

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	entering into the Bookkeeping Assistance Program Service Agreement.		As of the date of this Disclosure Document, we don't anticipate this fee to increase by more than 30% annually in addition to any direct price increases from third-party vendors.
Monthly HelpDesk Plus Fee <sup>1,6</sup>	Currently \$400 per month	Monthly, when you are billed, beginning the month that you are no longer required to participate in the Monthly BackOffice Bookkeeping Assistance program.	<p>You must pay your Monthly HelpDesk Plus Fee directly to our Affiliate, BackOffice.</p> <p>As of the date of this Disclosure Document, we don't anticipate this fee to increase by more than 30% annually in addition to any direct price increases from third-party vendors. See note 6.</p>
Quarterly Bank Review Fee <sup>1,6</sup>	\$350 for the first quarter; \$250 for every quarter thereafter	Quarterly, when you are billed, beginning the month that you are no longer required to participate in the Monthly HelpDesk Plus program and sign up for the Quarterly Bank Review service.	<p>You may choose to participate in our Quarterly Bank Review. If you choose to participate, you must pay your Quarterly Bank Review Fee directly to our Affiliate, BackOffice. See note 6.</p> <p>As of the date of this Disclosure Document, we don't anticipate this fee to increase by more than 30% annually in addition to any direct price increases from third-party vendors.</p>
Fine for Marketing Outside of Territory <sup>1</sup>	\$500 per violation	When you are billed	Payable per violation if you market, solicit customers, perform services or sell products related to the Business outside of your Territory without our prior written consent.
Annual Convention/ Reunion Fees <sup>1</sup>	Currently \$1,000	When you are billed, which may be via automatic bank draft, or within 30 days after the Annual Convention via automatic bank draft.	<p>We charge you a per-person registration fee to attend the Annual Convention/Reunion. You must attend the Annual Convention/Reunion each year (see Item 11). We will charge you \$2,000 if you fail to attend or participate on a pro-rata basis based on number of days you miss at said convention.</p> <p><del>The fees We may increase in the future, fee but as of the date of this Disclosure Document, we don't anticipate the fees to increase</del>not by more than 30%</p>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			annually.
Transfer Fee <sup>1</sup>	\$10,000	Before transfer	You must pay us this fee when you sell your Business, but we may discount, reduce or waive the transfer fee if the transfer is to a legal entity you control, to a member of your immediate family or if an ownership change within the same entity or the same ownership group already on the Franchise Agreement is greater than 20%.
Late Fees <sup>1</sup> (Franchise Agreement)	\$10 per day	On demand	Applies to overdue fees from the due date until all sums are paid.
Dishonored Check or ACH Draft <sup>1</sup>	\$50	On demand	You must pay us for each check returned or ACH draft refused by your financial institution for insufficient funds in your account.
Interest <sup>1</sup>	12% on unpaid balances	On demand	Payable on all overdue amounts. The twelve percent (12%) charge is calculated as a per annum rate but may be collected on demand, including weekly or monthly through automatic bank draft.
Audit <sup>1</sup>	Cost of audit plus expenses, plus any amount owed as shown by the audit, plus interest and late fees	When you are billed	Payable if we make a finding of an understatement of Non-Maintenance Gross Sales or Maintenance Revenues of 2% or more or if you fail to provide requested information within 30 days of our initial request. <del>The fees may increase in the future, but as of the date of this Disclosure Document, we don't anticipate these fees to increase by more than 30% annually.</del>
Audit Noncompliance Fee	\$500 per document (up to \$2,500 per audit) that you fail to timely make available to us in connection with an audit;  And/or:  cost of audit, if audit is rescheduled due to your failure to cooperate with the audit	On demand	Payable if you fail to timely make available to us requested documents in connection with an audit.  In addition, if we must reschedule an audit due to your lack of cooperation, you will be required to pay for the cost of the audit.
Renewal Fee <sup>1,7</sup>	\$3,000	On renewal	See Item 17 for terms and conditions for renewal.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Amendment Fee <sup>1</sup>	\$300	When you are billed	<p>You must pay us a processing fee for modifications to our franchise agreement that are made at your request. When you request an amendment to your franchise agreement or related agreements, if we approve such amendment, we may require that you sign a general release releasing us from all claims you may have, except claims which, under state law, may not be released.</p>
Supplemental Training <sup>1</sup>	Currently, \$250 per day, plus your costs and expenses in attending	Time of training	<p>If you request or are required to repeat training in addition to the initial training program (see Item 11), we reserve the right to charge you a training fee, plus you must pay your costs and expenses in connection with such training. As of the date of this Disclosure Document we may conduct our training programs remotely/ virtually and so you may not incur any travel expenses if your training is done virtually.</p> <p><del>As of the date of this Disclosure Document, we don't anticipate this</del> We may increase the fee to <del>increase</del> but not by more than 30% annually.</p>
Ongoing Training <sup>1</sup>	Currently \$600 - \$1,500 (depending on location of training and number of days of training)	Time of program	<p>You may also be required to attend two or more ongoing training sessions per year, if offered, which will not exceed 4 days. We may charge you a tuition fee and you must pay for your travel expenses related to such training. The range of the costs described herein is the current estimate of the tuition fee. As of the date of this Disclosure Document, we may conduct our training programs remotely /virtually and so you may not incur any travel expenses if your training is done virtually.</p> <p><del>As of the date of this Disclosure Document, we don't anticipate this</del> We may increase the fee to</p>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			<del>increase</del> but not by more than 30% annually.
Indemnification and attorneys' fees and costs <sup>1</sup>	Varies according to loss	On demand	If we must engage an attorney to enforce our rights under the Franchise Agreement and we prevail, or if we are sued because of something you do or fail to do, you must indemnify us and/or reimburse us for all costs, including reasonable attorneys' fees (which may include outside counsel fees and in-house legal costs charged at rates comparable to outside attorneys), interest, court costs and expenses expended or incurred in enforcing our rights.
Tax Reimbursement <sup>1</sup>	Varies according to tax	When you are billed	You must pay us or to taxing authorities (as applicable) an amount equal to any sales tax, use tax, gross receipts tax, documentary stamp tax or similar tax (other than income tax), fees or charges imposed on us due to any required payments you make to us. You must pay us such additional amounts as necessary so that we receive all payments from you in full as if no such tax applied.

## NOTES

1. **Fee Payment Information.** All fees are non-refundable and, except as otherwise provided, all fees are uniformly imposed. All fees are imposed by us and are payable to us, except (i) the fees for BackOffice Bookkeeping Assistance, HelpDesk Plus Program, and Quarterly Bank Review, which are imposed by us, collected by our designee (currently our affiliate BackOffice) and may be passed through to the service provider, (ii) the fees for our Software System, which are imposed by us, collected by our designee (currently our affiliate ZorWare) and may be passed through to the service provider, (iii) the fees for the Task Management and Lead Management software, which are imposed and collected by our designee (currently, our affiliate ZorWare) but may be passed through to the third-party service provider; and (iv) any local or regional LMG fees, which are imposed by us, and may be payable to us or the LMG. You may be required to pay by automatic bank draft all current and future fees specified in this Item 6. In particular, you should be aware that all monthly fees due to us are currently calculated via the Royalty Submission Tool ("RST") and are paid by automatic bank draft, and you should plan accordingly. See Item 11 for information about electronic reporting of Non-Maintenance Gross Sales and Maintenance Revenues and payment of fees by automatic bank draft. Some banks or other financial institutions may charge a fee for electronic transfers.

in the future may be owned by private equity funds managed by our affiliates, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current affiliated franchise programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. As noted in Item 1, all of these affiliated franchise brands (with the exception of Mosquito Joe, PDS, and any KKR portfolio companies) have the same principal business address as us, and they generally do not maintain physically separate offices and training facilities from our offices and training facilities (except for Rainbow International, which maintains some separate training space) although each affiliated brand has its own separate meeting space. Most of the affiliated franchisors and the affiliated franchise brands are not direct competitors of our franchise network given the products or services they sell, although some are to a limited extent, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers in your territory. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.





There is no minimum sales quota.

### ITEM 13

#### TRADEMARKS

We grant you the right to operate a franchise under the name Real Property Management. You may also use our other current or future Marks designated by us to identify your franchise.

We own the rights to the following Marks, which have been registered or filed with the U.S. Patent and Trademark Office (“USPTO”) on its Principal Register:

Mark	Status	Registration Number	Registration Date
(Del)  (Words and Design)	Registered	3,572,022	February 10, 2009
 (Words and Design)	Registered	4,164,283	June 26, 2012
(Del)  (Design)	Registered	3,523,313	October 28, 2008
 (Design)	Registered	3,526,475	November 4, 2008

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
		work and service plans obligations (also see r, below).
n. Franchisor’s right of first refusal to acquire the Business	10(F)	We may buy your franchise at the same price and on the same terms as those of a third-party offer.
o. Franchisor’s option to purchase the Business	13(C)	Upon termination of your Franchise Agreement, we have the right to purchase the assets of the Business at fair market value as determined by an appraiser.
p. Death or disability of Franchisee	10(E)	Your personal representative must, within 120 days, tender the right of first refusal, apply for our consent to the transfer, pay the transfer fee and satisfy the transfer conditions (provided that no right of first refusal or transfer fee is applicable if the transferee is your spouse or child).
q. Non-competition covenants during the term of the Franchise Agreement	9(D)	<p>You (including your guarantors and owners, if you are an entity, or your spouse, children, parents, or siblings, if you are an individual) cannot be involved in a Competitive Business, <a href="#">subject to applicable state law</a>.</p> <p>A “Competitive Business” is any business that offers or sells any product or service or component thereof that (i) composes a part of our System, (ii) is the same as or similar to any product or service then-offered by our franchisees or (iii) otherwise competes directly or indirectly with our System.</p>
r. Non-competition covenants after the Franchise Agreement is terminated or expires	9(D)	For 2 years, no Competitive Business in your Territory, within a 25-mile radius of the outer boundary of your Territory, or inside the territory of another REAL PROPERTY MANAGEMENT business, <a href="#">subject to applicable state law</a> .
s. Modification of the Franchise Agreement	14(B)	No modification of the Franchise Agreement except by written agreement of both parties.
t. Integration/merger clause	14(B)	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this