

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise or Other Agreement	Summary
	<hr/> Section 4 of the ERA Powered® Office Addendum	liability insurance policies naming us as an additional insured. <hr/> Transfers are limited to an existing franchisee meeting the ERA Powered® requirements.
n. Our right of first refusal to acquire your business	Section 15.8 of the Franchise Agreement	We have the right to match any offer for the purchase of your business; we have the right to substitute cash for any payment method set out in the offer and we have 120 days from option exercise date to complete transaction. Our credit is deemed equal to that of the buyer.
o. Our option to purchase your business	None	Not applicable.
p. Your death or disability	Sections 16.2.3.3 and 16.2.5 of the Franchise Agreement; Section 1 of the Location Addendum; Section 1 of the Term Extension Addendum	We have the right to terminate the Franchise Agreement if the estate does not seek our approval for Transfer of the Franchise within 180 days after your death or incapacity in accordance with the Franchise Agreement. If a majority owner dies or becomes disabled, you may elect to terminate the Franchise Agreement if certain conditions are satisfied.
q. Non-competition covenants during the term of the franchise	Sections 20.1 and 20.3 of the Franchise Agreement	No involvement in any other real estate brokerage business other than the Business or any Excluded Business authorized under the Franchise Agreement; and no direct or indirect participation in the operation or ownership of, or receipt of compensation from, any business that provides or seeks to provide equipment, supplies, services or other operating materials to other franchisees or our Related Parties and their respective franchisees without our prior written consent (subject to applicable state law).
r. Non-competition covenants <u>after</u> the franchise is terminated or expires	None.	Not applicable.
s. Modification of the agreement	Section 18 of the Franchise Agreement;	Modifications must be in writing and signed by you and our authorized officer. However, we have the right to unilaterally modify the P&P Manual.
t. Integration/merger clause	Section 22.15 of the Franchise Agreement	Only terms of Franchise Agreement, Exhibits, Addenda, and all agreements signed in connection with it are binding (subject to state law). Any representations or promises made outside the disclosure document and Franchise Agreement, Exhibits, Addenda, and all agreements signed in connection with it may not be enforceable. Our integration/merger