) business days after postmark by United States Postal Service, or the next business day after deposit with reliable overnight delivery service or when delivered by hand. Notices sent by electronic transmission shall be deemed to have been given on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email or facsimile has not been delivered.

ARTICLE 17 DISPUTE RESOLUTION

17.1 Mediation

17.1.1 Agreement to Mediate. Except with respect to matters for which a party believes it necessary to seek injunctive or equitable relief, Franchisee and Franchisor shall be required to enter into mediation of all disputes involving this Agreement, or any other aspect of the relationship between them, for a minimum of four (4) hours, prior to the initiation of any arbitration against the other.

17.1.2 Mediation Process. Upon written notice by either party to the other of the initiating party's desire to mediate, the party receiving the notice shall select an independent entity that regularly provides mediation services to franchisors and franchisees to serve as mediator in the proceeding. If the party receiving the notice of intent to mediate does not provide the name of such an organization within ten (10) business days from the date the notice of intention to mediate is received, then the other party may forego mediation of the issue(s) and commence an arbitration hearing or, at its option, make the selection of the organization to provide mediation services. If one party selects an organization that is unwilling to serve as mediator or does not meet the requirements of this Section, then the other party may select the organization. Once the organization is designated and agrees to accept appointment as mediator, the organization shall be directed to schedule a mediation proceeding at a time mutually convenient to Franchisor and Franchisee. The mediation shall be held within thirty (30) days following receipt by the mediation organization of notification that its services are requested. If the parties cannot agree on a date

for mediation, then the mediation organization shall select a date it believes is reasonable for the parties, given all of the alleged conflicts in dates. The actual mediator shall be a person who has had at least ten (10) years of experience as either franchisee or franchisor (or as an officer of such an entity), or in franchise law.

17.1.3 Cost and Location. The parties shall equally share the cost of the mediator. The mediation shall be held in Norfolk County, MA.

17.1.4 Failure to Mediate. Except with respect to matters for which a party is permitted to seek injunctive or equitable relief, if either party initiates arbitration without complying with their obligation to mediate in accordance with this Section (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section), then upon petition of any party named as a respondent in such arbitration, the arbitrator shall dismiss the action without prejudice, and award attorneys' fees and costs to the party seeking dismissal in an amount equal to such party's attorneys' fees and costs incurred in seeking dismissal. If the arbitrator refuses for any reason to dismiss the arbitration, then regardless of the outcome of such arbitration, or of any award given by the arbitrator in such arbitration, the party initiating the action shall be responsible for all attorneys' fees and costs incurred throughout the action by the other party as damages for failing to comply with the provisions of this Section.

17.2 Arbitration

17.2.1 Agreement to Arbitrate. ~~All~~Except with respect to matters for which a party believes it necessary to seek injunctive or equitable relief, all disputes and claims arising out of or relating to this Agreement or any provision hereof, or to any specification, standard, or operating procedure, of Franchisor or to the breach thereof (including any claim that this Agreement, any provision thereof, any specification, standard, or operating procedure or any other obligation of Franchisee or Franchisor is illegal, unenforceable, or voidable under any law, ordinance, or ruling) shall be settled by arbitration at the office of the American Arbitration Association located in or closest to Norfolk County, MA, in accordance with the United States Arbitration Act (9 U.S.C. § 1 et seq.), if applicable, and the rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise license agreements, if any, otherwise, the general rules of commercial arbitration).

17.2.2 Arbitrator Qualifications. Any arbitrator appointed to arbitrate a dispute under this Agreement shall have at least ten (10) years' experience in franchise matters and shall have the right to award or include in any award the specific performance of this Agreement.

17.2.3 Limits on Arbitrator. The arbitrator will be instructed that he or she must follow the substantive law and the other requirements, waivers, and limitations of this Agreement. The arbitrator shall have no authority to add, delete, or modify in any manner, the terms and provisions of this Agreement. However, if an arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. All findings, judgments, decisions, and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for arbitration and response to that demand. The arbitrator may not award any relief that was not specifically requested by the parties prior to the start of the arbitration hearing. The arbitrator shall file a reasoned brief with his or her award.

17.2.4 Claim Construction. If there is any dispute as to whether a particular claim or matter is subject to arbitration, the decision as to whether or not the claim is subject to arbitration shall be made by the arbitrator appointed in accordance with this Agreement.

17.2.5 Appeal Rights. Any award from the arbitrator may be appealed under the Optional Appellate Arbitration Rules of the American Arbitration Association. Judgment upon any final arbitration award may be confirmed exclusively in the Norfolk County, MA state courts and the parties expressly consent to the jurisdiction the Norfolk County, MA state courts for any and all award enforcement proceedings. The award shall be binding, final, and nonappealable except as permitted under the United States Arbitration Act or for failure of the arbitrator to meet the requirements of this Section. Unless this Agreement is terminated in accordance with its provisions, during the pendency of the arbitration proceeding, Franchisee and Franchisor shall fully perform this Agreement.

17.2.6 No Class Actions. All arbitration proceedings will be individual proceedings between Franchisor and Franchisee, and will not be conducted on a “class basis,” or include any of Franchisor’s other franchisees as named parties unless Franchisor and Franchisee each agree.

17.3 Exclusions from Mediation and Arbitration

Either party may apply for injunctive or other equitable relief to: (1) enforce its right to terminate this Agreement for the causes set forth in this Agreement; and (2) prevent or remedy a breach of this Agreement if such breach could materially impair the goodwill of such party’s business, including to enforce the obligations of a party to be performed following the termination of this Agreement and enforcement of the post-term obligations including any confidentiality provisions of this Agreement. Each party shall be entitled to the entry of temporary restraining orders and temporary and permanent injunctions enforcing its aforementioned rights.

17.4 Survival and Enforcement

The terms of this Article 17 shall survive termination, expiration or cancellation of this Agreement. If any portion of this Article is deemed to be unenforceable for any reason, it shall be modified or restricted, or severed, so as to comply with applicable law and shall be otherwise enforced according to its terms.

EXCEPT TO THE EXTENT PROHIBITED BY LAW OR AS OTHERWISE PROVIDED IN ANY STATE ADDENDA APPLICABLE TO FRANCHISEE’S STATE OF RESIDENCE OR OF FRANCHISEE’S FRANCHISE LOCATION, THE PARTIES HEREBY AGREE THAT NORFOLK COUNTY, MASSACHUSETTS SHALL BE THE VENUE FOR ANY ARBITRATION OR LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED ARTICLE 17 AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT. FURTHER, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FRANCHISEE AND FRANCHISOR WAIVE ALL RIGHTS TO A JURY TRIAL AND ALL PROCEEDINGS AND CLAIMS BETWEEN THE PARTIES SHALL BE FILED AND PROSECUTED SEPARATELY AND INDIVIDUALLY AND NOT AS A CLASS ACTION, OR IN ANY REPRESENTATIVE CAPACITY, AND SHALL NOT BE OR REMAIN CONSOLIDATED WITH CLAIMS ASSERTED BY OR AGAINST ANY OTHERS.

FRANCHISEE’S
INITIALS

SVNIPBC INITIALS

ARTICLE 18
MISCELLANEOUS PROVISIONS

18.1 SVNIPBC's Right to Cure Defaults

In addition to all other remedies herein granted if Franchisee shall default in the performance of any of Franchisee's obligations or breach any term or condition of this Agreement or any related agreement, SVNIPBC may, at its election, immediately or at any time thereafter, without waiving any claim for breach hereunder and without notice to Franchisee, cure such default for the account and on behalf of Franchisee, and the cost to SVNIPBC thereof shall be due and payable on demand and shall be deemed to be additional compensation due to SVNIPBC hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of SVNIPBC.

18.2 Waiver and Delay

No waiver by either party of any breach, series of breaches or defaults in performance by the other party, or failure to insist upon strict compliance with or performance of the other party's obligations under this Agreement, any other agreement between SVNIPBC and Franchisee, or the Manuals, shall constitute a waiver with respect to any subsequent breach thereof or a waiver of a party's right at any time thereafter to require exact and strict compliance. No failure, refusal or neglect of SVNIPBC to exercise any right, power or option given to it hereunder or under any other agreement between SVNIPBC and Franchisee, whether entered into before, after or contemporaneously with the execution of this Agreement, shall constitute a waiver with respect to any subsequent right to exercise any such right, power or option. SVNIPBC will consider written requests by Franchisee for SVNIPBC's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that SVNIPBC is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require SVNIPBC to grant any such request. Any waiver granted by SVNIPBC shall be without prejudice to any other rights SVNIPBC may have, will be subject to continuing review by SVNIPBC, and may be revoked, in SVNIPBC's sole discretion, at any time and for any reason, effective upon ten (10) calendar days prior written notice to Franchisee. SVNIPBC makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

18.3 Survival of Covenants

The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever, including but not limited to Articles 17 and 18.

18.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of SVNIPBC and shall be binding upon and inure to the benefit of Franchisee and Franchisee's heirs, executors, administrators, successors and assigns, subject to the restrictions on transfer or Assignment contained herein.

18.5 Joint and Several Liability

If Franchisee consists of more than one person or Business Entity, or a combination thereof, the obligations and liabilities of each such person or Business Entity to SVNIPBC shall be joint and several in each and every respect.

18.6 General Release

If Franchisee has a currently-effective franchise agreement with SVNIPBC, or if Franchisee was at any time a salesperson of SVNIPBC or its Related Parties, then it shall be a condition precedent to the obligations of SVNIPBC under this Agreement that Franchisee has executed and delivered to SVNIPBC a general release, in a form prescribed by SVNIPBC, of all existing claims against SVNIPBC and its Related Parties arising out of those former agreements to the fullest extent permitted by law.

18.7 Governing Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, or the United States Arbitration Act (9 U.S.C. § 1 et seq.), this Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts without giving effect to any conflict of laws, except that (i) the provisions of any Massachusetts law regarding franchises will not apply unless jurisdictional, definitional and other requirements for the application of such statute or law are met independently of this Section, and (ii) the provisions of Article 10 shall be construed and enforced in accordance with the laws of the state where the breach of said Article occurs.

18.8 Entire Agreement

This Agreement (including all schedules, exhibits and appendixes hereto) contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim representations SVNIPBC made to Franchisee in the Franchise Disclosure Document or in any related document that SVNIPBC heretofore furnished to Franchisee. Once executed, this Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto; provided, that SVNIPBC independently can modify the Manuals as expressed in Appendix 1. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein and in the Franchise Disclosure Document. No officer or employee or agent of SVNIPBC has any authority to make any representation or promise not contained in this Agreement or in any Disclosure Document for prospective Franchisees required by applicable law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise.

18.9 Titles for Convenience

Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

18.10 Gender and Construction

All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any Article or Section hereof may require. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval or authorization of SVNIPBC which Franchisee may be required to obtain hereunder may be given or withheld by SVNIPBC in its sole discretion, and on any occasion where SVNIPBC is required or permitted hereunder to make any judgment or determination, including any decision as to whether any condition or circumstance meets SVNIPBC’s Policies or satisfaction, SVNIPBC may do so in its sole subjective judgment. SVNIPBC has the right to elect in its sole discretion to not enforce (or to selectively enforce) any provision of this or any Agreement, standard or policy, whether with respect to Franchisee and/or any other franchisee or other person, to the fullest extent permitted by law without liability.

18.11 Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Manuals and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement or the Manuals thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, Article, Section, sentence or clause of this Agreement or the Manuals shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

18.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

18.13 Fees and Expenses

In the event of any arbitration or litigation (also including appeals, petitions for confirmation, modification, or vacation of an award) arising out of or relating to a Claim, this Agreement, the breach of this Agreement, or the relationship of the parties to this Agreement, the prevailing party will be reimbursed by the other party for all costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys’ fees.

18.14 Cumulative Remedies

Except as provided herein, the rights and remedies specifically granted to either you or us by this Agreement will not be deemed to prohibit you or us from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

18.15 Timing Is Important

Time is of the essence of this Agreement. (“Time is of the essence” is a legal term that emphasizes the importance of time limits. In this case, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement).

18.16 Force Majeure

Whenever a period of time is provided in this Agreement for either party to do or perform any act or thing, except the payment of monies, neither party shall be liable or responsible for any delays due to Force Majeure or other causes beyond the reasonable control of the parties that materially affects a party's ability to perform. In this Agreement, the term "Force Majeure" shall include any of the following: (i) casualty or condemnation; (ii) storm, earthquake, hurricane, tornado, flood or other act of God; (iii) war, insurrection, pandemics, epidemics, quarantine restrictions, civil commotion or act of terrorism; (iv) strikes or lockouts; (v) embargoes, lack of water, materials, power or telephone transmissions specified or reasonably necessary in connection with the services provided by the Franchise; or (vi) failure of any applicable governmental authority to issue any approvals, or the suspension, termination or revocation of any material approvals, required for the operation of the Franchise. Any time period for the performance of an obligation shall be extended for the amount of time of the delay. The party whose performance is affected by any of such causes shall give prompt written notice of the circumstances of such event to the other party, but in no event more than five (5) days after the commencement of such event. The notice shall describe the nature of the event and an estimate as to its duration. This clause shall not apply or not result in an extension of the term of this Agreement.

18.17 Similar Agreements

Franchisor makes no warranty or representation that anything contained in this Agreement may be construed as requiring that all SVN franchise agreements issued by Franchisor, during any time period, contain terms substantially similar to those contained in this Agreement. Further, Franchisee agrees and acknowledges that Franchisor may, in its reasonable business judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements granted to other SVN franchisees in a non-uniform manner, subject to those provisions of this Agreement that require Franchisor to act toward its franchisees on a reasonably non-discriminatory basis.

ARTICLE 19 ACKNOWLEDGMENT

19.1 General

Franchisee and its Owners jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

19.2 Due Execution

The submission of this Agreement to Franchisee does not constitute an offer and this Agreement shall become effective only upon the execution thereof by SVNIPBC and Franchisee. THIS AGREEMENT SHALL NOT BE BINDING ON SVNIPBC UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF SVNIPBC.

19.3 Representations by Franchisee

19.3.1 FRANCHISEE ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF SVNIPBC'S OPERATIONS AND THE MARKET AREA IN WHICH FRANCHISEE WILL OPERATE THE FRANCHISE. FRANCHISEE UNDERSTANDS AND AGREES THAT SVNIPBC DOES NOT FURNISH OR ENDORSE, OR AUTHORIZE ITS SALESPERSONS OR OTHERS TO FURNISH OR ENDORSE, ANY ORAL, WRITTEN OR OTHER INFORMATION CONCERNING ACTUAL OR POTENTIAL SALES, COSTS, INCOME, EXPENSES, PROFITS, CASH FLOW, OR OTHER FINANCIAL INFORMATION, OR FROM WHICH SUCH ITEMS MIGHT BE ASCERTAINED, ("FINANCIAL PERFORMANCE REPRESENTATIONS") ABOUT SVN FRANCHISES OR ANY OTHER COMMERCIAL REAL ESTATE SERVICES BUSINESSES.

19.3.2 FRANCHISEE REPRESENTS AND ACKNOWLEDGES THAT IT HAS RECEIVED SVNIPBC'S DISCLOSURE DOCUMENT, INCLUDING ALL EXHIBITS THERETO, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE EARLIER OF THE DATE ON WHICH THIS AGREEMENT, AND ALL OTHER AGREEMENTS, WERE EXECUTED, OR ANY CONSIDERATION WAS PAID. FRANCHISEE REPRESENTS IT HAS READ ALL AGREEMENTS, SVNIPBC'S FRANCHISE DISCLOSURE DOCUMENT, EXHIBITS, ADDENDA AND OTHER DOCUMENTS, ALONG WITH ANY ADDITIONAL INFORMATION FRANCHISEE DEEMS RELEVANT, IN ITS ENTIRETY.

19.3.3 FRANCHISEE FURTHER REPRESENTS THAT IT UNDERSTANDS AND ACCEPTS THE TERMS, CONDITIONS, COVENANTS AND OBLIGATIONS OF THIS AGREEMENT AND ALL SCHEDULES AS BEING REASONABLY NECESSARY TO (1) MAINTAIN SVNIPBC'S HIGH STANDARDS OF QUALITY AND SERVICE; (2) MAINTAIN UNIFORMITY OF THOSE STANDARDS AT FRANCHISED LOCATIONS; AND (3) PROTECT AND PRESERVE THE GOODWILL OF THE MARKS, AND THAT FAILURE TO MAINTAIN SVNIPBC'S STANDARDS CAN RESULT IN TERMINATION OF THIS AGREEMENT.

19.3.4 FRANCHISEE acknowledges that FRANCHISEE has been advised by SVNIPBC to speak with past and/or existing SVN FRANCHISEES of FRANCHISEE's choosing. FRANCHISEE acknowledges that such FRANCHISEES do not act as SVNIPBC'S agents or representatives in providing any information and that no such information can be attributed to SVNIPBC and/or relied upon as such.

19.4 Electronic Records

Franchisee acknowledges and agrees that SVNIPBC may elect to keep only electronic copies of any and all documents and records pertaining to the franchised business, the System, and the franchise relationship between the parties. Each such electronic record will accurately reflect the information in the document and will remain accessible to all persons entitled by law to access the information for the period of time required by law. The electronic record will be in a form capable of being accurately reproduced for later reference if necessary.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the Effective Date.

“SVNIPBC”

SVN International PBC, a Delaware Public Benefit Corporation

By: _____

Print Name: _____

Its: _____

“FRANCHISEE”

(Print name of Franchisee here)

[an individual, as sole proprietor]

[a corporation]

[a partnership]

[a limited liability company],

(Signature line)

By: _____
(Print Signer’s Name)

Its: _____
(Title/Capacity)

Each individual Owner of Franchisee:

(Signature line)

By: _____
(Print Signer’s Name)

Its: _____
(Title/Capacity)

(Signature line)

By: _____
(Print Signer’s Name)

Its: _____
(Title/Capacity)

APPENDIX 1

DEFINITIONS

“Agreement” means this Franchise Agreement.

“Ancillary Services” means offering or performing under the Marks and the Franchise those specific services, if any, described in Schedule C, which are ancillary and in addition to Commercial Real Estate Services.

“Applicable Law” means and includes all civil and criminal laws, statutes, rules, regulations, ordinances, policies and procedures established by any Governmental Authority pertaining to and/or governing the operation of the Franchise, including, but not limited to, all real estate salesperson and broker laws, real property sales laws, immigration and labor laws, health and safety laws, and tax laws, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

“Approved Residential Portfolio Sale” shall mean the offer and sale of Residential Real Estate Brokerage Services with respect to multiple parcels or units of Residential Property in a common development whereby Franchisee acts on behalf of the developer or owner of such Residential Property, upon Franchisee’s receipt of SVNIPBC’s prior written approval, which approval shall not be unreasonably withheld.

“Approved Services” means Commercial Real Estate Services, Approved Residential Portfolio Sales and such Ancillary Services, if any, as are identified on Schedule C or are subsequently approved pursuant to Section 6.3.4 of this Agreement.

“Assignment” shall mean any sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance (“transfer”), voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, of any direct or indirect interest in your SVN Franchise, its assets (other than in the ordinary course of business), this Agreement or in the Equity or voting rights of Franchisee if a Business Entity; the withdrawal, death or legal incapacity of any Owner of Franchisee; the admission of any additional general partner or the transfer by any Owner general partner of any of its Partnership Rights in the Partnership; and any merger, stock redemption, consolidation, reorganization, recapitalization involving Franchisee, however effected.

“Auction Revenues” means Gross Receipts received or receivable by the Franchise Business (directly or indirectly) in connection with Auction Services, including, but not limited to, Auction Services performed in connection with Approved Residential Portfolio Sale Services.

“Auction Services” means providing services for online, sealed bids, and open cry bid auctions for clients that need to accelerate the disposition of single assets and portfolios of real estate and financial instruments.

“Authorized Salesperson” means and includes each Senior Advisor, Advisor, and Associate Advisor and each of the Licensed Persons employed by the Franchisee or Broker in Charge, and such additional Licensed Persons as may be subsequently engaged by Franchisee, unless and until terminated by such Broker in Charge, or until such time as the person fails to be a Licensed Person under Applicable Law or to meet SVNIPBC’s qualification criteria, as set forth in the Manuals.

“Authorized User” means a person with written authorization by SVNIPBC to use the Intranet Services.

“Business Entity” means a corporation, limited liability company, partnership or other form of business organization established under applicable state law and which is not an individual.

“Commercial Real Estate Services” means acting as a broker, salesperson, agent or finder for or on behalf of sellers, buyers, lessors, tenants or others in connection with the listing, co-listing, offering, selling, purchasing, exchanging, auctioning, leasing, renting, consulting, expert witness testimony, or managing of commercial real property, including vacant land transactions (excluding Residential Property, but including Portfolio Sales) and personal property ancillary thereto, and providing mortgage loan brokerage services. SVNIPBC reserves the right to condition, further define and interpret the scope of what shall constitute approved Commercial Real Estate Services from time to time through the Manuals or other written instruction to Franchisees.

“Competitive Activities” means to own, operate, lend to, advise, be employed by, or have any financial interest in any business, including any franchised, networked or affiliated business, that engages in the offer, sale or provision of Commercial Real Estate Services or Ancillary Services you are permitted by us to perform (or the franchising or licensing thereof), other than pursuant to and in accordance with this Agreement or any other agreement related to your operation of an SVN Franchise.

“Confidential Materials and Practices” shall have the meaning set forth in Section 10.2 of the Agreement and include SVNIPBC’s proprietary and confidential information, such as its Policies and the contents of the Manuals, marketing concepts, any SVNIPBC Technological System, financial results, sales and profit information, transactions data, Special Accounts information and relationships, and operating methods, technology platforms and techniques.

“Council” shall mean one or more SVN franchisee groups formed to conduct various marketing-related activities as described in Section 4.5.1 of this Agreement.

“Effective Date” shall be the date stated in the opening paragraph of this Agreement, which is the calendar day on which the Term of this Agreement commences.

“Electronic Payment” means payments from Franchisee’s account, and at Franchisee’s sole cost and expense, by electronic funds transfer, credit or debit card payment, or such other automatic payment mechanism that SVNIPBC may designate, in accordance with the Electronic Payment Policies set forth in the Manuals.

“Equity” means stock, membership interests, Partnership Rights, or other equity ownership interests.

“Expiration Date” shall mean the calendar day on which the Term ends as provided in Section 3.1.

“Fictitious Name” means an assumed name, trade name or DBA name which is a business name that is different from your personal name, the names of your partners or the officially registered name of your limited liability company or corporation.

“Financial Records” means computer and other written and electronic records and documents containing financial and transactional information relating to Commercial Real Estate Services and Ancillary Services which are Approved Services performed by Franchisee’s Broker in Charge and Authorized Salespersons, including final Transaction Closing statements/settlement statements, financial statements, books of accounts, bank statements, check stubs, escrow receipts, client invoices and federal, state and local tax return records relating to the Franchise and of each of the Owners.

“Franchise” or “Franchise Business” means the business operated pursuant to this Agreement under the Marks in accordance with the System that is engaged in the offer and sale of the Approved Services.

“Franchise Application” means the SVNIPBC application completed by a prospective SVN franchisee requesting a Franchise.

“Franchisee Business Address” means the main address for the Franchise.

“Franchisee” shall mean the individual(s) proprietor(s) or Business Entity identified in the first paragraph of this Agreement and who/which are responsible to Franchisor for performing Franchisee’s obligations under this Agreement.

“General Release” means a general release, in the then-current form prescribed by us at the time such release is to be delivered, of any and all claims, liabilities and/or obligations, of any nature whatsoever, including existing as of, and/or arising before, the date of any such release, however arising, known or unknown, whether against us and/or any or all of our Related Parties, and whether by you, any of your Owners (if you are or become a Franchise Entity), any person/entity claiming on the basis of an alleged right of yours, and/or any Related Parties of yours.

“Governmental Authority” means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

“Gross Receipts” means the total amount of all revenue, fees, commissions, compensation, or other amounts or consideration in any form (calculated at fair market value as determined by SVNIPBC if not in United States currency), received or receivable (as that term is defined in Subsection 4.2.1 of the Franchise Agreement) by the Franchise Business (directly or indirectly), whether in cash, equity position, credit or for barter (and, if for credit or barter, whether or not payment is received), or for any other consideration, in connection with any and all activities taking place by, at or through the Franchise Business, or otherwise related to the Franchise Business (directly or indirectly), including, but not limited to, any revenue, fees, commissions or other amounts or compensation in any form, for Commercial Real Estate Services, Auction Services, Leasing Services, Residential Portfolio Brokerage Services, whether approved or otherwise, Ancillary Services and any amounts attributable to any other services or products sold under or in connection with the Marks or for which any of the System is used. Gross Receipts also includes without limitation all revenue, fees, commissions, compensation or other amounts or consideration in any form, including, but not limited to, project management fees, consulting fees, finder fees, multiple listing fees, taxes, commissions, overrides, bonuses and salaries, without deduction for Franchisee’s costs or expenses, received or receivable by or on behalf of any of the salespersons, agents or other representatives of the Franchise Business, in connection with any products or services that are promoted or sold under any of the Marks or the System; provided, however, the definition of Gross Receipts will not include Property Management Revenues unless otherwise approved by Franchisor.

“Guarantor” shall mean each person who signs a personal guaranty, now or in the future, in favor of SVNIPBC and its assignee(s) in connection with Franchisee’s SVN Franchise.

“Initial Franchise Fee” means the fee you must pay SVNIPBC for the right to enter into this Agreement.

“Internet” means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP [Transmission Control Protocol/Internet Protocol], or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

“Intranet” and “Extranet” means an internet website or online resource portal owned or operated by or for SVNIPBC which is accessible only by SVNIPBC, its Related Parties, SVN franchisees and others authorized by SVNIPBC, which may include third party suppliers.

“Intranet Services Agreement” means an Intranet Agreement between SVNIPBC and the Franchisee and Franchisee’s users.

“Leasing Services” means and includes leasing and related lease marketing services you provide to a tenant or landlord, under a contract, including leasing for any properties managed by you.

“Licensed Person” means a Business Entity or individual who possesses a real estate broker’s license or other license required to perform Commercial Real Estate Services or Ancillary Services that is valid and effective in the state in which the Franchise is conducted.

“Manuals” means SVNIPBC’s operations manuals, including the SVNIPBC Confidential Operations Manual, the Branding Guide, and all related manuals now or hereafter created by SVNIPBC for use in the operation of the Franchise, as the same may be amended and revised by SVNIPBC from time to time (except that such amendments will not alter Franchisee’s fundamental status and rights under this Agreement), including all bulletins, supplements and ancillary manuals. References made to the Manuals in this Agreement, or in any amendments, exhibits or schedules hereto, shall be deemed to mean the Manuals kept current by amendments from time to time.

“Platform Fee” shall mean the amount required to be paid by Franchisee pursuant to Section 4.8.3.

“Marks” shall mean the SVN® trademark and service mark and such other trademarks, service marks, logo types, insignias, trade dress, designs, and commercial symbols as SVNIPBC may from time to time authorize or direct Franchisee to use in connection with the operation of an SVN Franchise.

“Minimum Annual Royalty” means the minimum required Royalty amount a Franchisee must pay SVNIPBC, as provided in Section 4.6 of this Agreement.

“Multi-Family Unit” means a building with five (5) or more residential rental units or multiple single-family homes packaged together for sale as a single unit. These qualify as commercial real estate.

“Owner” means for any Franchisee that is a Business Entity: (i) any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of the Franchisee; and

(ii) and any person that controls more than 5% of the voting rights of the Franchisee directly or indirectly through another Business Entity or otherwise; except that if SVNIPBC has any ownership or voting interest in a Franchisee that is a Business Entity, the term “Owner” shall not include or refer to SVNIPBC or its Related Parties, and no obligation or restriction upon “Franchisee”, or its Owners, directors or officers shall bind SVNIPBC or its Related Parties, or their respective Owners, directors or officers.

“Partner” means any partner of a Partnership.

“Partnership” means any general partnership, limited partnership or limited liability partnership.

“Partnership Rights” means voting power, property, profits or losses, or partnership interests of a Partner.

“Permitted Outside Services” means offering or performing those specific services, if any, described in Schedule D independently from and not under the Franchise and the Marks. If listed on Schedule D, such services may include services like residential brokerage development, construction; insurance; title insurance or searches; real estate syndicating; mortgage banking, escrow or appraisal service.

“Policies” shall mean and refer to the standards, specifications, policies, procedures, protocols and restrictions as SVNIPBC may establish and revise from time to time, whether contained in the Manuals or as SVNIPBC may otherwise direct in writing.

“Pre-Conversion Sales” means sales from an existing commercial real estate services business before it converts to an SVN Franchise Business.

“Primary Market Area” means the geographic area in which you perform a majority of your Commercial Real Estate Services as of the Effective Date and which is identified in Section 2.3 of this Agreement.

“Production Royalty or Royalties” is the royalty fee that you must pay SVNIPBC on Gross Receipts as specified in this Agreement.

“Property Management Revenues” means all Gross Receipts received or receivable by the Franchise Business (directly or indirectly) in connection with Property Management Services.

“Property Management Royalty or Royalties” means the royalty you must pay to SVNIPBC based on Property Management Revenues, as specified in this Agreement.

“Property Management Services” means commercial property management services, including Multi-family Properties consisting of five (5) or more residential units, provided by Franchisee under a contract, including rent collection, contract service management, maintenance income, construction management or administration, project management, property accounting, asset management and lease administration, but excludes Leasing Services.

“Property Manager” means an employee, agent, or associate in a Franchise Business who manages property for a fee.

“Receivable” means including the face value of any notes and the fair market value, as reasonably defined by SVNIPBC, of any equity or non-cash consideration you make take in lieu of commissions.

“Related Party(ies)” when used herein in connection with SVNIPBC or Franchisee, includes each person or Business Entity that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with SVNIPBC or Franchisee, as applicable. Without limiting the foregoing, the term “Related Party” when used herein in connection with Franchisee includes any Business Entity 5% or more of whose Equity or voting control, is held by person (s) or Business Entities who, jointly or severally, hold 5% or more of the Equity or voting control of Franchisee. The term “Related Party” when used herein in connection with SVNIPBC is not intended to include Franchisee or other persons or Business Entities merely because they have executed Franchise agreements with SVNIPBC.

“Residential Real Estate Brokerage Services” means acting as a broker, salesperson, agent or finder for or on behalf of sellers, buyers, lessors, tenants or others in connection with the listing, co-listing, offering, selling, managing, purchasing, exchanging, leasing, renting of any Residential Property and personal property ancillary thereto.

“Residential Property” means real property that consists of four (4) or fewer residential units or individual lots for the same. This type of property may not be sold using the Marks.

“Restricted Person” means Franchisee, each of your Owners, and each officer, director, partner (including each of the officers, directors, and managers of any general partner of a partnership and of any related party) manager, member (in the case of a limited liability company) and the Broker in Charge, Managing Director, Authorized Salespersons, office managers, and such other personnel of Franchisee Franchisor may identify from time-to-time.

“Royalties” means the Property Management Royalties and Production Royalties.

“Small Market” means any metropolitan statistical area with a population of less than 300,000 people.

“Special Accounts” means entities/organizations/retail chains having multiple, commonly branded or similarly associated outlet facilities, which typically, but not necessarily, operate nationally or regionally and have outlets located over multiple Franchisee Primary Market Areas, as described in Section 4.3 of this Agreement.

“SVN” means the trade name and service mark owned by SVNIPBC.

“SVN Franchise” means a system for the operation of a commercial real estate services business operated under the Marks as it may be modified by SVNIPBC from time to time and which includes, but is not necessarily limited to, various operating methods; SVNIPBC support sites (“SVNIPBC Technology Systems”), inclusive of any online tracking system, online publisher and/or other software/technology platform or system tools SVNIPBC may implement over time; techniques; Policies; distinctive signs; Confidential Materials and Practices; record-keeping and marketing techniques.

“SVN franchisee(s)” or “franchisee(s)” means any person or entity licensed by SVNIPBC from time to time to offer and sell Commercial Real Estate Services under the Marks and System.

“SVN Office” means an independently owned and operated business conducted by an SVN franchisee.

“SVN System Transaction” means a transaction whereby Commercial Real Estate Services are provided in connection with, or by referral from, (i) any broker, salesperson or Related Party of SVNIPBC, or (ii) an SVN franchisee, or any person or Business Entity associated with, or acting on behalf of any SVN franchisee other than Franchisee.

“SVNIPBC” means SVN International PBC.

“SVNIPBC Intranet User Agreement” means the agreement between SVNIPBC and a person or Business Entity authorizing use and access to the Intranet Services.

“SVNIPBC Technology Systems” includes any and all technology, websites, intranet, application, communication, internal and external online publishing, marketing, listing and royalty production system developed, licensed or owned and/or operated by SVNIPBC.

“System” means a system for the operation of a commercial real estate franchise conducted under the Marks, developed by SVNIPBC and/or a Related Party of SVNIPBC, and which SVNIPBC owns or has the right to sublicense, which system includes various operating methods; any SVN Technology System inclusive of any online tracking system, online publisher and/or other software/technology platform or system tools SVNIPBC may implement over time; techniques; Policies; distinctive signs; Confidential Materials and Practices; record-keeping and marketing techniques.

“Term” means the 5-year period beginning on the Effective Date and ending on the Franchise Expiration Date.

“Transaction Closing” means the closing of any sale, exchange, auction, rental or lease of real property, in connection with which Franchisee has performed Approved Services, including any escrow closing, if applicable.

“Travel Expenses” means costs and expenses incurred by or assessed in connection with travel, including airfare, hotel/lodging, local transportation, meals, and, with regard to SVNIPBC’s employees’, salespersons’, agents’ and/or representatives’ expenses, a per diem charge determined by SVNIPBC in advance, with respect to other incidental expenses incurred, including, without limitation, laundry and/or telephone expenses. It also includes all Wages and other expenses, if any, incurred by Franchisee and its Broker in Charge and Authorized Salespersons to attend any training programs that may be offered.

“URL” means uniform resource locator.

“Wages” means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit-sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

SCHEDULE "A"

FRANCHISEE INFORMATION

Franchisee is a (check as applicable):

sole proprietor limited partnership
corporation general partnership
limited liability company Other (specify): _____

The name and address of each Owner of the Franchise/Franchisee:

<u>NAME</u>	<u>ADDRESS</u>	<u>NUMBER OF SHARES OR PERCENTAGE INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

There is set forth below the name and address of each director or manager, as applicable, of Franchisee:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Franchise:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

The address where Franchisee's Financial Records and Business Entity records (e.g. Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

Franchisee Representations and Acknowledgments:

Franchisee agrees to notify Franchisor of any changes in the information provided in this Schedule A within ten (10) days of the occurrence of each such change.

Franchisee represents and warrants that the information provide in this Schedule A is accurate and complete as of the Effective Date of this Agreement.

“FRANCHISEE”

(Print name of Franchisee here)

[an individual, as sole proprietor]
[a corporation]
[a partnership]
[a limited liability company],

(Signature line)

By: _____
(Print Signer's Name)

Its: _____
(Title/Capacity)

SCHEDULE "B"

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS (this "Guaranty") is given this ____ day of _____ 20__, by the undersigned.

FRANCHISEE: _____, a _____

Date of SVN Franchise Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the abovementioned SVN Franchise Agreement (the "Agreement") by SVN International PBC ("SVNIPBC"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to SVNIPBC, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by SVNIPBC of the foregoing undertakings;
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 or she may have to require that an action be brought against Franchisee or any other person as a condition of liability;
5. all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty by the undersigned (including by way of counterparts); and
6. any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

1. his or her direct and immediate liability under this Guaranty shall be joint and several not only with Franchisee, but also among the Guarantors;

2. he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;
3. such liability shall not be contingent or conditioned upon pursuit by SVNIPBC of any remedies against Franchisee or any other person;
4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which SVNIPBC may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to SVNIPBC under the Agreement; and
5. the written acknowledgment of Franchisee, accepted in writing by SVNIPBC, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee shall be conclusive and binding on the undersigned as guarantors.

If SVNIPBC is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If SVNIPBC is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse SVNIPBC for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each of the undersigned has here unto affixed his or her signature on the date noted below.

GUARANTOR(S) OF FRANCHISEE ENTITY

PERCENTAGE OF OWNERSHIP IN FRANCHISEE

By: _____

_____ %

Print Name: _____

Date: _____

By: _____

_____ %

Print Name: _____

Date: _____

SCHEDULE "C"
PERMITTED ANCILLARY SERVICE(S)
(Section 6.3.4)

Franchisee acknowledges and agrees that, as defined in Appendix I, "Ancillary Services" means offering or performing those specific services identified above which are ancillary and in addition to Commercial Real Estate Services, which term is defined in Appendix I as acting as a broker, salesperson, agent or finder for or on behalf of sellers, buyers, lessors, tenants or others in connection with the listing, co-listing, offering, selling, purchasing, exchanging, auctioning, leasing, renting, consulting, expert witness testimony, or managing of commercial real property, including vacant land transactions (excluding Residential Property, but including Approved Residential Portfolio Sales) and personal property ancillary thereto, and providing mortgage loan brokerage services. In no event will SVNIPBC consent, and no Person executing this Agreement on SVNIPBC's behalf shall have authority to give consent, to any of the following types of services being offered under or in connection with the SVN Franchise or under the SVN Marks, and the following shall be deemed excluded and unpermitted services, even if inadvertently listed above: residential brokerage, development, construction; insurance; title insurance or searches; real estate syndicating; mortgage banking, escrow or appraisal service.

SCHEDULE "D"
PERMITTED OUTSIDE SERVICE(S)
(Section 6.3.6)

Type of Permitted Outside Service:

Trade Name under which to be conducted:

Other Conditions (subject to Additional SVN Policies):

Franchisee acknowledges that Section 6.3.6 prohibits Franchisee from offering and selling any services other than Approved Services, except for a Permitted Outside Service. If any, Permitted Outside Service is identified above on this Schedule D, such service(s) shall only be offered and sold by Franchisee independently of and not under the SVN Marks or through or in connection with the Franchise Business. Examples, if scheduled above, may include: residential brokerage, development, construction; insurance; title insurance or searches; real estate syndicating; mortgage banking, escrow or appraisal services.

SCHEDULE "E"

SVN CORE COVENANTS

- ~~1. Create amazing value with my clients, colleagues and community.~~
- ~~2. Cooperate proactively and place my clients' best interests above my own.~~
- ~~3. Include, respect and support all members of the commercial real estate industry.~~
- ~~4. Honor my commitments.~~
- ~~5. Personify and uphold the SVN® brand.~~
- ~~6. Resolve conflicts quickly, positively and effectively.~~
- ~~7. Take personal responsibility for achieving my own potential.~~
- ~~8. Excel in my market area and specialty.~~
- ~~9. Focus on the positive and possible.~~
- ~~10. Nurture my career while valuing the importance of family, health and community.~~

~~In order to create and nurture a positive working environment and perform as a professional with accountability, responsibility and authority, I agree to abide by these Core Covenants in my capacity as a Franchisee in the SVN System.~~

"Franchisee"

~~(Print name of Franchisee here)~~

~~{an individual, as sole proprietor}~~

~~{a corporation}~~

~~{a partnership}~~

~~{a limited liability company},~~ _____

~~(Signature line)~~

By: _____

~~(Print Signer's Name)~~

Its: _____

~~(Title/Capacity)~~

Date: _____

SCHEDULE "F"

ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement (this "Agreement") is made on this ____ day of _____, 20__, by and between SVN International PBC, ("Franchisor" or "SVNIPBC") and _____ or their assignee if a partnership, corporation or limited liability company is later formed ("Franchisee").

WHEREAS, Franchisor and Franchisee are parties to an SVN Franchise Agreement executed on _____ (the "Franchise Agreement") and desire to enter into this Agreement as an addendum to the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. Franchisee shall pay any and all fees and other charges in connection with this Agreement and the Franchise Agreement (including, without limitation, the continuing Royalties and Platform Fees, and any applicable late fees and interest charges) by electronic, computer, wire, automated transfer, ACH debiting, and bank clearing services (collectively "electronic funds transfers" or "EFT"), and Franchisee shall undertake all action necessary to accomplish such transfers.

B. Franchisee authorizes Franchisee's bank or other financial institution to accept debit originations, electronic debit entries, or other EFT, and electronically deposit fees and contributions owing Franchisor directly to Franchisor's bank account(s). Upon Franchisor's request, Franchisee shall deliver to Franchisor all additional information that Franchisor deems necessary (including, without limitation, financial institution of origin and relevant accounts and ABA/transit numbers for any new bank accounts that Franchisee opens after the date of this Agreement) in connection with such EFT.

C. By executing this Agreement, Franchisee authorizes Franchisor to withdraw funds at such days and times as Franchisor shall determine via EFT from Franchisee's bank account for all fees and other charges in connection with the Franchise Agreement and this Agreement, as described in the first sentence of this Paragraph. Franchisee authorizes monthly ACH debits via EFT based on an amount equal to the total monthly amount due Franchisor under the terms of the Franchise Agreement.

D. Franchisee is responsible for paying all service charges and other fees imposed or otherwise resulting from action by Franchisee's bank in connection with EFT by Franchisor, including, without limitation, any and all service charges and other fees arising in connection with any EFT by Franchisor not being honored or processed by Franchisee's bank for any reason. Upon written notice by Franchisor to Franchisee, Franchisee may be required to pay any amount(s) due under the Franchise Agreement and/or this Agreement directly to Franchisor by check or other non-electronic means in lieu of EFT at Franchisor's discretion. It shall be a non-curable event of default under Article 12 of the Franchise Agreement if Franchisee closes any bank account without completing all of the following forthwith after such closing: (1) immediately notifying Franchisor thereof in writing, (2) immediately establishing another bank account, and (3) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by EFT as this Agreement permits.

E. Except as specifically set forth in this Agreement, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Agreement is attached to and upon execution becomes an integral part of the Franchise Agreement.

F. Wherefore, the parties have set forth their hand and seal on the day and date first above written.

“Franchisor”

SVN International PBC, a Delaware Public Benefit Corporation

By: _____

Its: _____

“Franchisee”

(Print name of Franchisee here)

[an individual, as sole proprietor]

[a corporation]

[a partnership]

[a limited liability company],

(Signature line)

By: _____
(Print Signer’s Name)

Its: _____
(Title/Capacity)

SCHEDULE "GF"

FRANCHISEE INTRANET SERVICES AGREEMENT

This FRANCHISEE INTRANET SERVICES AGREEMENT (this "Agreement") is attached to and made a part of that certain Franchise Agreement, including all exhibits thereto, executed contemporaneously herewith and dated effective as of _____, 20__, (the "Effective Date") by and between SVN International PBC, a Delaware Public Benefit Corporation ("SVNIPBC"), and _____, [an individual, as sole proprietor] [individuals] [a corporation] [a partnership] [a limited liability company], hereinafter individually and collectively known as "Franchisee" or "you," (the "Franchise Agreement") with reference to the following facts:

RECITALS

WHEREAS, SVNIPBC and Franchisee have entered into the Franchise Agreement under which Franchisee operates an SVN Franchise.

WHEREAS, the services referenced herein ("Intranet Services") have been created for or are operated by SVNIPBC to facilitate communication between and among its franchisees ("Franchisees"), employees and authorized third parties in connection with the operation of an SVN Franchise.

WHEREAS, the term "Intranet Services," as used in this Agreement, may include, but is not limited to, access to various administration tools for the input/delivery of SVN Franchise information and data as requested/required by SVNIPBC, email, online publishing, online marketing, online syndication, resource portals, dashboards, online discussion forums, file libraries, access to the Intranet computing and information services and software, information, receipted communications, training materials and manuals, interactive forums, and other content chosen by SVNIPBC from time to time in its sole discretion. In addition, third parties may provide information, software and other content, licensed by SVNIPBC, which may be accessed over the Intranet Services.

WHEREAS, capitalized terms used in this Addendum shall have the meaning as set forth in the Franchise Agreement, unless otherwise provided herein.

WHEREAS, SVNIPBC wishes to provide Intranet Services to Franchisee and, in exchange for the privilege of obtaining access to the Intranet Services, Franchisee hereby agrees to the terms and conditions as stated in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. INTRANET SERVICES

SVNIPBC hereby grants Franchisee the right, with a standard web browsing program not supplied by SVNIPBC (a "Browser") to use, pursuant to this Agreement, the Intranet Services, which may contain information, software, images, audio and video clips, graphics and other material (collectively, the "Content"), solely for Franchisee's use in performing services for the applicable SVN Franchise. The right granted to Franchisee hereunder is revocable, non-exclusive, and non-transferable. Franchisee may not share its access with others or distribute Content not intended for public distribution, without written permission of SVNIPBC. Franchisee may not use, access, copy or disclose any Content in any manner after the termination of this Agreement, except to the extent any such Content is otherwise

available to the general public. Franchisee understands that SVNIPBC may limit Franchisee's access to Intranet Services as it deems appropriate to Franchisee's role in the SVN Franchise and in its sole discretion.

2. RULES OF CONDUCT ON THE INTRANET

Franchisee may use the Intranet Services for lawful purposes only. Franchisee may not post to, upload to, or distribute or otherwise publish through the Intranet Services, any Content that (a) is libelous, defamatory, obscene, disrespectful, inflammatory, pornographic, abusive, harassing or threatening, offensive or otherwise objectionable to SVNIPBC in its sole and absolute discretion, (b) contains viruses or other contaminating or destructive features, (c) violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or (d) constitutes unsolicited bulk e-mail, junk mail, spam or chain letters, or (e) otherwise violates any applicable laws or regulations. Franchisee may not use the Intranet Service for any commercial purpose other than providing services to the applicable SVN Franchise and may not disclose any information or Content to any person or company that is not otherwise available to the general public unless authorized under this Agreement. Franchisee shall not allow any person to access the Intranet Services (a "User") who is not expressly authorized by SVNIPBC in writing. Franchisee may not distribute over the Intranet Services any advertising or solicitation of funds or goods and services unrelated to the applicable SVN Franchise Business. Franchisee may not, without the written approval of SVNIPBC, send unsolicited advertising or promotional material. Franchisee shall comply with the email-related and other User policies posted on the my.svn.com dashboard from time to time.

3. USE REQUIREMENTS

Franchisee is responsible for reading and paying appropriate attention to warnings, notices and instructions presented in various areas of the Intranet Services. As part of the authorization process, Franchisee may be given a User ID and password. Franchisee must provide accurate, complete, and current information, as required by SVNIPBC, and agrees to provide SVNIPBC with any updates to that information promptly after such changes occur. Franchisee agrees to comply with the terms of any third-party software license as applicable to the use of the Intranet Services and any communication from SVNIPBC advising of such compliance requirements.

4. DISCLAIMER AS TO CONTENT

4.1 SVNIPBC does not and cannot review generally the content posted by all Users at all times ("Users' Content") and is not responsible for such Users' Content. However, SVNIPBC reserves the right to cancel access to, and/or delete, move, or edit any Users' Content, including Franchisees', that it may determine, in its sole discretion, violates this Agreement or any law/regulation, or is otherwise inappropriate in SVNIPBC's judgment. Franchisee shall remain solely responsible for all Users' Content posted by Franchisee or by any other person using an account related to your SVN Franchise. SVNIPBC shall have the right, but not the obligation, to correct any errors or omissions in any Users' Content, as it may determine in its sole discretion. SVNIPBC does not and shall not be deemed to verify, endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Intranet Service.

4.2 SVNIPBC does not represent or endorse the accuracy or reliability of any Users' Content displayed, or posted on any social network, message board, listing service, blog or otherwise distributed through the Intranet Services by any User, information provider or any other third party. SVNIPBC

expressly disclaims any liability related to Users' Content, and you acknowledge that any reliance upon such Users' Content shall be at your sole risk.

5. OWNERSHIP OF CONTENT AND EXPECTATION OF PRIVACY

5.1 Franchisee acknowledges and agrees that SVNIPBC may reproduce, distribute, transmit, or publish any software, file, information, communication or other content received or accessed through the Intranet Services.

5.2 Upon the execution of this Agreement, SVNIPBC will create personal "svn.com" email addresses and accounts for Franchisee and its employees, independent contractors and representatives who will be working on SVN related business. These addresses and accounts will provide Franchisee and its employees, independent contractors and representatives with access to our Technology Systems, including, but not limited to, Google Apps and BuildOut™. SVNIPBC may charge Franchisee a fee for access to and use of the online marketing system, which is currently "BuildOut," and for any other online software program it may provide Franchisee access to (e.g., CoStar™). SVNIPBC will provide initial passwords to Franchisee for use in setting up personal "svn.com" email accounts. Once account setup is complete, Franchisee agrees to change all initial passwords to unique passwords, which password will be unknown to SVNIPBC and others. After Franchisee and its employees, independent contractors and representatives change the initial passwords, SVNIPBC will not have access to Franchisee's personal "svn.com" email accounts.

5.3 Franchisee agrees to pay SVNIPBC the then-current "SVN User Account Fee," which is currently \$45 per each active "svn.com" email address/account at the Franchise Business per calendar quarter, upon receipt of invoice from SVNIPBC. SVNIPBC may increase this Fee upon thirty (30) days' prior written notice to the Franchisee. SVNIPBC will charge Franchisee for each active "svn.com" email address/account assigned to Franchisee, its employees, independent contractors and representatives, at the end of each calendar quarter. Franchisee may continue to pay for email addresses/accounts assigned to its employees, independent contractors, and representatives, after such individuals have ceased to be employed or hired by Franchisee. The email passwords will be changed for all such accounts.

5.4 Franchisee acknowledges and agrees that SVNIPBC is not responsible or liable for the privacy in or to any communications transmitted via the Intranet Services. In the event of a dispute between you and your employee, an independent contractor, or representative, or another individual or entity, SVNIPBC will only produce related emails, attachments to emails and/or email history in SVNIPBC's possession in response to a legal request in writing, signed by an authorized official of the requesting agency and issued under an appropriate law (e.g., a subpoena, court order, warrant, etc.) If SVNIPBC believes a request is overly broad, SVNIPBC will seek to narrow it. SVNIPBC will attempt to notify you via email before any information is disclosed. SVNIPBC reserves the right to voluntarily produce (e.g., without a subpoena, court order, etc.) any and all documents, including, but not limited to, yours, your employees, independent contractors and representatives' emails, and any attachments thereto, that are sent to or sent from SVNIPBC and thus in SVNIPBC's possession, in order to defend SVNIPBC and its Related Parties.

5.5 Franchisee acknowledges and agrees that SVNIPBC is not responsible for or obligated to "back-up" any email data pertaining to Franchisee's personal "svn.com" email accounts. Provided they obtain appropriate authorization in advance, Franchisee is permitted to back-up and obtain access to

any email data of its employees, independent contractors and representatives both during their engagement with Franchisee and/or during a 30-day period following a termination.

6. MISUSE OF ACCOUNT/PASSWORDS

No Franchisee or employee, independent contractor or representative shall use another User's account/password.

7. MODIFICATIONS TO INTRANET SERVICES AND THIS AGREEMENT

7.1 SVNIPBC may, at any time, by notice published electronically using the Intranet Services, modify this Agreement and/or Intranet Services User policies. Franchisee will comply with all such modifications/policies.

7.2 SVNIPBC, in its sole discretion and without notice, may discontinue, add to or revise any part of the Intranet Services and modify, supplement, delete, discontinue or remove any Content appearing on or transmitted through the Intranet Services.

7.3 If SVNIPBC advises you that all or part of the Manuals or other specifications, standards and operating procedures are posted on a website or dashboard, you agree that it is your responsibility to monitor the website and/or dashboard for any changes, additions or deletions in the information provided.

7.4 Failure to comply with the terms of this Agreement may result in disciplinary action (including possible termination of any SVN Franchise relationship) and/or subject Franchisee to termination of Franchisee's rights under this Agreement and/or legal action by SVNIPBC.

8. INTRANET SERVICES AVAILABILITY AND TERM

8.1 SVNIPBC uses reasonable efforts to sustain system availability. SVNIPBC is not responsible for any down time. SVNIPBC is not responsible for any technical difficulties resulting from the Internet access, computer hardware or software, or otherwise.

8.2 SVNIPBC reserves the right, in its sole discretion, to restrict, suspend or terminate Franchisee's right to use all or any part of the Intranet Services at any time without cause, notice or liability and without any obligation.

8.3 SVNIPBC may change, suspend or discontinue all or any aspect of the Intranet Services, including any related database or Content, at any time, without prior notice or liability.

8.4 This Agreement will automatically terminate at such time as Franchisee is no longer an SVN Franchisee, unless earlier terminated as provided in this Agreement. Upon termination, transfer or expiration of this Agreement, you agree to immediately pay to us any amounts then owed to us and/or an Affiliate or designee and discontinue all use of, and to return to us upon our request and as applicable, any software, technology, materials, documents, disks, manuals or any other information provided to you by us, including any backup copies. The confidentiality, non-disclosure and non-use provisions of Sections 1 and 2, above, as well as the provisions of the Franchise Agreement, including, but not limited to, Sections 5, 9, 10, 12, 13, 15, 16, 17, 18 and 19 shall survive the termination, transfer and/or expiration of this Agreement, along with any other provision that by its nature survives such termination, transfer and/or expiration.

9. COPYRIGHT AND LICENSES

9.1 SVNIPBC reserves all copyrights and other rights in and to any Content available through the Intranet Services and which is identified as, claimed by SVNIPBC as, or known by Franchisee to be, proprietary to SVNIPBC or other User. The Content on the Intranet Services is protected under applicable copyright law, including as a collective work. All copying, modification, distribution, publication or other use by Franchisee, or by any user of Franchisee's account, of any such Content or other works is prohibited, except as expressly permitted by SVNIPBC.

9.2 Franchisee grants to SVNIPBC and its Related Parties a non-exclusive, paid-up, perpetual and worldwide right to copy on any medium, distribute, display, perform, translate, adapt, modify and otherwise use in connection with the business of SVNIPBC and its Related Parties any and all software, files, information, communications and other content which Franchisee places on the Intranet.

10. USE OF DATA, INFORMATION, AND COMMUNICATIONS.

Franchisee acknowledges and agrees that SVNIPBC may share with other persons or entities User lists. "User lists" includes name and other identifying data of Franchisees and other users.

Franchisee acknowledges that User lists may be used for:

1. Directing e-mail or other communications from SVNIPBC to the Franchisee.
2. Sharing User Lists with SVN franchises and Related Parties.
3. Directing limited commercial or promotional communications to Franchisees pursuant to SVNIPBC's Supplier Program.
4. Other uses as deemed appropriate solely by SVNIPBC for its internal information and records and for the conduct of business between SVNIPBC and its franchises and Related Parties.

SVNIPBC may provide information and records relating to Franchisee and Users to courts, law enforcement agencies, or others involved in prosecuting claims or investigations upon request for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity.

11. MISCELLANEOUS PROVISIONS

11.1 SVNIPBC can limit access for any additional authorized User for your SVN Franchise to certain website pages and/or portions of the Intranet Services; can require such User to sign an authorized User's agreement in a form approved and provided to you by SVNIPBC; and reserves the right to charge a reasonable fee for any such additional User. You agree in all events that you are responsible for ensuring that your employees, agents and representatives do not have access to the Intranet Services and Content unless authorized in writing by SVNIPBC and as provided in this Agreement.

11.2 Franchisee may not use, access, copy or disclose, or permit any other person/entity to use, access, copy or disclose, any Content in any manner after the termination of this Agreement unless it is clearly available to the general public.

11.3 Intranet Services and Content are Confidential Information for purposes of the Franchise Agreement and Franchisee shall treat them accordingly.

11.4 Franchisee represents and warrants that Franchisee has purchased or intends to purchase shortly computer equipment and system components (the "Computer Equipment") meeting our standards and specifications as of the date of this Agreement. You understand and agree that SVNIPBC has the right to modify the Computer Equipment specifications from time to time and that your Computer Equipment may or may not be compatible with, or upgradeable to meet, any new specification necessary to operate the Intranet Services or any component at a future date.

11.5 You acknowledge and agree that the Intranet Services and/or Content, now or in the future, may contain a utility or employ a security device designed to prevent unauthorized use if this Agreement and/or the Franchise Agreement is terminated or you default under any term of this Agreement or the Franchise Agreement. IF YOU HAVE BEEN NOTIFIED BY US IN WRITING OF A DEFAULT UNDER THIS AGREEMENT OR NOTIFIED BY US OF A DEFAULT UNDER THE FRANCHISE AGREEMENT, OR IF THIS AGREEMENT EXPIRES OR IS TERMINATED FOR ANY REASON, YOU MAY NOT HAVE ACCESS TO ANY CONTENT OR YOUR DATA AND YOU MAY EXPERIENCE A DISRUPTION OF BUSINESS AS A RESULT OF AN INABILITY TO ACCESS OUR INTRANET SERVICES AND/OR DATA. You acknowledge and agree that security of the systems is essential to preserve, among other things, the goodwill of the SVN Franchise system and may be accidentally or inadvertently activated. Under no circumstances will SVNIPBC or any of its Related Parties or designees be liable to you for any damages, regardless of the nature or source, resulting from the activation of this security utility or device at any time during or after the term of this Agreement.

11.6 You agree to require your employees, agents, contractors or other parties authorized by you (and by us) for access to the Intranet Services and/or Content to abide by the terms and conditions of this Agreement/any additional User agreement and to be responsible for their failure to comply therewith.

11.7 To the extent that any provision of this Agreement conflicts with the terms of the Franchise Agreement, the Franchise Agreement shall control.

12. DEFAULT AND TERMINATION

12.1 SVNIPBC reserves the right to restrict, suspend or terminate Franchisee's right to use all or any part of the Intranet Services at any time without cause, notice or liability and without any obligation, if Franchisee is in default of any SVN Franchise Agreement or any other Agreement between SVNIPBC and/or SVNIPBC's Related Parties and Franchisee.

12.2 This Agreement may be terminated as follows:

i. Termination with Right to Cure: If either party defaults in the performance of any term or condition of this Agreement such party shall have thirty (30) days after receipt of written notice to cure such default by correcting the same. If the defaulting party fails to cure such default within the 30-day period, the party not in default shall have the right to terminate this Agreement without further notice to the other party. A default by you under this Agreement includes but is not limited to a failure to pay any fee obligation on a timely basis, to remain in Good Standing under any SVN Franchise Agreement or to use the Intranet Services and/or Content as intended by this Agreement.

ii. Termination by Us without Opportunity to Cure: SVNIPBC may choose in our sole discretion to terminate this Agreement, effective upon delivery of written notice to you and without opportunity to cure, if you:

- a. Cease to be an SVN franchisee or SVN franchise owner;
- b. Breach any non-disclosure provision of this Agreement or terms of use; or
- c. Attempt an unauthorized transfer of this Agreement or any property provided to you hereunder.

13. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITY

13.1 **"AS IS, AS AVAILABLE."** THE INTRANET SERVICES AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER SVNIPBC, ANY THIRD-PARTY CONTENT/HOSTING SERVICES/DEVELOPMENT SERVICES PROVIDERS, NOR OUR OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER SVNIPBC NOR ANY PROVIDER OF THIRD-PARTY CONTENT/HOSTING SERVICES/DEVELOPMENT SERVICES OR OUR OR THEIR RESPECTIVE AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES SVNIPBC, ANY THIRD-PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE CONTENT.

13.2 NEITHER SVNIPBC, ANY THIRD-PARTY CONTENT PROVIDER NOR OUR OR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF SVNIPBC, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. INDEMNITY

Franchisee hereby agrees to indemnify, defend and hold SVNIPBC and its Related Parties, and all of their respective officers, directors, members, employees, owners, agents, and affiliates (collectively, the "SVNIPBC Representatives") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees, and interest on such costs and expenses) incurred by SVNIPBC or any SVNIPBC Representative in connection with any claim arising out of any use of the password and/or the Intranet Services by Franchisee, including but not limited to any violation of this Agreement or placement on or over, or retrieval from or through, the Intranet Services of any software, file, information, communication or other content. SVNIPBC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification.

15. ASSIGNS, CONDITIONS TO TRANSFER, CUMULATIVE RIGHTS

This Agreement is binding on the undersigned and their assigns and successors. Transfer or assignment of Franchisee's rights or delegation of obligations under this Agreement and/or in connection with Intranet Services is prohibited and any attempted transfer will be void. SVNIPBC can assign or delegate in whole or in part any or all of SVNIPBC's rights and/or duties under this Agreement. Any invalid or unenforceable provision shall be deemed modified to the extent required, and the parties shall be bound thereby. SVNIPBC's failure to exercise any remedy hereunder shall not be construed as a waiver of any of its rights hereunder. The rights and remedies provided in this Agreement are cumulative and neither party will be prohibited from exercising any rights or remedies under this Agreement or as permitted under law.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the Effective Date.

"SVNIPBC"

SVN International PBC, a Delaware Public
Benefit Corporation

By: _____

Its: _____

"FRANCHISEE"

(Print name of Franchisee here)

[an individual, as sole proprietor]

[a corporation]

[a partnership]

[a limited liability company]

(Signature line)

By: _____
(Print Signer's Name)

Its: _____
(Title/Capacity)

(Signature line)

By: _____
(Print Signer's Name)

Its: _____
(Title/Capacity)

~~4915-4052-9424~~4932-1433-2042, v. ~~7~~6

EXHIBIT D
TO FRANCHISE DISCLOSURE DOCUMENT
RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

**RENEWAL ADDENDUM
TO THE SVN FRANCHISE AGREEMENT**

This **RENEWAL ADDENDUM TO THE SVN FRANCHISE AGREEMENT** (this "Addendum") is attached to and made a part of that certain Franchise Agreement, including all exhibits thereto, executed contemporaneously herewith and dated effective as of _____, 20__, (the "Effective Date") by and between SVN International PBC, a Delaware Public Benefit Corporation ("SVNIPBC"), and _____, [an individual, as sole proprietor] [individuals] [a corporation] [a partnership] [a limited liability company], hereinafter individually and collectively known as "Franchisee" or "you," (the "Franchise Agreement") with reference to the following facts:

RECITALS

WHEREAS, SVNIPBC, formerly known as SVN International Corp., and Franchisee have executed the Franchise Agreement effective as of the expiration date of the Franchisee's existing Franchise Agreement (the "Existing Agreement"), with respect to that certain Franchise at the Franchisee Business Address: ~~;~~ and

WHEREAS, ~~capitalized terms used in this Addendum shall have the meaning as set forth in the Franchise Agreement, unless otherwise provided herein~~ the parties have agreed to amend the Franchise Agreement pursuant to the terms of this Addendum.

NOW, THEREFORE, the parties agree as follows:

1. Initial Franchise Fee. Notwithstanding anything to the contrary in Section 4.1 of the Franchise Agreement, you shall not be required to pay an Initial Franchise Fee to SVNIPBC.
2. Renewal Fee. ~~You~~ Unless we agree otherwise, you shall pay a renewal fee of ~~\$5,000~~ 15,000 to SVNIPBC simultaneously with your execution of this ~~Agreement~~ Addendum in accordance with the terms of the Existing Agreement.
3. Royalties and Minimum Annual Royalty. Notwithstanding anything to the contrary in Sections 4.2 and 4.6 of the Franchise Agreement, the parties acknowledge and agree that all Royalties, ~~including the applicable Minimum Annual Royalty,~~ shall be calculated and paid under the Franchise Agreement as though the Franchise Agreement had been in effect since the beginning of the calendar year in which it ~~is~~ was executed, ~~and without any pro-rata adjustments in amounts due thereunder~~ but the Minimum Annual Royalty shall be adjusted on a pro-rata basis based upon the number of full months remaining in the calendar year in which the Franchise Agreement was executed.
4. Term. ~~The~~ Unless otherwise agreed to by SVNIPBC, the renewal term shall be for a period of five (5) years. ~~Under certain circumstances, SVNIPBC may, in its sole discretion, allow you to renew for a shorter or longer period of time up to ten (10) years.~~
5. Pre-Opening Services. You acknowledge with respect to Section 5.2.1 of the Franchise Agreement that you have already received one copy of the Manuals pursuant to the Existing Agreement.

6. Insurance. Franchisee must meet as of the Effective Date of the Franchise Agreement and demonstrate to SVNIPBC upon request and to its satisfaction that Franchisee has met during the term of the Existing Agreement, the insurance coverage requirements established by SVNIPBC under Section 14.1 of the Franchise Agreement and as specified in the Manuals.

7. Terms. Capitalized terms used in this Addendum but not defined herein shall have the meaning set forth in the Franchise Agreement.

8. Effect of Addendum. Except as expressly amended by this Addendum, the terms of the Franchise Agreement remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Franchise Agreement and the provisions of this Addendum, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed effective as of the "Effective Date" of the Franchise Agreement.

"SVNIPBC"

SVN International PBC, a Delaware Public Benefit Corporation

By: _____

Its: _____

Date: _____

"Franchisee"

[Print name of Franchisee(s) here]

[an individual, as sole proprietor]

[a corporation]

[a partnership]

[a limited liability company],

By: _____
(Signature)

Print: _____
(Print Signer's Name)

Its: _____

Date: _____

**EXHIBIT E
TO FRANCHISE DISCLOSURE DOCUMENT**

FINANCIAL STATEMENTS

~~THE UNAUDITED FINANCIAL STATEMENTS AS OF FEBRUARY 28, 2025 ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENTS AND FORM.~~

EXHIBIT REPLACED IN ITS ENTIRETY

SVN INTERNATIONAL PBC
FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2025, 2024 AND 2023
AND
INDEPENDENT AUDITORS' REPORT

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INDEPENDENT AUDITORS' REPORT

Board of Directors
SVN International PBC
Brookline, Massachusetts

Opinion

We have audited the accompanying financial statements of SVN International PBC (a Delaware Subchapter S-Corporation), which comprise the balance sheets as of December 31, 2025, 2024, and 2023 and the related statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SVN International PBC as of December 31, 2025, 2024, and 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SVN International PBC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of SVN International PBC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about SVN International PBC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

MRPR Group, P.C.

Southfield, Michigan
March 2, 2026

SVN INTERNATIONAL PBC

BALANCE SHEETS
DECEMBER 31, 2025, 2024 AND 2023

ASSETS

	<u>2025</u>	<u>2024</u>	<u>2023</u>
CURRENT ASSETS:			
Cash and cash equivalents	\$ 1,521,947	\$ 927,878	\$ 2,867,095
Marketable securities	-	-	502,595
Production royalties receivable	216,822	421,304	340,556
Accounts receivable, net of allowance of \$173,693, \$166,773, and \$76,895	232,029	575,418	223,635
Related party receivable	-	-	7,935
Prepaid expenses and other assets	<u>617,086</u>	<u>418,413</u>	<u>1,516,571</u>
Total current assets	<u>2,587,884</u>	<u>2,343,013</u>	<u>5,458,387</u>
TOTAL	<u>\$ 2,587,884</u>	<u>\$ 2,343,013</u>	<u>\$ 5,458,387</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:			
Accounts payable	\$ 192,045	\$ 405,810	\$ 573,958
Accrued liabilities	775,254	556,308	385,221
Deferred revenue	64,750	18,095	110,895
Current portion of long-term debt	<u>1,820,265</u>	<u>4,130,000</u>	<u>-</u>
Total current liabilities	2,852,314	5,110,213	1,070,074
OTHER LIABILITIES:			
Long-term debt	31,210,445	19,097,000	-
Warrant liability	<u>7,800</u>	<u>73,000</u>	<u>-</u>
Total other liabilities	<u>31,218,245</u>	<u>19,170,000</u>	<u>-</u>
Total liabilities	34,070,559	24,280,213	1,070,074
STOCKHOLDERS' EQUITY:			
Common stock	1,000	1,000	102
Additional paid-in capital	9,172,806	-	6,183,405
Stockholder notes	-	-	(212,379)
Accumulated deficit	(31,484,240)	(21,938,200)	(1,582,815)
Unearned ESOP shares	<u>(9,172,241)</u>	<u>-</u>	<u>-</u>
Total stockholders' equity	<u>(31,482,675)</u>	<u>(21,937,200)</u>	<u>4,388,313</u>
TOTAL	<u>\$ 2,587,884</u>	<u>\$ 2,343,013</u>	<u>\$ 5,458,387</u>

See notes to financial statements.

SVN INTERNATIONAL PBC

STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2025, 2024 AND 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
REVENUES:			
Production royalties	\$ 8,547,703	\$ 10,467,253	\$ 8,720,757
Marketing revenue	975,174	916,715	928,870
Other revenue	<u>377,981</u>	<u>196,032</u>	<u>117,711</u>
Total revenues	9,900,858	11,580,000	9,767,338
OPERATING EXPENSES:			
Salaries, benefits, and related expenses	3,133,453	6,421,126	5,461,333
General and administrative	2,384,723	2,514,901	2,858,771
Marketing expense	<u>1,071,755</u>	<u>1,033,955</u>	<u>939,160</u>
Total operating expenses	<u>6,589,931</u>	<u>9,969,982</u>	<u>9,259,264</u>
OPERATING INCOME	3,310,927	1,610,018	508,074
OTHER INCOME (EXPENSE):			
Interest and investment income	22,742	180,459	29,176
Interest expense	<u>(2,290,683)</u>	<u>(248,744)</u>	<u>-</u>
Total other income (expense) - net	<u>(2,267,941)</u>	<u>(68,285)</u>	<u>29,176</u>
INCOME BEFORE TAXES	1,042,986	1,541,733	537,250
INCOME TAXES	<u>41,926</u>	<u>41,033</u>	<u>35,312</u>
NET INCOME	<u>\$ 1,001,060</u>	<u>\$ 1,500,700</u>	<u>\$ 501,938</u>

See notes to financial statements.

SVN INTERNATIONAL PBC

**STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2025, 2024 AND 2023**

	<u>Common Stock</u>	<u>Additional Paid-in Capital</u>	<u>Stockholder Notes</u>	<u>Accumulated Deficit</u>	<u>Unearned ESOP Shares</u>	<u>Total Stockholders' Equity (Deficit)</u>
BALANCES, DECEMBER 31, 2022	\$ 102	\$ 6,183,405	\$ (206,110)	\$ (2,084,753)	\$ -	\$ 3,892,644
Net income	-	-	-	501,938	-	501,938
Interest on notes due from stockholders	-	-	(6,269)	-	-	(6,269)
BALANCES, DECEMBER 31, 2023	102	6,183,405	(212,379)	(1,582,815)	-	4,388,313
Net income	-	-	-	1,500,700	-	1,500,700
Stock split	898	(898)	-	-	-	-
Distributions	-	(6,182,507)	212,379	(21,856,085)	-	(27,826,213)
BALANCES, DECEMBER 31, 2024	1,000	-	-	(21,938,200)	-	(21,937,200)
Net income	-	-	-	1,001,060	-	1,001,060
Stock redemption	(1,000)	-	-	(9,229,000)	-	(9,230,000)
Stock issuance	1,000	9,229,000	-	-	(9,230,000)	-
ESOP shares committed for release	-	(56,194)	-	-	57,759	1,565
Distributions	-	-	-	(1,318,100)	-	(1,318,100)
BALANCES, DECEMBER 31, 2025	<u>\$ 1,000</u>	<u>\$ 9,172,806</u>	<u>\$ -</u>	<u>\$ (31,484,240)</u>	<u>\$ (9,172,241)</u>	<u>\$ (31,482,675)</u>

See notes to financial statements.

SVN INTERNATIONAL PBC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025, 2024 AND 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 1,001,060	\$ 1,500,700	\$ 501,938
Adjustments to reconcile net income to cash provided by (used in) operating activities:			
Amortization of loan origination fees	17,971	-	-
Gain on sale of marketable securities	-	(25,931)	-
Bad debt expense - accounts receivable	16,972	144,167	106,000
Bad debt expense - note receivable	-	-	352,124
Interest accrued on notes due from stockholder	-	-	(6,269)
ESOP compensation expense	1,565	-	-
Changes in operating assets and liabilities:			
Production royalties receivable	204,482	(80,748)	192,653
Accounts receivable	326,417	(495,950)	15,276
Related party receivable	-	7,935	-
Prepaid expenses and other assets	(198,673)	1,098,158	329,255
Accounts payable	(213,765)	(194,361)	105,435
Accrued liabilities	218,946	171,087	61,429
Deferred revenue	46,655	(92,800)	64,119
Net cash provided by operating activities	<u>1,421,630</u>	<u>2,032,257</u>	<u>1,721,960</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from issuance of long-term debt	15,000,000	-	-
Principal payments on long-term debt	(5,700,036)	-	-
Payment of loan origination fees	(127,525)	-	-
Proceeds on sale of marketable securities	-	528,526	-
Purchase of marketable securities	-	-	(502,595)
Net cash provided by (used in) investing activities	<u>9,172,439</u>	<u>528,526</u>	<u>(502,595)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Stock redemption	(9,230,000)	-	-
Stockholder distributions	(770,000)	(4,500,000)	-
Net cash used in financing activities	<u>(10,000,000)</u>	<u>(4,500,000)</u>	<u>-</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	594,069	(1,939,217)	1,219,365
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>927,878</u>	<u>2,867,095</u>	<u>1,647,730</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,521,947</u>	<u>\$ 927,878</u>	<u>\$ 2,867,095</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid during the year for:			
Interest	\$ 1,894,640	\$ 248,744	\$ -
Income taxes	70,967	35,131	12,173
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Debt and warrant liability acquired during asset purchase	\$ 548,100	\$ 23,300,000	\$ -

See notes to financial statements.

SVN INTERNATIONAL PBC

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2025, 2024 AND 2023

NOTE 1 - Nature of Operations and Summary of Significant Accounting Policies

Nature of operations - SVN International PBC (the "Company") is a Delaware Subchapter S-Corporation which was formed on May 18, 2001. The primary purpose of the Company is to offer franchise licenses to individuals and companies (collectively, the "Affiliates") for the operation of commercial real estate brokerage businesses, providing services in connection with the listing, offering, selling, purchasing, exchanging, leasing and renting of commercial real estate property under the trade name of "SVN", in exchange for a production royalty fee.

Summary of Significant Accounting Policies

Financial accounting standards - The FASB Accounting Standard Codification ("ASC"), issued by the Financial Accounting Standards Board ("FASB"), is the only authoritative source of generally accepted accounting principles in the United States of America ("GAAP").

Basis of presentation - The accompanying financial statements have been prepared in accordance with GAAP.

Cash and cash equivalents - The Company considers as cash and cash equivalents all investments with a maturity of three months or less at the date of purchase. Cash and cash equivalents include accounts held at financial institutions which may, at times, exceed the Federal Deposit Insurance Corporation (FDIC) insurance limits. At December 31, 2025, 2024 and 2023, the Company had approximately \$1,124,000, \$575,000, and \$745,000, respectively, in cash and cash equivalent balances in excess of the FDIC insurance limits. Cash and cash equivalents held in money market mutual funds are covered by the Securities Investor Protection Corporation (SIPC). At December 31, 2025 and 2024 the Company did not have any amounts in excess of the SIPC insurance limits. At December 31, 2023 the Company had approximately \$1,316,000 in mutual funds in excess of the SIPC insurance limits.

Concentrations - The Company's revenues are generated primarily from transactions in the commercial real estate industry. The commercial real estate industry's performance has a direct impact on the Company's financial results. The commercial real estate market is impacted by numerous factors, including, but not limited to, the general economy, interest rates and demand for real estate in local markets.

Production royalties receivable - Production royalties receivables consist of production royalty revenue fees due from the Company's Affiliates. These receivables are usually collected within 10 days. The risk of uncollectable amounts is limited and historically has been insignificant. Uncollectible accounts are written off against an allowance for credit losses.

Accounts receivable - Accounts receivable consists primarily of initial franchise fees, minimum annual royalty fees, marketing fees and other revenue fees due from the Company's Affiliates. These receivables are usually collected within 90 to 180 days. Uncollectible accounts are written off against an allowance for credit losses.

SVN INTERNATIONAL PBC

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023**

NOTE 1 - Business and Summary of Significant Accounting Policies - (Continued)

Allowance for credit losses - Effective January 1, 2025, the Company adopted the practical expedient for estimating credit losses on financial assets within the scope of ASU 2025-05 (specifically current accounts receivable). Under this policy, the Company calculates the allowance for credit losses based on historical loss experience, adjusted for current conditions, without incorporating forecasts of future economic conditions. In conjunction with this, the Company has elected the accounting policy to consider subsequent cash collections when estimating credit losses. As such, no credit loss is recorded for receivables that are fully collected prior to the date the financial statements are issued. For the remaining uncollected balances, the Company applies the aforementioned practical expedient to determine the allowance. This policy was applied consistently to all eligible current assets. For the year ended December 31, 2025, the Company evaluated subsequent cash collections through March 2, 2026, which was the date the financial statements were available to be issued.

Write-offs on receivables include uncollected amounts. Recoveries on receivables previously charged off as uncollectible are credited to the allowance for credit losses.

Changes in the allowance for credit losses during the year were as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Allowance for credit losses, beginning of year	\$ 166,773	\$ 76,895	\$ 44,000
Bad debt expense - accounts receivable	16,972	144,167	106,000
Write-offs	<u>(10,052)</u>	<u>(54,289)</u>	<u>(73,105)</u>
Allowance for credit losses, end of year	\$ <u>173,693</u>	\$ <u>166,773</u>	\$ <u>76,895</u>

Fair Value Measurements - The Company records the fair value of assets and liabilities in accordance with ASC 820, Fair value Measurement. The framework for measuring fair value provides a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3). The three levels of the fair value hierarchy are described below:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Of the asset liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

SVN INTERNATIONAL PBC

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2025, 2024 AND 2023

NOTE 1 - Business and Summary of Significant Accounting Policies - (Continued)

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs. The valuation methodologies used for liabilities measured at fair value are more fully described in Note 3 and have been determined as level 3. There have been no changes in the methodologies used at December 31, 2025, 2024 and 2023.

Use of estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Events occurring after reporting date - The Company has evaluated events and transactions that occurred between December 31, 2025 and March 2, 2026, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. See subsequent event disclosures included in Note 4.

NOTE 2 - Revenue From Contracts with Customers

Production royalty revenue - Production royalty revenues are earned from Affiliates in accordance with their respective franchise agreements and are presented on a net basis in the statements of income. Production royalties are calculated as a percent of the Affiliates net transaction income. The sales-based royalty fee is considered variable consideration and is recognized as revenue as transaction commissions are earned by the Affiliates. As such, the sales-based royalty fee qualifies for the royalty constraint exception and does not require an estimate of future transaction price. In connection with the Company's franchise agreements, the Company is obligated to provide certain services to its franchisees, as defined. Such services include, but are not limited to, providing certain training, access to interactive software, access to National Advisors, and national and regional brand marketing services. Minimum annual royalty revenues are calculated by management each year as the shortfall between the amount collected in production royalty fees throughout the calendar year by the Company and the minimum annual royalty per their individual agreements.

Marketing fee revenue - Marketing fee revenues are earned from Affiliates in accordance with their respective franchise agreements and are presented on a gross basis in the statements of income. Marketing fees are charged as a fixed amount per the agreement and are for advertising costs for benefit of the franchisees. All advertising, branding and marketing costs are presented in marketing expense on the statements of income and are expensed as incurred.

SVN INTERNATIONAL PBC

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023**

NOTE 2 - Revenue From Contracts with Customers - (Continued)

Other revenue - Other revenues consist of initial franchise fees, franchise termination fees, auction services, property management fees and other revenue. Other revenue consists of the following at December 31:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Initial franchise fees	\$ 95,500	\$ 181,000	\$ 116,501
Franchise termination fees	235,000	-	-
Other	<u>47,481</u>	<u>15,032</u>	<u>1,210</u>
Total other revenue	\$ <u>377,981</u>	\$ <u>196,032</u>	\$ <u>117,711</u>

Initial franchise fees consist of initial fees paid by franchisees at the start of the agreement and renewal fees. The fixed non-refundable fee, as determined by the signed development and/or franchise agreement, is due at the time the franchise agreement is entered into, and/or when the franchise agreement is signed, and does not include a finance component. The Company has elected the practical expedient provided by ASU 2021-02 which allows the Company to account for its pre-opening services as distinct from the franchise license and as a single performance obligation, which generally occurs upon completion of training as this is when all material obligations have been performed and conditions have been satisfied. Termination fees consist of fees charged to the franchisee, not as a penalty or as liquidating damages, but as a means of helping to mitigate internal and outside costs, efforts and expenses incurred by the Company in terminating the agreement as a result of a material breach by the franchisee.

Cost to obtain contracts - The Company does not incur any costs to obtain contracts.

Disaggregation of revenue from contracts with customers - The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the years ended December 31:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Performance obligations satisfied over time	\$ 9,522,877	\$ 11,383,968	\$ 9,649,627
Performance obligations satisfied at a point in time	<u>377,981</u>	<u>196,032</u>	<u>117,711</u>
Total revenue	\$ <u>9,900,858</u>	\$ <u>11,580,000</u>	\$ <u>9,767,338</u>

The production royalties, marketing revenue, auction services and property management fees are recognized over time through the duration of the month of billing and all amounts billed through year end have been recognized.

SVN INTERNATIONAL PBC

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023**

NOTE 2 - Revenue From Contracts with Customers - (Continued)

Contract balances - The timing of revenue recognition, billings and cash collections results in accounts receivable, contract assets and contract liabilities on the balance sheet. The Company has no material contract assets and contract liabilities include billings or cash collections in excess of revenue recognition at December 31, 2025, 2024 and 2023. The beginning and ending contract balances as of December 31 were as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>
Production royalties receivable	\$ 216,822	\$ 421,304	\$ 340,556	\$ 533,209
Accounts receivable	<u>232,029</u>	<u>575,418</u>	<u>223,635</u>	<u>344,911</u>
Total receivables	<u>\$ 448,851</u>	<u>\$ 996,722</u>	<u>\$ 564,191</u>	<u>\$ 878,120</u>
Deferred revenue	<u>\$ (64,750)</u>	<u>\$ (18,095)</u>	<u>\$ (110,895)</u>	<u>\$ (46,776)</u>

Significant judgments - Significant judgment is required to determine whether performance obligations are satisfied at a point in time or over time; how to allocate transaction prices where multiple performance obligations are identified; when to recognize revenue based on the appropriate measure of the Company's progress under the contract; and whether constraints on variable consideration should be applied due to uncertain future events.

NOTE 3 - Marketable Securities

During 2023, the Company purchased a U.S. Treasury bond with a face value of \$256,000, maturing April 25, 2024. The bond was classified as held-to-maturity and carried at amortize cost, which approximates fair value. The carrying value of the bond was \$251,805 at December 31, 2023 and was redeemed during 2024.

During 2023, the Company purchased a certificate of deposit with a face value of \$250,000 and a coupon rate of 5.5%, maturing October 30, 2024. The certificate of deposit was classified as held-to-maturity and was carried at amortized cost, which approximates fair value. The carrying value of the certificate of deposit was \$250,790 at December 31, 2023 and was redeemed during 2024.

SVN INTERNATIONAL PBC

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023**

NOTE 4 - Long-Term Debt and Warrant Liability

Long-term debts as of December 31, are as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Promissory note payable, Climate First Bank, net of unamortized loan origination fees, due in monthly installments, including interest at SOFR plus 3.1% per annum, provided the rate shall not be less than 6.5% or greater than 9%, secured by substantially all assets of the Company, maturing January 2032.	\$ 13,320,410	\$ -	\$ -
Senior promissory note payable, Real Impact Corporation, due in monthly installments including interest at 7% per annum, maturing October 2034.	2,870,000	16,227,000	-
Junior promissory note payable, Real Impact Corporation, net of discount, due in monthly installments including interest at 6% per annum, maturing October 2034.	16,292,200	7,000,000	-
Post-Closing Adjustment Note, Premier Trust, Inc., due in quarterly installments including interest at 6% per annum, maturing October 2034.	<u>548,100</u>	<u>-</u>	<u>-</u>
Total	33,030,710	23,227,000	-
Less: current portion	<u>1,820,265</u>	<u>4,130,000</u>	<u>-</u>
Total long-term debt - net	\$ <u>31,210,445</u>	\$ <u>19,097,000</u>	\$ <u>-</u>

Future principal payments required over each of the years ending December 31, are as follows:

2026	\$ 1,820,265
2027	1,962,204
2028	2,115,101
2029	2,279,802
2030 and thereafter	<u>24,853,338</u>
Total	\$ <u>33,030,710</u>

SVN INTERNATIONAL PBC

**NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023**

NOTE 4 - Long-Term Debt and Warrant Liability - (Continued)

Effective as of October 31, 2024, the Company entered into a purchase agreement with Real Impact Corporation ("RIC") to purchase all of the tangible and intangible assets and assume certain specified liabilities, pursuant to the terms and conditions set forth in the Asset Purchase Agreement, of RIC for the total of \$23,300,000. The purchase was secured by two promissory notes payable to RIC in the amount of \$23,300,000. Pursuant to the Subordination and Standstill Agreement dated January 6, 2025, the notes were subordinated in favor of Climate First Bank Promissory Note and RIC declared and paid to its sole stockholder a dividend in kind consisting of the Senior Promissory Note, the Junior Promissory Note, the warrant and the Post-Closing Adjustment Note.

In connection with the Junior Promissory Note, RIC received a detachable warrant to purchase 131,000 shares of common stock of the Company. The warrant is exercisable at \$0.83 per share. The holder shall have the right, at the holder's option, to exercise the warrant, in whole or in part during the period beginning on the date the debt is paid in full and ending on the expiration date, October 31, 2036.

The fair value of the warrant liability was estimated on the date of grant using a Black-Scholes model that uses the assumptions noted in the following table. Expected volatilities are based on historical volatility of comparable companies that are publicly held. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of grant.

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Volatility	35.0 %	47.9 %	
Risk-free rate	4.3 %	4.3 %	
Expected term (in years)	10.8	11.0	

NOTE 5 - Common Stock and Stockholder Notes

Common stock as of December 31, 2025 and 2024 is as follows:

	<u>Authorized</u>	<u>Issued/Outstanding</u>
Common Stock, par value of \$0.001	2,000,000	1,000,000

Common stock as of December 31, 2023 is as follows:

	<u>Authorized</u>	<u>Issued/Outstanding</u>
Class A Common Stock, par value of \$0.001	100,000	51,000
Class B Common Stock, par value of \$0.001	100,000	51,000

SVN INTERNATIONAL PBC

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023

NOTE 5 - Common Stock and Stockholder Notes - (Continued)

Stock Purchase Agreement - Pursuant to the Stock Purchase Agreement effective January 6, 2025, 1,000,000 shares of common stock were purchased by SVN International Corp. Employee Stock Ownership Trust, which forms a part of the SVN International Corp. Employee Stock Ownership Plan (collectively referred to as the "ESOP") for the purchase price of \$9,230,000.

Stock Redemption Agreement - Pursuant to the Stock Redemption Agreement effective January 6, 2025, all outstanding stock was redeemed by the Company for the purchase price of \$9,230,000.

Stock Purchase Agreement - Pursuant to the Stock Purchase Agreement effective June 14, 2024, the outstanding stock owned by the minority stockholder, representing 10% ownership, was purchased by the majority stockholder. Consideration for the purchase was determined to be an agreed upon valuation of the shares, offset by debt of the minority stockholder.

Stock split - On November 19, 2024, the Board of Directors of the Company authorized an amendment to the amended and restated certificate of incorporation in order to recapitalize the Company's stock into a single class of common stock, par value \$0.001 par value per share (the "Common Stock") and to increase the number of authorized shares of Common Stock to 2,000,000. Additionally, the Company authorized a 9.80392156863-for-1 stock split whereby the currently issued and outstanding 51,000 shares of Class A and 51,000 shares of Class B stocks were converted to 1,000,000 shares of Common Stock.

Stockholder notes - The minority stockholder had notes payable to the Company originating from the purchase of shares in 2011. The notes carried interest at 3% per annum and were due in one lump sum on or before February 4, 2014. Extensions of this note were issued through April 30, 2024. During 2024, no interest was accrued, and the notes were paid in full as a result of the Stock Purchase Agreement. The balance of the note was \$212,379 as of December 31, 2023. The Company recognized \$6,269 in interest income related to this note during 2023.

NOTE 6 - Related Party Transactions

Commercial real estate transactions - From time to time, the Company will be a party to certain commercial real estate transactions whereby an affiliated entity of the Company is the buyer, seller, or asset manager of the property.

SVN INTERNATIONAL PBC

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023

NOTE 6 - Related Party Transactions - (Continued)

Real Impact Corporation - During 2014, the shareholders of the Company formed RIC in the United States Virgin Islands. The Company and RIC entered into a Service Agreement on October 1, 2014, whereby, RIC is providing support services to the Company. These services include, but are not limited to, public relations support, brand strategy, training, and back-office support. The Company incurred outsourced service expenses to RIC of \$40,702, \$3,909,000 and \$2,991,835, for 2025, 2024 and 2023, respectively, which are included in salaries, benefits, and related expenses in the accompanying statements of income. In addition, the Company records the balance of support services as either prepaid expenses and other assets, or accounts payable and accrued liabilities. At December 31, 2023, \$933,945 is included in prepaid expenses and other assets on the accompanying balance sheets. At December 31, 2025 and 2024, \$101,733 and \$124,238, respectively, is included in accounts payable on the accompanying balance sheets. On October 31, 2024, the Company purchased all assets of RIC (see Note 4).

NOTE 7 - Income Taxes

The Company has elected to be taxed as an S Corporation under the Internal Revenue Code whereby the income and losses of the Company are included in the tax returns of the individual stockholders. Accordingly, no provision for income taxes has been recorded in the financial statements, other than the applicable state statutory franchise taxes for S-Corporations.

The Company accounts for its uncertain tax positions in accordance with the Income Taxes Topic of the FASB Accounting Standards Codification. As a result, the Company applies a more-likely-than-not recognition threshold for all tax uncertainties. GAAP only allows the recognition of those tax benefits that have a greater than 50% likelihood of being sustained upon examination by the taxing authorities. The Company concluded that there are no significant uncertain tax positions requiring recognition in the financial statements.

The Company recognizes interest and penalties, if any, related to unrecognized tax benefits in income tax expense. The tax years subject to examination by major tax jurisdictions include the years 2019 and forward by the U.S. Internal Revenue Service ("IRS"), and the years 2018 and forward for certain states.

SVN INTERNATIONAL PBC

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2025, 2024 AND 2023

NOTE 8 – Employee Stock Ownership Plan

The Company sponsors an Employee Stock Ownership Plan (the “ESOP”) for the benefit of eligible employees, effective January 1, 2025. The ESOP is a tax-qualified defined contribution plan designed to invest primarily in Company common stock. The Plan is governed by the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Internal Revenue Code (“IRC”). Plan assets are held in a related trust (the “ESOP Trust”), established under a separate trust agreement and administered by an independent trustee. The ESOP Trust holds shares of the Company’s common stock and other permitted investments for the exclusive benefit of Plan participants and their beneficiaries.

Establishment of the ESOP - On January 6, 2025, the ESOP purchased 1,000,000 shares of the Company’s common stock pursuant to a Stock Purchase Agreement. The shares were acquired at a total purchase price of \$9,230,000, financed through a loan from the Company to the ESOP (the “ESOP Loan”). The purchased shares are held in a suspense account and are released to participants as the ESOP Loan is repaid.

ESOP loan and share release - The ESOP Loan is to be repaid through annual contributions made by the Company, subject to applicable IRS limits. As the loan is repaid, shares are released from the suspense account and allocated to participant accounts based on each participant’s proportionate share of eligible compensation for the year. During 2025, the Company contributed \$469,204, resulting in the release of 6,258 shares, which were allocated to eligible participants. Shares not yet released remain in the suspense account and are pledged as collateral for the ESOP Loan.

Participant accounts - Participants receive allocations of released shares, Company contributions, forfeitures, and dividends in accordance with the Plan’s allocation formula, which is generally based on relative compensation. Participants become vested in their ESOP account balances based on the vesting schedule outlined in the plan, generally ranging from 0% to 100% over a six-year period. Participants are entitled to receive the vested portion of their accounts upon termination, retirement, disability, or death, in accordance with the plan’s provisions.

Dividends and voting rights – Dividends on allocated shares are credited to participant accounts or paid directly to participants, depending on plan elections. Dividends on unallocated shares are applied to repay the ESOP Loan. Participants may direct the trustee on how to vote allocated shares. Unallocated shares are voted by the ESOP trustee.

Compensation expense - ESOP compensation expense represents the fair value of shares released during the year. Total ESOP compensation expense was \$1,565 for the year ended December 31, 2025.

Fair value of shares - The fair value of the Company’s common stock is determined annually by an independent valuation firm, in accordance with IRS and Department of Labor ESOP valuation guidelines. The fair value of the common stock as of December 31, 2025, was \$0.25 per share.

SVN INTERNATIONAL PBC

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023

NOTE 9 - Retirement Plan

The Company provides a defined contribution plan (the "Plan") under Section 401(k) of the Internal Revenue Code to all eligible employees who have reached the age of 21. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974. Participants may contribute up to 15% of their annual eligible compensation, up to defined IRS limits. Participants are entitled to retirement benefits at age 59½. The Plan requires the Company to match 100% of contributions up to 4% of the employees' compensation. Contribution expense was \$31,387, \$27,902 and \$34,945, for 2025, 2024 and 2023, respectively, and is included in salaries, benefits, and related expenses in the accompanying statements of income.

NOTE 10 - Commitments and Contingencies

Litigation - The Company's commitments and contingencies include various claims and legal actions arising in the normal course of business. In the opinion of management, these matters will not have a material adverse effect on the Company's financial position or results of operations.

Franchisor obligations to the Company's franchisees - In connection with the Company's franchise agreements, the Company is obligated to provide certain services to its franchisees, as defined. Such services include, but are not limited to, providing certain training, access to interactive software, access to National Advisors, and national and regional brand marketing services.

Indemnification - The Company may enter into certain indemnification provisions under its agreements with other companies in its ordinary course of business, typically with business partners, suppliers, contractors, customers, and landlords. The Company believes the estimated fair value of these indemnification agreements is minimal and has no liabilities recorded for these agreements as of December 31, 2025, 2024 and 2023.

**EXHIBIT F
TO FRANCHISE DISCLOSURE DOCUMENT**

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TO THE**

CONFIDENTIAL OPERATIONS MANUAL AND BRANDING GUIDE

(~~117~~133 TOTAL MANUAL PAGES)

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**EXHIBIT G
TO FRANCHISE DISCLOSURE DOCUMENT**

LIST OF SVN FRANCHISEES

- Current Franchisees as of December 31, ~~2024~~[2025](#)
- Franchisees who ceased to do business under the Franchise Agreement in ~~2024~~[2025](#) or who had not communicated with us within 10 weeks of the Issuance Date of the Franchise Disclosure Document

List of Franchisees as of December 31, ~~2024~~2025

Franchisee	Contact Name	Address	Phone Number	State
AVAT Realty, LLC	Andrew Agee	303 Williams Avenue SW, Suite 421 Huntsville, AL 35801	(256) 653-0065	AL
Toomey Property Advisors, LLC	Justin B. Toomey	250 Congress Street Mobile, AL 36603	(251) 680-3663	AL
JJ Mottram Company LLC	John J. Mottram	65 D Scotia Drive Montgomery, AL 36064	(334) 356 1771	AL
ArkBest Realty, LLC	Skip Davidson	724 Garland Street Little Rock, AR 72201	(501) 320-5124	AR
Desert Commercial Advisors, LLC	Danny Lee Perry Laufenberg	5343 N. 16th Street, Suite 100 Phoenix, AZ 85016	(480) 425-5510	AZ
SFRhub Marketplace, LLC	Jeffery Cline Michael Finch	15169 N Scottsdale Rd Suite 205 Scottsdale, AZ 85254	(480) 442-8395	AZ
Clovis Capital Partners, Inc.	Cameron Graham	7473 N. Ingram Avenue, Suite 104 Fresno, CA 93711	(559) 400-0830	CA
Iron Investments, Inc.	Cameron Irons	~~100 W. Broadway~~ 17551 Gillette Avenue ~~Long Beach~~ Irvine, CA 90802 92614	(714) 446-0600	CA
Rich Investment Real Estate Partners, Inc.	David Rich	10940 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024 <u>Satellite Offices located at:</u> • 2021 Sperry Avenue, Suite 21, Ventura, CA 93003 • 611 South Palm Canyon Drive, Suite 7568 Palm Springs, CA 92264 • 15250 Ventura Blvd., Suite #520 Sherman Oaks, CA 91403 • 5023 N Parkway Calabasas Suite DS11 Calabasas, CA 91302	(310) 500-1239	CA
Avamash, Inc.	Randhir "Randy" S. Hayer	189 W. El Portal Drive Merced, CA 95348	(209) 385-8500	CA
Insight Commercial, Inc.	~~Brett R. Larson~~ Janet F. Kramer	41856 Ivy St. Suite #112 Murrieta, CA 92562	(951) 999-4660	CA
~~Don Ellwanger~~	~~Don Ellwanger~~	~~P.O. Box 254776~~ ~~Sacramento, CA 95865~~	~~(916) 456-8389~~	~~CA~~
Iron Investments, Inc.	Cameron Irons	4455 Murphy Canyon Rd, Suite 200 San Diego, CA 92123 <u>Satellite Office located at:</u> 450 S. Melrose Dr. Vista, CA 92081	(714) 446-0600	CA
Kevin D. Chin	Kevin D. Chin	1674 Post Street, Suite 1 San Francisco, CA 94115	(415) 922-2900	CA

Franchisee	Contact Name	Address	Phone Number	State
Capital West Group	Robin Santiago	99 South Almaden Blvd, Suite 600 San Jose, CA 95113	(408) 601-0049	CA
KJK Inc.	Kevin Jerome King	890 Monterey St., Suite I San Luis Obispo, CA 93401	(805) 541-5464	CA
MG Property Advisors Inc.	Gary Gustafson	101 Lucas Valley Road, #100 San Rafael, CA 94903	(415) 472-1660	CA
~~Iron Investments, Inc.~~	~~Cameron Irons~~	~~120 W. 5th Street, Suite 210 Santa Ana, CA 92701~~ ~~Satellite Office located at: 450 S. Melrose Dr. Vista, CA 92081~~	~~(714) 446-0600~~	~~CA~~
Elevate Asset Management, LLC	Tony Yousif	6105 S. Main Street, Suite 200 Aurora, CO 80116	(855) 903-0056	CO
DCRG, LLC	Al Stepan Kevin Matthews Michael Thanasouras Stephen J. Kawulok Scott Maesel Brian McCririe Troy Meyer	414 14th Street, Suite 100 Denver, CO 80202 <u>Satellite Office</u> located at: 2032 Lowe Street, Suite 101 Fort Collins, CO 80525	(970) 488-3156	CO
Thomas M. Hamm & Company, Inc.	Thomas M. Hamm	54 Hedge Brook Lane Stamford, CT 06903	(203) 968-1800	CT
First Coast Commercial Brokers, LLC	W.B. "Colin" Nicholson III W.B. "Nick" Nicholson, Jr.	4348 Southpoint Blvd., Suite 310 Jacksonville, FL 32216	(904) 281-1990	FL
Nautilus Commercial Group, LLC	David Kendall	810 Saturn Street, Suite 24 Jupiter, FL 33477	561-723-8463	FL
Waterfront CRE, LLC	Robert Hamman Keith Kidwell	810 Saturn Street, #24 Jupiter, FL 33477 <u>Satellite Office</u> located at: 728 SE Ocean Blvd Stuart, FL 34994	(386) 547-4968	FL
BDV Partners, LLC	Scott R. Maesel Ashley Barrett Bloom	1800 Corporate Blvd NW, Suite 100 Boca Raton, FL 33431 <u>Satellite Office</u> located at: • 3250 NE 1st Ave, Ste 305 Miami, FL 33137 • 2705 Peters Road Fort Pierce, FL 34945	(312) 676-1860	FL
Kidwell, Byron & Company	Jack "Keith" Kidwell	300 NW 33rd Avenue, Suite 205 Fort Lauderdale, FL 33309 <u>Satellite Office</u> located at: 460 West 84th Street Miami, FL 33014	(954) 771-1212	FL

Franchisee	Contact Name	Address	Phone Number	State
McDonald & Company LLC	Frank Bartow McDonald	12250 East Highway 25 Ocklawaha, FL 32179	(352) 274-3800	FL
Alliance Commercial Real Estate Advisors	Carl Lentz Chris Butera John Trost Tim Davis	1275 West Granada Blvd, Suite 5B Ormond Beach, FL 32174 Satellite Office located at 3316A Beach Blvd. Jacksonville, FL 32207	(386) 310-7900	FL
Riviera Realty Group, LLC	Gordon MacLean	14101 Panama City Panama City Beach, FL 32413	850-240-3122	FL
Lotus 18, LLC	Ashley Bloom J. Chris Malkin	2044 Constitution Boulevard Sarasota, FL 34231 Satellite Offices located at: • 4161 Tamiami Trail, #501 Port Charlotte, FL 34321 • 2401 First Street, Suite 201 Fort Myers, FL 33901	(941) 366-1004	FL
RealtyOne Real Estate Services, LLC	Larry Starr	1626 Ringling Blvd., Ste. 500 Sarasota, FL 34236 Satellite Office located at: 10150 Highland Manor Drive, Suite 150 Tampa, FL 33610	(941) 387-1200	FL
SouthLand Commercial, LLC	R. Carlton Dean, Jr. Francis P. Rentz	2057 Delta Way Tallahassee, FL 32303 Satellite Offices located at: • 3108 West 23rd Street, Panama City, FL 32405 • 186 N. Palafox Street Pensacola, FL 32502	(850) 877-6000	FL
Second Story Property Management, LLC	Tiffanie Robinson	3755 Mansell Road Alpharetta, GA 30022	423-682-8241	GA
Bickerstaff Parham Commercial, LLC	Reynolds Bickerstaff, Franklin Harcourt, Richard Mobley	5547 Veterans Parkway Columbus, GA 31904	706-256-0603	GA
Hokayem Company Inc.	George Hokayem	329 Oak Street, Suite 201 Gainesville, GA 30501	(770) 531-9992	GA
KD Lanclos & Associates	Damien Lanclos	752 Eagleton Dr. Martinez, GA 30907	(706) 945-6652	GA
Interstate Auction Management Corp.	John L. Johnson	3300 Holcomb Bridge Rd, Ste 240 Peachtree Corners, GA 30092	(404) 303-1232	GA
~~Creviston Realty, Inc.~~	~~Delman Creviston~~	~~10882 Crabapple Road, Suite 4 Roswell, GA 30075~~	~~(770) 992-5112~~	~~GA~~
SVN Low Country Commercial, LLC	James Bryant	60012 Chatham Center Drive, Suite 120 Savannah, GA 31405	912-398-5977	GA
GO Commercial, LLC	Greg Ogin	500 Ala Moana Blvd., Suite 7-400 Honolulu, HI 96813	(808) 329-6446	HI

Franchisee	Contact Name	Address	Phone Number	State
GO Commercial, LLC	Greg Ogin	75-5722 Kuakini Hwy, Suite 214 Kailua Kona, HI 96740	(808) 329-6446	HI
HD2 Group, LLC	Heath Bullock	2700 Westown Parkway, Suite 200 West Des Moines, IA 50266	(515) 554-7412	IA
High Desert Realtors, Inc.	Kevin Cutler Randy Waters	700 S. Woodruff Avenue Idaho Falls, ID 83401	(208) 535-8520	ID
Intermountain Investments, Inc.	Heidi Mickelson	160 Second St. East, Suite 219 Ketchum, ID 83340	(208) 726-0854	ID
Core 3 Commercial Real Estate, LLC	HV Management, LLC	1707 Hamilton Road, #1A Bloomington, IL 61704	(309) 590-7900	IL
Sperry Van Ness, LLC	Alfred Stepan Michael Thanasouras Scott R. Maesel	940 West Adams Street, Suite 200 Chicago, IL 60607 <u>Satellite Office</u> located at: 10275 W. Higgins Road Suite 480 Rosemont, IL 60018	(312) 676-1866	IL
Landmark Commercial Real Estate, LLC	Neil D. Johnson	25 N Third Street, Suite 200 Geneva, IL 60134	(630) 938-4950	IL
North Star Equities, Inc.	Noah Ruggieri	1801 Woodfield Dr. Savoy, IL 61874	(217) 367-1700	IL
Kaiser Real Estate Corporation	Craig Kaiser Jess Lawhead	1717 E. 116th Street, Suite 201 Carmel, IN 46032	(317) 843-8848	IN
The Martin Group, Inc.	Alex Martin Andy Martin Steven Martin	4004 E. Morgan Avenue, Suite 101 Evansville, IN 47715 <u>Satellite Offices</u> located at: • 11650 Lantern Road, Suite 135 Fishers, IN 46038 • 12802 Townepark Way, Suite 100 Louisville, KY 40243	(812) 471-2500	IN
Parke Group, LLC	Diana L. Parent	110 W. Berry Street, Suite 2100 Fort Wayne, IN 46802 <u>Satellite Offices</u> : • 8445 Keystone Crossing, Suite 104 Indianapolis, IN 46240 • 115 S. Court Street, Suite E, Crown Point, IN 46307	(260) 489-8500	IN
The Hurst Group, LLC	Richard S. Hurt	15004 Linden Suite, 100 Leawood, KS, 66224	(913) 538-5568	KS
Stone Commercial Real Estate, LLC	Matthew A. Stone	270 S. Limestone Lexington, KY 40508	(859) 264-0888	KY
SVN Menish Commercial Real Estate LLC	Bill Menish	4175 Westport Road, Suite 101 Louisville, KY 40207	(502) 849-6849	KY
Gilmore Auction & Realty Co.	David E. Gilmore	909 West Esplanade Ave., Suite 105 Kenner, LA 70065	(504) 468-6800	LA

Franchisee	Contact Name	Address	Phone Number	State
Urban Properties Real Estate, LLC	Eugene Schmitt Michael Bucher Timothy Thompson Tyler Robinson	1582 Magazine Street New Orleans, LA 70130	(504) 264-6145	LA
Safe Haven Advisors, LLC	Michael Howell	13 Steeple Street Mashpee, MA 02649 Satellite Office located at: 810 Saturn Street, Suite 24 Jupiter, FL 33477	(617) 270-4905	MA
~~Sperry Van Ness / C.M. Neville & Associates, Inc.~~ Call Sign Capital, LLC	~~Constance —“Connie” Neville~~ Taylor Smith Clayton Kilgallon	~~500 Lexington Street, #4~~ 640 Potomac Avenue ~~Woburn, MA 01801~~ Hagerstown, MD 21740	~~(781) 696-6241~~ 731-307-7905	~~MA~~ MD
Miller Commercial Real Estate & Property Management, Inc.	Amy Miller Brent C. Miller	206 E. Main Street, Salisbury, MD 21801 Satellite Offices located at: • 1 Dudley Court, Bethesda, MD 20814 • 19 Bay Street Easton, MD 21601	(410) 543-2440	MD
The Masiello Group Commercial Associates, Inc.	Christopher Masiello	75 John Roberts Rd. Portland, ME 04106	(603) 283-1912	ME
Stewart Commercial Group, LLC	Dan Stewart	1310 S. Main Street, Suite 12 Ann Arbor, MI 48104	(734) 662-5097	MI
Silveri Company	Allen Emmons Glenn A. Turek Kevin Lipke	2959 Lucerne Drive, SE, Suite 110 Grand Rapids, MI 49546	(616) 949-6168	MI
David P. De Maagd	David P. De Maagd	1197 Silverstone Road Holland, MI 49424	(616) 399-3955	MI
Cohn Commercial Properties, Inc.	Harry Cohn	2466 Orchard Lake Road Sylvan Lake, MI 48320	248-851-5000	MI
Northco Real Estate Services, LLC	Angela Jermusek Edward Rupp Emilia Molle Frank Jermusek	1660 Hwy 100 South, Suite 330 Minneapolis, MN 55416 - 1573	(952) 820-1600	MN
Granite City Real Estate LLC	Mike Bobick, Steve Feneis, Greg Windfeldt Andy Martin, Kate Hanson, & Shantel Sundby	3900 Roosevelt Road Suite 125 St. Cloud, MN 56301	320-257-3752	MN
Encompass Commercial Realtors, LLC	C. Sterling Scott	6651 N. Oak Trafficway, Suite 14 Kansas City, MO 64118	(816) 436-4600	MO
Infinity Commercial Real Estate Services, LLC	Mark Zvibleman	15400 S. Outer Forty Road, Ste. 204 St. Louis (Chesterfield), MO 63017	(314) 878-0303	MO
~~Lord Partners, LLC~~	~~Kurt Lord~~	~~11475 Olde Cabin Road, Suite 230~~ ~~St. Louis, MO 63141~~	~~(314) 862-5560~~	~~MO~~

Franchisee	Contact Name	Address	Phone Number	State
Holman-Norden Properties LLC	William Holman	4660 Mexico Road St. Peters, MO 63376	(636) 628-2111	MO
Rankin Company, LLC	Thomas Rankin	2808 S. Ingram Mill, Suite A100 Springfield, MO 65804	(417) 887-8826	MO
Southgate Realty, LLC	Chamberlan Carothers Eugene Carothers	1700 S. 28 th Avenue, Suite C Hattiesburg, MS 39402	(601) 264-4622	MS
Pure Commercial, LLC	Dale Crosby	101 Railroad St. W. Missoula, MT 59802 Satellite Office located at • 1204 1st Avenue East Kalispell, MT 59901 • 525 Henry Chapple Street, Suite 1 Billings, MT 59106 • 708 N. Rouse Bozeman, MT	406-250-8226	MT
BlackStream Commercial, LLC	Carlos Salgado Ford Elliott Josh Howard	18 South Pack Square Asheville, NC 28803-5088	(828) 774-5535	NC
BlackStream Palmetto CRE, LLC	~~Carlos Salgado~~ Lars Gruenefeld ~~Ford Elliott~~ Dustin Tenney ~~Josh Howard~~ Daniel Holloway Stephen Ahnrud	214 W Tremont Ste 203 Charlotte, NC 28203	(704) 892 5653 864-263- 7045	NC
Real Estate Associates, Inc. (Durham)	Charlene Hamlett Joe Jernigan Melissa Hamlett Miriam Wellons Seth Jernigan Whitney Wellons	3333 Durham-Chapel Hill Blvd, Suite C. Durham, NC 27707	(919) 287-2121	NC
Phoenix Commercial Properties, LLC	John Powell Kimberly Mills Thomas Goodman Suzanne LaRocca	701 Corporate Center Drive Suite 460 Raleigh, NC 27607	(919) 896-6497	NC
Tar Heel Commercial Realty, Inc.	Jay Taylor Kenneth Lucas	7424 Chapel Hill Rd. Raleigh, NC 27607	(919) 851-6673	NC
Efird Commercial Real Estate, LLC	J. Frank "Frank" Efird, Jr.	6 Market Street Wilmington, NC 28401	(910) 200-0037	NC
The Masiello Group Commercial Associates, Inc.	Christopher Masiello	163 S. River Road Bedford, NH 03110	(603) 283-1912	NH
Walt Arnold Commercial Brokerage, Inc.	Walter Arnold	6200 Seagull Lane NE, Suite A Albuquerque, NM 87109	(505) 256-1255	NM
Ali Bubba, Inc.	Scott A. Godino	6018 S. Durango Drive, #110 Las Vegas, NV 89113	(702) 796-5500	NV

Franchisee	Contact Name	Address	Phone Number	State
T.Y. Johnson Investments, Inc.	Thomas Y. Johnson	325 W. Liberty Street Reno, NV 89501 <u>Satellite Office located at:</u> 305 N. Carson Street #200 Carson City, NV 89701	(775) 825-3330	NV
Innovative Commercial Advisors, LLC	Scott Warren	520 Columbia Dr. Suite 103 Johnson City, NY 13790	(607) 621-0439	NY
Hudson Valley Commercial Realty LLC	Joseph J. Deegan Thomas A. Collins	411 Washington Ave, Suite 201 Kingston, NY 12401	(845) 339-9100	NY
Stora Realty Corp.	Steven Stoehrer	31 West 34th Street, 7th Floor New York, NY 10001	(212) 739-0763	NY
Summit Commercial Real Estate Group, LLC	Jerome Fiume	3009 Smith Road, Suite 25 Akron, OH 44333	(234) 231-0200	OH
~~Summit Commercial RealtyReal Estate Advisors, Inc. LLC~~	~~Charles W. Ciolino, Jr. Jerome C. Fiume~~	~~7800 Laurel Avenue, Suite 150 Cincinnati 45243~~ ~~2720 Van Aken Blvd., Suite 202B Cleveland, OH 44120~~	~~(513) 720-1000~~ ~~(330) 535-2661~~	OH
Levental Realty, LLC	Eugene Levental	525 Vine Street, Suite 200 Cincinnati, OH 45202	(513) 321-7589	OH
~~Summit Commercial Real Estate Advisors, LLC~~	~~Jerome C. Fiume~~	~~2720 Van Aken Blvd., Suite 202B Cleveland, OH 44120~~	~~(330) 535-2661~~	~~OH~~
Sperry Van Ness/ Wilson Commercial Group, LLC	Douglas S. Wilson	Easton Town Center 4200 Regent Street, Suite 200 Columbus, OH 43219	(614) 944-5140	OH
Ascension Commercial Realty, LLC	Timothy S. Schlachter	3130 Executive Parkway, Suite 403 Toledo, OH 43606 <u>Satellite Office located at</u> <u>7012 Lewis Avenue</u> <u>Temperance, MI 48182</u>	(419) 466-5501	OH
Commercial Real Estate Advisors LLC	Raymond Lord	5553 S. Peoria Ave. Ste 115 Tulsa, OK 74105	(918) 201-2005	OK
Bluestone & Hockley Realty, Inc.	James E. Schaff Kristin E. Schaff	4915 SW Griffith Drive, Suite 300 Beaverton, OR 97005	(503) 222-3800	OR
SVN - Imbrie Realty, LLC	Ryan Imbrie	7150 SW Fir Loop, Suite 100 Portland, OR 97223	(503) 208-9400	OR
~~SVN Commercial Advisors, LLC~~	~~Barbara Arthur Curt Arthur~~	~~4160 Commercial Street S.E. Salem, OR 97302~~ ~~Satellite Office located at:~~ ~~711 Country Club Rd, Suite 1B Eugene, OR 97401~~	~~(503) 588-0400~~	~~OR~~
Imperial Realty Management Corp.	Darbin T. Skeans Deborah Skeans Tom Skeans	1611 Pond Road, Suite 200 Allentown, PA 18104	(484) 245-1000	PA

Franchisee	Contact Name	Address	Phone Number	State
Latus Capital Advisors, Inc.	Laura J. Martin	3920 Market Street, Suite 351 Camp Hill, PA 17011 <u>Satellite Office</u> located at: 101 North Queen Street Lancaster, PA 17603	(717) 737-2422	PA
AHIA CRE, LLC	Chichi E. Ahia	~~2050 Cabot Blvd.~~ <u>125 Pheasant Run,</u> <u>Suite 102</u> ~~Langhorne, PA 19047~~ <u>Satellite</u> <u>Newtown, PA</u> <u>18940</u> <u>Satellite Office</u> located at: 1515 Market Street Philadelphia, Philadelphia, PA 19102	(215) 757-2500	PA
Three Rivers Commercial Advisors LLC	Jason Campagna Keane George	6 PPG Place, Suite 550 Pittsburgh, PA 15222	(724) 918-4428	PA
~~BlackStream Commercial, LLC~~ ~~(Columbia)~~	~~Carlos Salgado~~ ~~Ford Elliott~~ ~~Josh Howard~~	~~1721 Saunders Street~~ ~~Columbia, SC 29201~~	~~(864) 637-9302~~	~~SC~~
~~BlackStream Commercial, LLC~~ ~~(Greenville)~~ <u>Palmetto CRE, LLC</u>	~~Carlos Salgado~~ <u>Lars</u> ~~Ford Elliott~~ <u>Dustin</u> ~~Tenney~~ ~~Josh Howard~~ <u>Daniel</u> <u>Holloway</u> <u>Stephen Ahnrud</u>	~~20 Overbrook Court, 4th Floor.~~ <u>330</u> <u>Pelham Rd. Suite 100</u> Greenville, SC ~~29607~~ <u>29615</u>	(864) ~~637-~~ ~~9302~~ <u>263-7045</u>	SC
GASC, LLC	Adam Bryant Tom DeMint	1538 Fording Island Road, Suite 107 Hilton Head Island, SC 29926 <u>Satellite Offices</u> located at: • 6001 Chatham Center Dr., Suite 120 Savannah, GA 31405 • 575 King Street, Charleston, SC 29402	(843) 837-3754	SC
~~BlackStream Commercial, LLC~~ ~~(North Charleston)~~	~~Carlos Salgado~~ ~~Ford Elliott~~ ~~Josh Howard~~	~~4900 O'Hear Ave, Ste 100~~ ~~North Charleston, SC 29405~~	~~(843) 310-1763~~	~~SC~~
~~The Tidelands of South Carolina~~ ~~dba Peace & Company~~	~~Hampton Peace~~ ~~Perry Peace~~	~~35 Capers Way~~ ~~Pawleys Island, SC 29595~~	~~843-325-6069~~	~~SC~~
Southern Commercial Real Estate, LLC	Mark Mayfield Randy Graham	116 E. Main Street, Suite 201 Rock Hill, SC 29730 <u>Satellite Office</u> located at: 1039 Hunters Run Drive Tega Cay, SC 29708	(803) 325-1000	SC
Accel CRE, LLC	Jana L. Truman	7000 Executive Center Drive, Suite 2-110 Brentwood, TN 37027	(615) 671-4544	TN
Second Story Property Management Company, LLC	Tiffanie Robinson	800 Market Street, Suite 222 Chattanooga, TN 37402	(423) 682-8241	TN
Wood Properties, Inc.	George Brown	119 W 5th Ave., Suite 100 Knoxville, TN 37917	(865) 637-7777	TN

Franchisee	Contact Name	Address	Phone Number	State
Genesis Real Estate Group, LLC	Carnell Scruggs	718 Thompson Lane, Suite 108-185 Nashville, TN 37204	(615) 567-5907	TN
Dunn Commercial Management, Inc.	David Robert Dunn	1202 Corporate Drive West Arlington, TX 76006	(817) 640-9964	TX
~~Riverstone C.R.E. Co.~~	~~Jim Jones Jess Buenger~~	~~809 University Drive East Suite 101-A College Station, TX 77845~~	~~(613) 309-0068~~	~~TX~~
~~EverTrust Realty Advisors~~	~~Bruce Marshall~~	~~5343 Spring Valley Road Dallas, TX 75254~~	~~(214) 261-6306~~	~~TX~~
Glen E. Berhow	Glen Berhow	2215 Cedar Springs Road #1012 Dallas, TX 75201	(469) 828-1950	TX
Veler Commercial LLC	Timothy Veler	13355 Noel Rd., Suite 1101 Dallas, TX 75240	(214) 300-1355	TX
Team Verus, LLC	Greg Johnson	3190 Teasley Lane Denton, TX 76205	940-381-2220	TX
Fortune Real Estate, Inc.	Laura Salome	214 W Franklin El Paso, TX 79901	(915) 544-6208	TX
DFW Trinity Advisors, LLC	James K. Blake Stephen Harold Fithian	3000 Race Street, Suite 100 Fort Worth, TX 76111 Satellite Office located at: 1762 Keller Parkway, Suite 100 Keller, TX 76248	(817) 288-5525	TX
Hanna Solutions LLC	Mark Hanna	611 N. McColl Road, Suite D&E McCallen, TX 78501	956-821-8001	TX
Traditions Commercial Real Estate, LLC	Stephen Rodgers Travis Taylor	1619 E. Common Street, #1104 New Braunfels, TX 78130	(830) 500-3787	TX
The J. Beard Real Estate Company, LP	Elizabeth Beard Jeff Beard, CCIM	1077 Grogans Mill Road, Suite 135 The Woodlands, TX 77380 Satellite Office located at: 825 Town & Country Lane, 12th Floor Houston, TX 77024	(281) 367-2220	TX
~~Chester V. Barber~~	~~Chet Barber~~	~~165 S. Main St., Suite 250 Salt Lake City, UT 84111~~	~~(801) 508-2881~~	~~UT~~
Lead Commercial, LLC	Adam Sutton Cynthia Ives Leo Sutton	2005 Old Greenbrier Road, Suite 100 Chesapeake, VA 23320	(757) 523-9300	VA
Providence Realty Advisors LLC	Robert Seidel Terrell Marsh	6842 Elm Street, Suite 106 McLean, VA 22101	(571) 526-1000	VA
Commercial Specialists, Inc.	Jim Guisewhite	42 S. Cameron Street, Winchester, VA 22601	(540) 535-0808	VA
Retter & Company	Dave Retter	329 N. Kellogg Kennewick, WA 99336	(509) 737-9429	WA
Cornerstone Property Advisors, LLC	Guy Byrd	1311 North Washington St., Suite D Spokane, WA 99201	(509) 321-2000	WA
SVN Cascades, LLC	Nicholas "Nick" Ritch Kenneth R. "Ken" Davis	1200 Chesterly Drive, Suite 100 Yakima, WA 98902	(509) 902-8800	WA

Franchisee	Contact Name	Address	Phone Number	State
Senior Living Advisors, LLC	Tony Yousif	~~1120 Elm Grove Street~~ 809 S. 60th Street, Suite 202 ~~Elm Grove, WI 53122~~ West Allis, WI 53214	(619) 729-0377	WI
~~The Hintze Group Commercial Real Estate Co.~~	Jay Hintze	~~809 S. 60th Street, Suite 202~~ ~~West Allis, WI 53214~~	~~(262) 478-0532~~	~~WI~~

Franchise Agreements Signed, but Outlet Not Opened in Our Fiscal Year ~~2024~~ [2025](#)

Franchisee	Contact Name	Address	Phone Number	State
~~Real Estate Associates, Inc. (Raleigh)~~ Palmetto CRE, LLC	~~Joe Jernigan,~~ ~~Charlene Hamlett,~~ ~~Miriam Wellons,~~ ~~Seth Jernigan,~~ ~~Melissa Hamlett, &~~ ~~Whitney Wellons~~ Lars Gruenefeld Dustin Tenney Daniel Holloway Stephen Ahnrud	~~(none)~~ TBD	~~(919) 287-2121~~ (864) 263-7045	~~NC~~ SC
Hanna Solutions LLC	Mark Hanna	611 N. McColl Road, Suite D&E McCallen, TX 78501	956-821-8001	TX

List of Franchisees who had an Outlet Terminated, Canceled, or Not Renewed, or Otherwise Voluntarily or Involuntarily Ceased to Do Business Under the Franchise Agreement during the Fiscal Year Ended December 31, ~~2024~~2025 or who has not communicated with us within 10 weeks of the issuance date of the disclosure document.

Franchisee	Name	City/State	Phone Number
~~Axxcess Realty Advisors, LLC~~ Don Ellwanger	~~Craig Morris~~ Don Ellwanger	Newport Beach ~~Sacramento~~ , CA	(949) ~~544-3539~~ 916 456-8389
~~True Real Estate Partners~~ Iron Investments, Inc.	~~Alexander Provost~~ Cameron Irons	Santa Rosa ~~Ana~~ , CA	(707) ~~387-1177~~ 714 446-0600
Creviston Realty, Inc.	Delman Creviston	Roswell, GA	(770) 992-5112
~~Saunders Ralston Dantzler Realty,~~ Holman Norden Properties LLC	~~Dean Saunders, Gary Ralston, Todd Dantzler~~ William Holman	~~St. Lakeland~~ Peters , ~~FL~~ MO	(863) ~~877-2841~~ 636 628-2111
~~Parsons~~ BlackStream Commercial ~~Group, Inc., LLC~~ — Boston	~~John R. Parsons, Jr.~~ Carlos Salgado Ford Elliott Josh Howard	Natick ~~Asheville~~ , ~~MA~~ NC	(508) ~~820-2700~~ 828 774 5535
~~Walt Arnold Commercial Brokerage, Inc.~~	~~Walter Arnold~~	Santa Fe, NM	(505) 998-0398
~~CPEX Real Estate, LLC~~	~~Real Impact Corporation Timothy King~~	Brooklyn, NY	(718) 687-4210
~~Realty Performance Advisors (Syracuse)~~ BlackStream, LLC	~~Catherine Barnum, Robert Marvin~~ Carlos Salgado Ford Elliott Josh Howard	Canandaigua ~~Charlotte~~ , ~~NY~~ NC	(585) ~~697-0901~~ 704 892 5653
~~Commercial Realty (N.J. M. Realty~~ Advisors, Inc.)	~~Nicholas Malagisi~~ Charles W. Ciolino, Jr.	Clarence ~~Center~~ , ~~NY~~ Cincinnati, OH	(716) ~~633-9601~~ 513 720-1000
SVN Commercial Advisors, LLC	Barbara Arthur Curt Arthur	Salem, OR Satellite Office located at: Eugene, OR	(503) 588-0400
~~Hardisty~~ BlackStream Commercial ~~Realty (HWH Advisors LLC, LLC (Columbia))~~	~~Hans W. Hardisty~~ Carlos Salgado Ford Elliott Josh Howard	Hyde ~~Park~~ Columbia , ~~NY~~ SC	(914) ~~489-7909~~ 864 637-9302
~~Realty Performance Advisors (Rochester)~~	~~Catherine Barnum, Robert Marvin~~	Rochester, NY	(585) 4546100
~~Realty Performance Advisors (Buffalo)~~	~~Catherine Barnum, Robert Marvin~~	Williamsville, NY	(585) 697-0901
~~First Place~~ BlackStream Commercial ~~Realty, LLC (Greenville)~~	~~Victor S. Voinovich Sr.~~ Carlos Salgado Ford Elliott Josh Howard	Cleveland, ~~OH~~ Greenville, SC	(805) ~~967-9214~~ 864 637-9302

Franchisee	Name	City/State	Phone Number
~~Strayer Group~~ BlackStream Commercial Advisors LLC (North Charleston)	~~Lance C. Warner~~ Carlos Salgado Ford Elliott Josh Howard	~~Sandusky, OH~~ North Charleston, SC	~~(419) 626-4858~~ (843) 310-1763
~~Robert H. Burns~~ The Tideland of South Carolina dba Peace & Company	~~Robert "Bobby" H. Burns~~ Hampton Peace Perry Peace	~~Nashville, TN~~ Pawleys Island, SC	~~(613) 309-0068~~ (843) 325-6069
~~Angelic~~ The Hintze Group Commercial Real Estate, LLC Co.	~~Gabriel M. Silverstein~~ Jay Hintze	~~Austin, TX~~ West Allis, WI	~~(212) 498-7000~~ (262) 478-0532
~~Kingside Enterprises, LLC~~	~~Zachary P. Sunderland~~	~~Weslaco, TX~~	~~(956) 255-7135~~

¹[Franchisee was terminated prior to location being opened.](#)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Exhibit H
To Franchise Disclosure Document
GENERAL RELEASE OF ALL CLAIMS

GENERAL RELEASE OF ALL CLAIMS

____ (“FRANCHISEE”) and _____, an individual (“GUARANTOR”) enter into this General Release on _____ (the “Effective Date”), with reference to the following facts:

1. Introduction. On _____, **SVN International PBC**, a Delaware Public Benefit Corporation, formerly known as SVN International Corp. (“FRANCHISOR”), and FRANCHISEE entered into a Franchise Agreement (the “**Franchise Agreement**”) to operate an SVN® Franchise located at _____ (the “**Premises**”). GUARANTOR guaranteed FRANCHISEE’s performance under the Franchise Agreement pursuant to a certain Guaranty dated _____ (the “**Guaranty**”). In consideration of FRANCHISOR’S processing and approval of a *[check one of the following boxes]* contract renewal, transfer, or other _____, the Franchise Agreement provides that FRANCHISEE must sign this General Release as a condition thereto. All capitalized terms not otherwise defined in this General Release shall have the same meaning as in the Franchise Agreement and/or the Guaranty.

2. General Release. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRANCHISEE and GUARANTOR, for themselves and their respective officers, managers, directors, governors, shareholders, members, employees, agents, successors, assigns, heirs, and personal representatives, as applicable (collectively, the “Franchisee Parties”) hereby release and forever discharge FRANCHISOR, its parents and subsidiaries and the directors, officers, employees, attorneys and agents of said entities, and each of them (collectively, the “Franchisor Parties”), from any and all claims, obligations, liabilities, demands, costs, expenses, damages, actions and causes of action, of whatever nature, character or description, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future ~~(collectively “Released Claims”)~~, which arose on or before the ~~date of this General Release~~ Effective Date, including ~~any Released Claims with respect to but not limited to, any arising out of or existing under~~ the Franchise Agreement, the SVN Franchise, the Premises and the Guaranty ~~(collectively, the “Released Claims”); provided, however, the foregoing shall not apply to any obligations of the Franchisor Parties under this General Release.~~ ~~FRANCHISEE and GUARANTOR expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any law of the United States or any state or territory of the United States or of any other relevant jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, or any New York, Delaware, Illinois, Oklahoma, Texas, or other states counterpart thereto, which provides:~~

[3. Waiver of Civil Code Section 1542. The foregoing release in Section 2 is intended by the Franchisee Parties to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Franchisee Parties against the Franchisor Parties and any other released parties regardless of whether any unknown, unsuspected, or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. FRANCHISOR and GUARANTOR, for themselves and on behalf of the other Franchisee Parties, hereby expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release, as well as under any other statutes or common law principles of similar effect to Section 1542, whether now or hereinafter existing under the laws

of California, or any other applicable federal and state law with jurisdiction over the parties' relationship. Seller has been made aware of, and understands, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides:

~~"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."~~ GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In making this voluntary express waiver, FRANCHISOR and GUARANTOR, for themselves and on behalf of the other Franchisee Parties, acknowledge that claims or facts in addition to or different from those that are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is the intention of the Franchisee Parties to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The foregoing release in Section 2 is and shall be and remain a full, complete, and unconditional general release.]

~~3~~4. This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

45. Entire Agreement. This General Release sets forth the entire agreement and understanding of the parties regarding the subject matter of this General Release and any agreement, representation or understanding, express or implied, heretofore made by any party or exchanged between the parties are hereby waived and canceled.

56. Choice of Law. This General Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any conflict of laws, except that the provisions of any Massachusetts law regarding franchises will not apply unless jurisdictional, definitional and other requirements for the application of such statute or law are met independently of this Section. Any legal action necessary to enforce the terms and conditions of this General Release, shall be governed by the Dispute Resolution provisions (Article 17) of the Franchise Agreement, except as may be included in any addenda required under Franchisee's applicable state law, as provided in Article 18 of the Franchise Agreement.

7. Joint and Several. The obligations of Franchisee and Guarantor hereunder are joint and several in each and every respect.~~6.~~

8. Assignment; Binding Effect. This General Release may not be assigned or otherwise transferred, in whole or in part, by Franchisee or Guarantor. ~~—This Agreement~~ This General Release shall be binding upon each of the parties to this General Release and their respective heirs, executors, administrators, personal representatives, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this ~~Agreement~~[General Release](#) as of the day and year set forth above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

GUARANTOR:

_____, an individual

Print Name: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Documents be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	~~April 15, 2025~~ Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	~~April 7, 2025~~ March 31, 2026
Minnesota	Pending
New York	Pending
North Dakota	~~April 7, 2025~~ Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	~~April 7, 2025~~ March 31, 2026

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT
(Your Copy)

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 SVN International PBC ("SVNIPBC") offers you a franchise, SVNIPBC must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, SVNIPBC or an affiliate in connection with the proposed franchise sale.

New York requires that SVNIPBC 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 SVNIPBC 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 SVNIPBC 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 identified on Exhibit B.

The franchisor is SVN International PBC, located at 1309 Beacon Street, Suite 300, Brookline, Massachusetts 02446. Its phone number is (877) 697-0830.

Issuance Date: ~~April 2, 2025~~ March 31, 2026.

The name, principal business address, and telephone number of each franchise seller offering this franchise are: Lukas Krause, Chelsea Horsley, ~~Jonathan Maher~~ George Huertas, Julian Banuelos, and Camille Lahey, all at 1309 Beacon Street, Suite 300, Brookline, Massachusetts 02446, (877) 697-0830.

Other Franchise Seller(s):

Name: _____	Address: _____
Phone: _____	City/State/Zip: _____

See Exhibit B for our registered agents authorized to receive service of process.

I have received a disclosure document ~~dated April 2, 2025~~ with an issuance date of March 31, 2026, that included the following Exhibits:

Exhibit A	STATE SPECIFIC ADDENDA
Exhibit B	LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
Exhibit C	FRANCHISE AGREEMENT & SCHEDULES
Exhibit D	RENEWAL ADDENDUM TO FRANCHISE AGREEMENT
Exhibit E	FINANCIAL STATEMENTS
Exhibit F	TABLES OF CONTENTS TO THE CONFIDENTIAL OPERATIONS MANUAL AND BRANDING GUIDE
Exhibit G	LIST OF CURRENT AND FORMER SVN FRANCHISEES
Exhibit H	GENERAL RELEASE OF ALL CLAIMS

Date Disclosure Document received (Do not leave blank)

Signature of Prospective Franchisee

Date Receipt signed (Do not leave blank)

(Print Name and Title)

RECEIPT
(Our Copy)

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Other Franchise Seller(s):

Name: _____
Phone: _____

Address: _____
City/State/Zip: _____

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- | | |
|-----------|---|
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| Exhibit H | GENERAL RELEASE OF ALL CLAIMS |

Date Disclosure Document received (Do not leave blank)

Signature of Prospective Franchisee

Date Receipt signed (Do not leave blank)

(Print Name and Title)

[4935](#)4927-4848-9232[2456](#), v. [89](#)4927-4848-9232, v. 8