

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

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

~~The following is added to Item 5 and Item 7:-~~

~~The payment of all initial fees to us is deferred until we have satisfied all of our pre-opening obligations to you and you have commenced doing business pursuant to the franchise agreement.~~

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

**KELLER WILIAMS REALTY, LLC
MARKET CENTER FRANCHISE AGREEMENT
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ATTACHMENTS

- A AGREEMENT AND GUARANTY OF CONTROLLING PRINCIPALS
- B UNDERTAKING OF FRANCHISEE’S PRINCIPALS
- C ELECTRONIC DEBIT/CREDIT AUTHORIZATION
- D SOFTWARE LICENSE
- E CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

- (b) Associate Access Fee, payable at the rate of \$72 per month per Associate to provide Associates technology, technology initiatives, and to maintain the suite of tools and platforms for Associates' businesses. For Associates who are members of a real estate team registered with the Company consisting of 20 or more members that elect to participate in a team fee structure, the Associate Access Fee is tiered as follows: \$72 per month for each of the first 20 Associate team members, and \$36 per month for each additional Associate team member. Company will not increase the Core Agent Fee in 2026 or 2027. In 2028, the Core Agent Fee will increase to \$75 (with the discounted team rate increasing to \$37.50). Starting in 2029, Company may increase this fee annually by the greater of 3.5% or an amount up to the increase in the Consumer Price Index (U.S. Average, all items) as maintained by the U.S. Department of Labor (or any successor index), compared to the previous year.
- (c) Late Month-End-Close Fee, payable at the rate of \$500 for each day that Franchisee fails to submit on time a Gross Revenues statement, a Production Royalty statement or a Profit Sharing Contribution report. Franchisee acknowledges that the administration of the Profit Sharing program, the fulfillment of Company's commitments to its Regional Representatives, and other aspects of System administration require the timely reporting of information regarding payment of Production Royalty and Profit Sharing Contributions. Franchisee therefore agrees that the amount of the Late Month-End-Close Fee reasonably and appropriately compensates Company for the disruption of System administration that late reporting and late payments cause.
- (d) New Associate Fee, payable at the rate of up to \$40 per Associate (currently \$25 per Associate) who affiliates with a Market Center to cover the administrative costs of establishing a file and entering initial data for the Associate.

5.04 Terms of Payment.

Franchisee authorizes Company to deduct the Production Royalty under Section 5.02 and Other Fees and Charges under Section 5.03 from the account that Franchisee maintains in accordance with Section 6.01(k) at any time on the 7th Business Day of each month with respect to Production Royalty and Other Fees and Charges owed for the preceding month. All other fees and charges that this Agreement requires, including without limitation those related to reimbursement of expenses and costs of collection, for which no terms of payment are specified, shall be payable by electronic transfer of funds in accordance with Section 6.01(k), on demand or receipt of any billing statement or invoice therefore, whichever is earlier. Pursuant to Section 6.01(k), Company shall deduct payments directly from Franchisee's bank account by electronic funds transfer to cover all fees, costs, taxes and expenses described in this Agreement, including the costs of electronic funds transfer. Franchisee must sign all authorizations required, and Franchisee must adequately fund Franchisee's bank account. Franchisee shall not close or change such bank account without providing Company at least thirty (30) days' prior written notice and executing all new authorizations and documents required by Company to continue the electronic funds transfer from the new account.

5.05 Late Payment Fee.

If Company does not receive good funds representing payment of any month's Production Royalty or Other Fees and Charges, or if Franchisee becomes habitually late or materially

reduce any you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

- f. If the Agreement and/or the Disclosure Document requires you to sue the Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the State Cover Page of the Disclosure Document that the Agreement requires you to sue outside the State of Minnesota is not applicable because of the Franchise Act.
- g. Minn. Rule 2860.4400J. prohibits the Franchisor from requiring you to consent to liquidated damages. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Minn. Rule’s requirements and shall have no force or effect.
- ~~h. The payment of all initial fees to us is deferred until we have satisfied all of our pre-opening obligations to you and you have commenced doing business pursuant to the franchise agreement.~~

2. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, the Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the Franchisee acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____.

KELLER WILLIAMS REALTY, LLC:

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name:

Title: Operating Principal

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KELLER WILLIAMS REALTY, LLC:

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name:

Title: Operating Principal

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	May 6, 2026
Hawaii	May 14, 2026
Illinois	May 6, 2026
Indiana	May 6, 2026
Maryland	Pending
Michigan	May 6, 2026
Minnesota	Pending
New York	May 6, 2026
North Dakota	May 6, 2026
Rhode Island	May 6, 2026
South Dakota	Pending May 6, 2026
Virginia	May 20, 2026
Washington	May 13, 2026
Wisconsin	May 6, 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.