FRANCHISE DISCLOSURE DOCUMENT

WEICHERT REAL ESTATE AFFILIATES, INC.
A Delaware Corporation
1625 State Route 10 East
Morris Plains, New Jersey 07950
(973) 359-8377
www.weichertfranchise.com
affiliates@weichertrealtors.net

The franchisee will operate one or more Weichert Offices providing residential real estate brokerage services and, if the franchisee wishes, non-residential real estate brokerage services.

The total investment necessary to begin operation of a Weichert franchise is from $77,300 to $359,800 (whether for a conversion or non-conversion franchise), including $25,000 that must be paid to the franchisor with an additional $12,500 per office for each Additional Office to be opened.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 our Franchise Administration Department at Weichert Real Estate Affiliates, Inc., 1625 State Route 10 East, Morris Plains, New Jersey 07950 and 973-359-8377.

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 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, DC 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: March 12, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how 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.
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 B 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 Weichert 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 Weichert franchisee?	Item 20 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 C.

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 or litigation only in New Jersey. 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 New Jersey than in your own state.

2. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Spousal Liability**. Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's material and personal assets, perhaps including your house, at risk if your franchise fails.

4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

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EXHIBIT J **RECEIPT**

ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

We and Our Affiliates

To simplify the language in this Disclosure Document, "we" or "us" means Weichert Real Estate Affiliates, Inc., the franchisor. "You" means the individual, corporation or partnership who buys the franchise. If the franchise will operate through a corporation, partnership or other business entity, "you" also includes the franchisee's owners or partners.

We are a Delaware corporation incorporated in June, 2001. We do business under the names "WEICHERT®" and "WEICHERT, REALTORS®." Our principal business address is 1625 State Route 10 East, Morris Plains, New Jersey 07950, and our telephone number is (973) 359-8377. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service are shown on Exhibit D.

We franchise businesses ("Weichert Businesses") that operate from offices (the "Weichert Offices" or the "Offices") from which licensed real estate brokerages provide residential real estate brokerage services and limited non-residential real estate brokerage services to customers located in the state(s) in which the brokerages are licensed. We have no predecessors.

Our founder, James M. Weichert, has operated a real estate brokerage business since 1969. In 1975, he founded our affiliate Weichert Co., which does business as "Weichert, Realtors®." We have no parent companies or predecessors.

The principal business address of Weichert Co. is 1625 State Route 10 East, Morris Plains, New Jersey 07950 and its telephone number is (973) 267-7777. As of December 31, 2025, Weichert Co. and its affiliates operated 75 residential and two (2) commercial "Weichert, Realtors" real estate brokerage offices in New Jersey, New York, Pennsylvania, Maryland, Virginia, and the District of Columbia.

While our founder and affiliates together have over forty years of experience in the real estate brokerage business, we – the franchisor – have not operated a real estate brokerage business. We have offered and sold franchises for Weichert Businesses since August, 2001. In each of Portugal and Aruba, we have granted a more limited franchise for real estate brokerage activities to a licensee to use our brand and only certain parts of our system there. Otherwise, neither we nor our affiliates have previously offered and sold franchises for any other type of business, but key members of our management have considerable experience in real estate franchising.

In a Cross-License Agreement dated as of July 31, 2001 (and since amended and restated as of October 31, 2024), Weichert Co. granted us the right to use the "WEICHERT" name, marks and system and to sublicense them to our franchisees.

The following affiliates may offer and sell you services and products, or they may provide real estate-related services, programs and products – such as relocation services, title searches, title insurance homeowners' insurance, home protection plans and various financial services – that you may offer and sell to your customers:

Affiliate	Date of Incorporation	State of Incorporation	Address
Franconia Real Estate Services, Inc. d/b/a Allegiance Government Relocation	06/24/1988	Virginia	5 Wood Hollow Road, Parsippany, NJ. 07054-2832
Heritage Abstract Company	2/9/1976	New Jersey	73 Washington Street, Morristown, NJ 07960
JMWEICHERTGROUP CO. (d/b/a Weichert Properties)	5/2/2007	New Jersey	1625 State Route 10 East, Morris Plains, New Jersey 07950
Mortgage Access Corp. (d/b/a Weichert Financial Services)	5/12/1980	New Jersey	1625 Route 10 East, Morris Plains, New Jersey 07950
Settlement Express of New Jersey, LLC	12/08/2022	New Jersey	1909 Rt. 70 East, Cherry Hill, NJ 08003
Title Closing Services LLC (d/b/a Weichert Title Agency; Democracy Title Agency)	1/12/2002	Delaware	1909 Rt. 70 East, Cherry Hill, NJ 08003
Weichert Abstract Company	7/26/2023	Pennsylvania	126 E. State Street, Media, PA 19063
Weichert Co. (d/b/a Weichert, Realtors)	9/12/1975	New Jersey	1625 State Route 10 East, Morris Plains, New Jersey 07950
Weichert Co. of Maryland, Inc. (d/b/a Weichert Realtors, Weichert Real Estate School, Inc.)	3/19/1993	Maryland	1625 State Route, 10 East, Morris Plains, New Jersey 07950
Weichert Commercial Brokerage, Inc.	12/11/1985	New Jersey	1625 Route 10 East, Morris Plains, New Jersey 07950
Weichert Insurance Agency, Inc. ()	12/11/1985	New Jersey	1625 Route 10 East, Morris Plains, New Jersey 07950
Weichert Lead Network, Inc. (d/b/a Weichert Rental Network, Inc.)	10/1/2002	New Jersey	1625 Route 10 East, Morris Plains, New Jersey 07950
Weichert New Homes Co., Inc.	10/20/1986	New Jersey	1625 Route 10 East, Morris Plains, New Jersey 07950
Weichert Referral Associates Co., Inc. (d/b/a Weichert Referral)	5/7/1982	New Jersey	1625 State Route 10 East, Morris Plains, New Jersey 07950

Affiliate	Date of Incorporation	State of Incorporation	Address
Weichert Workforce Mobility, Inc. (f/k/a Weichert Relocation Resources Inc.)	1/15/1986	New Jersey	1625 State Route 10 East, Morris Plains, New Jersey 07950
Weichert Title Agency of Maryland, LLC (d/b/a Weichert Title Agency)	3/10/2005	Maryland	1909 Rt. 70 East, Cherry Hill, NJ 08003
Weichert Title Agency, LLC (d/b/a Weichert Title Agency)	2/6/2004	Virginia	1909 Rt. 70 East, Cherry Hill, NJ 08003
Weichert of North America, Inc.	1/23/2007	Delaware	1625 State Route 10 East, Morris Plains, New Jersey 07950

Description of the Franchise

General. You will operate one or more Weichert Offices providing residential real estate brokerage services and related services, programs and products. If you wish, you may also provide non-residential real estate brokerage services and related services, programs and products.

We expect that most of our franchisees will have existing real estate brokerage offices which they convert to Weichert Offices. When you sign the Franchise Agreement, you or a person you designate must be a real estate broker duly licensed under all applicable laws, rules and regulations of the Territory (your "Responsible Broker").

The Initial Franchise Fee will entitle you to operate one Weichert Office.

If you wish to convert an Additional Office in the Territory to a Weichert Office or open an Additional Office in the Territory, and you receive our approval before you and we sign the Franchise Agreement, then you pay us an Additional Office Fee of $12,500 for each additional Office. If you wish to open any Additional Offices which we have not approved before you and we sign the Franchise Agreement, then, if we approve the Additional Office you propose, you must sign our then-current form of Franchise Agreement for the Additional Office, and you must pay us our then-current Additional Office Fee when you sign the Franchise Agreement for the Additional Office. If you wish to open a "Seasonal Office", which by definition is an Additional Office which may be closed no more than six months per calendar year with our prior written approval, you must sign our then-current form of Franchise Agreement for the Seasonal Office, and you must pay us our then-current Additional Office Fee when you sign the Franchise Agreement for the Seasonal Office.

The franchise offered under this Disclosure Document is only for franchisees with a net worth in tangible assets in excess of $150,000, not including the value of any interest in the Franchise Agreement, retirement investment accounts and/or principal residence(s).

The Services. The Franchise Agreement authorizes you to offer, sell and perform the "Services," which means acting as a broker or agent for another in connection with the listing, offering, selling, exchanging, purchasing, transferring, hypothecating, licensing, auctioning, managing, leasing or renting of any interest in real property of any kind and in any ancillary personal property (and all other services and property we may identify and provide for in our Operations Manual) for which a real estate broker license is required under applicable law.

IMPORTANT: While we will permit you to perform Services for non-residential property, we will have no obligation to furnish any training, support, promotion or other assistance to you in connection with any non-residential real estate brokerage activities, and we can operate and franchise offices selling non-residential real estate Services in your Territory in competition with you.

The Ancillary Services and Products. The "Ancillary Services and Products" consist of the ancillary real estate-related services, programs and products that we authorize you to offer, sell, use and/or furnish. The Ancillary Services and/or Products available to you may vary between markets. The Ancillary Services and/or Products available to you may vary during the term of your Franchise Agreement. Ancillary Services and/or Products available in your market when you enter into your Franchise Agreement may not be available for the entire term of your Franchise Agreement. The decision whether to make certain Ancillary Services and/or Products available in your market is in our sole judgment.

Unless our Operations Manual specifically states otherwise, you may also offer, sell, use and/or furnish the services and products classified "Ancillary Services and Products" from any other sources we have approved. Your decision to offer Ancillary Services and Products does not prevent you from offering similar competitive services and/or products of other companies, if they are offered and sold on a non-exclusive basis along with the Ancillary Services and/or Products.

Conversion Package. We will provide you with a Franchisee "Conversion Package" of goods and services, the cost of which will be included in the Initial Franchise Fee. The current Conversion Package includes tuition, economy travel and lodging for one person to attend the Weichert Leadership Academy, press releases, three (3) listing presentation portfolios, and the ability to place your listings on our Weichert.com site. We may add or subtract products or services from the Conversion Package at any time in our sole judgment.

Weichert Incentive Bonus Program. Under the Weichert Incentive Bonus Program, you may be eligible for an annual bonus. To qualify for a Weichert Incentive Bonus, you must achieve certain levels of paid Continuing Royalties on your Gross Revenues, and comply with other criteria described in Item 11.

Competition and the Market

Today's real estate business faces fierce competition, changing consumers, industry consolidation, changing business practices, new regulations and constantly-changing technology, which have transformed many former local, one-owner real estate offices into members of complex, full-service real estate and financial services institutions.

You will compete with other real estate brokerages, either independent "unaffiliated" offices or those affiliated with regional and national real estate franchise organizations. In addition, the real estate industry as a whole is increasingly influenced by competition from Internet-based organizations providing real estate information and some related services. You may also compete with us and our affiliates.

Residential real estate brokerage offices provide services in large cities and small towns. Many of these areas are developing, while others are already very mature. Although there are few age restrictions on customers utilizing residential real estate services (except for majority laws regarding the legality of contracts), your services will generally be marketed to adults ranging in age from 21 to 59. Whatever your area, your sales may be affected by minor seasonality factors. In certain areas of the country, usually recreational areas, sales may be significantly more seasonal.

Laws, Rules and Regulations

You or a person you have designated before you sign the Franchise Agreement must be a licensed real estate broker under the applicable law of your territory. That person will be identified as the "Responsible Real Estate Broker" on Exhibit A to your Franchise Agreement. Your Weichert Business must comply with the rules and regulations of the real estate commission in your state. In addition, your Weichert Business must comply with federal statutes concerning settlement (closing) procedures, as well as regulations pertaining to truth in advertising and lending. The laws, rules and regulations which apply to businesses in general will also affect you. Consult your lawyer about them.

In addition, you must be and remain a member in good standing of the National Association of Realtors.® Your Business must comply with the Code of Ethics of the National Association of Realtors® at all times. Your Business operations will also be governed by rules and regulations of state and local boards of realtors.

We do not represent that you will have the ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by the Franchise Agreement.

ITEM 2 BUSINESS EXPERIENCE

Director: James M. Weichert

Mr. Weichert has been our sole Director since our incorporation in June, 2001. Mr. Weichert has been the President of Weichert Co. in Morris Plains, New Jersey since 1969.

Chief Executive Officer: Aram R. Minnetian

Mr. Minnetian has served as our Chief Executive Officer since October 2022. In addition, Mr. Minnetian has been Chief Operating Officer of Weichert Co. and its affiliated companies since September 2017.

President: William A. Scavone

Mr. Scavone has served as our President since November 25, 2016 and he served as our Chief Operating Officer from September, 2008 to July, 2022.

Chief Operating Officer and Senior Vice President – Franchise Field Services: William L. Hassell, Jr.

Mr. Hassell has served as our Chief Operating Officer and Senior Vice President – Franchise Field Services since July 2022. Prior to assuming his current role as Chief Operating Officer, Mr. Hassell served as our Vice President – Western Region from January, 2020 to June 2022 in The Woodlands, Texas.

Executive Vice President of Operations: Leslie D. Shoaf

Mr. Shoaf has served as our Executive Vice President of Operations since July 2022. Prior to assuming his current role as Executive Vice President of Operations, Mr. Shoaf served as our Senior Vice President of Operations from July 1, 2001 to June 2022.

Chief Financial Officer and Treasurer: Michael Cadematori

Mr. Cadematori was appointed as our Chief Financial Officer and Treasurer on March 21, 2017.

ITEM 3 LITIGATION

Pending Actions

Putative Class Actions Regarding The National Association of REALTORS® and Brokerages

Weichert, Realtors and Weichert of North America, Inc., have been named as defendants in five putative class action matters alleging that The National Association of REALTORS® ("NAR"), various local NAR associations, and various brokerages around the country engaged in an antitrust conspiracy by requiring selling brokers to make a uniform offer of compensation to any broker representing a buyer for a listed residential property.

1. *Don Gibson, Lauren Criss, and John Meiners, individually and on behalf of all others similarly situated v. The National Association of REALTORS®, et al.,* United States District Court, Western District of Missouri, Case No. 4:23-cv-00788 (consolidated with *Umpa v. The National Association of REALTORS®, et al.*, United State District Court, Western District of Missouri, Case No. 4:23-cv-00945-SRB.

On October 31, 2023, plaintiffs, Don Gibson, Lauren Criss, and John Meiners, filed a putative class action against The National Association of REALTORS® ("NAR"), Compass, eXp World Holdings, Redfin, Weichert Realtors, United Real Estate, Howard Hanna, and Douglas Elliman in the United States District Court for the Western District of Missouri. The plaintiffs allege that rules established by NAR which require that, when listing a home for sale on a multiple listing service ("MLS"), the listing seller-broker is required to disclose the commission that the seller is willing to offer a buyer broker pursuant to the "Mandatory Offer of Compensation Rule" have the effect of requiring the seller rather than the buyer to pay the buyer-broker's commission, which they allege is less favorable to consumers than a model under which buyers paid buyer-broker commissions directly.

In *Gibson*, the plaintiffs claim that when they sold their homes in Missouri using Missouri-based MLSs, the Mandatory Offer of Compensation Rule required them to pay sales commissions to buyer's agents, which is a continuing conspiracy among the defendants and NAR to violate Section 1 of the Sherman Antitrust Act, and their actions have restrained price competition among buyer brokers by requiring sellers to pay an inflated buyer broker commission and an inflated total commission. The plaintiffs say they will seek to certify a nationwide class of sellers that used one of the defendants. Plaintiffs further allege that the defendant franchisors aided in these anticompetitive practices by requiring their respective franchisees to comply with NAR's policies and Code of Ethics. Plaintiffs seek a determination that the defendants have engaged in illegal conduct, as well as a permanent injunction enjoining the defendants from requiring sellers to pay a commission to buyer brokers or to otherwise restrict competition among buyer brokers and seller brokers, and an award of damages and/or restitution, attorneys' fees and costs of suit.

On December 27, 2023, the plaintiff, Daniel Umpa, filed a putative class action against The National Association of REALTORS®, HomeServices of America, Inc., BHH Affiliates, LLC, HSF Affiliates, LLC, The Long & Foster Companies, Inc., Keller Williams Realty, Inc., Compass, Inc., Exp World Holdings, Inc., Exp Realty, LLC, Redfin Corporation, Weichert Realtors, United Real Estate, Hanna Holdings, Inc, Douglas Elliman, Inc., Douglas Elliman Realty, LLC, At World Properties, LLC, The Real Brokerage, Inc., Real Broker, LLC, Realty One Group, Inc., and Homesmart International, LLC, in the United States District Court for the Western District of Missouri. Similar to the Gibson action (summarized above), the plaintiff alleges that rules established by NAR which require that, when listing a home for sale on an MLS, the listing seller-broker is required to disclose the commission that the seller is willing to offer a buyer broker pursuant to the "Mandatory Offer of Compensation Rule" have the effect of requiring the seller rather than the buyer to pay the buyer-broker's commission, which they allege is less favorable to consumers than a model under which buyers paid buyer-broker commissions directly. The plaintiff further alleges that NAR requires its non-defendant affiliates, including state and local realtor associations, and non-defendant non-member brokers and

individual realtors operating in areas with Multiple Listing Services (MLS) owned and/or operated by local realtor associations, to fully comply with the above anticompetitive rules, and with other rules contained in the NAR Handbook on Multiple Listing Policy and the NAR Code of Ethics. Plaintiff was represented by non-Weichert defendants when selling homes in Ohio and Maryland. Plaintiff seeks a determination that the defendants have engaged in illegal conduct, as well as a permanent injunction enjoining the defendants from requiring sellers to pay a commission to buyer brokers or to otherwise restrict competition among buyer brokers and seller brokers, and an award of damages and/or restitution, attorneys' fees and costs of suit.

On April 23, 2024, the parties in *Gibson* and *Umpa* filed an Amended Complaint that consolidates the two actions going forward.

Weichert reached a settlement agreement with the plaintiffs in the related *1925 Hooper* case in the Northern District of Georgia in November 2024. If that settlement is approved by the *1925 Hooper* court, it will resolve the *Gibson* plaintiffs' claims as well. Accordingly, after reaching the settlement, Weichert asked the *Gibson* court to stay the case pending resolution of the approval process in 1925 Hooper. The *Gibson* court declined to issue a stay and permitted the *Gibson* plaintiffs to conduct discovery which is ongoing. The *1925 Hooper Settlement* received preliminary approval on May 23, 2025, but remains subject to final court approval and will become effective following an appeals process, if applicable. We expect to receive the *1925 Hooper* court's decision on final approval of the settlement March or April 2026.

2. *Mya Batton, Aaron Bolton, Michael Brace, Do Yeon Irene Kim, Anna James, James Mullis, and Theodore Bisbicos, individually and on behalf of all others similarly situated, v. Compass, et al.,* United States District Court, Northern District of Illinois, Case No. 1:23-cv-15618.

On November 2, 2023, plaintiffs, Mya Batton, Aaron Bolton, Michael Brace, Do Yeon Irene Kim, Anna James, James Mullis, and Theodore Bisbicos, filed a putative class action against Compass, eXp World Holdings, Redfin, Weichert, Realtors, United Real Estate, Howard Hanna, and Douglas Elliman in the U.S. District Court for the Northern District of Illinois. In this action, the plaintiffs, who bought houses in Tennessee, Florid, Kansas, North Carolina, Nevada, and Massachusetts, make most of the same allegations as the Gibson complaint (summarized immediately above) on behalf of a putative class of home buyers in various states around the country. The Batton lawsuit is different from the other lawsuits referenced herein in that (i) the complaint incorporates fact allegations from a Department of Justice complaint and proposed settlement with NAR that was filed in late 2020; (ii) the plaintiffs seek damages for alleged violations of numerous state antitrust and consumer fraud statutes as well as state doctrines of unjust enrichment; and (iii) the plaintiffs seek class action status on behalf of purchasers of residential real estate, rather than sellers. On December 27, 2023, plaintiffs filed a motion to transfer Gibson and certain other actions making similar allegations that NAR and other real estate corporations, including us, violated the Sherman Anti-Trust Act to the Western District of Missouri pursuant to the rules of the JPML. We filed multiple motions to dismiss the complaint under Federal Rules of Civil Procedure 12(b)(2) and 12(b)(6) in September 2024. On October 8, 2024, the parties agreed that defendants need not begin collecting, reviewing, and producing documents and plaintiffs will not file any discovery motions until the Court rules on the pending motions. Those motions remain pending. No substantive discovery has occurred in the case. Because the case has been filed on behalf of home buyers rather than home sellers, Weichert's settlement in the *1925 Hooper* case discussed below, even if approved, will not fully resolve the *Batton* case. This lawsuit could take several years before there is any resolution.

3. *1925 Hooper LLC; Robert J. Arko; and Andrew M. Moore; on behalf of themselves and all others similarly situated, v. The National Association of REALTORS®, et al.*, United States District Court, Northern District of Georgia, Case No. 1:23-cv-05392.

On November 22, 2023, Janet Phillips, Joseph Hunt, Edith Anne Hunt, Penny Scheetz, Benjamin Aune And Parkwood Living, LLC, on behalf of themselves and all others similarly situated, filed a

putative class action against The National Association Of Realtors, HomeServices Of America, Inc., HSF Affiliates, LLC, BHH Affiliates, LLC, HomeServices Georgia Properties, Harry Norman Realtors, Keller Williams, LLC., Re/Max Holdings, Inc., Re/Max, LLC, Re/Max Metro Atlanta, Inc., Compass, Inc., Ansley Atlanta Real Estate, LLC, Christie's International Real Estate Group, LLC, Sotheby's International Realty, Inc., Atlanta Fine Homes, LLC, HomeSmart Holdings, Inc., Solid Source Realty, Palmerhouse Properties, LLC, Higher Tech Realty, LLC, Engle And Volkers, Anywhere Real Estate, Inc., Coldwell Banker Real Estate, LLC, Century 21 Real Estate, LLC, and Hamilton Dorsey Alston Company, Inc. On December 6, 2023, the plaintiffs filed an Amended Class Action Complaint, amending their November 22 complaint in order to remove and name additional plaintiffs and defendants (including our affiliate, Weichert of North America, Inc.), and to amend the facts and allegations set forth in the original complaint. Janet Phillips, Joseph Hunt, Edith Anne Hunt, Penny Scheetz, Benjamin Aune and Parkwood Living, LLC, removed themselves as class representatives pursuant to the Amended Class Action Complaint. Similar to the Gibson action, the plaintiff alleges that rules established by NAR which require that, when listing a home for sale on an MLS, the listing seller-broker is required to disclose the commission that the seller is willing to offer a buyer broker pursuant to the "Mandatory Offer of Compensation Rule" have the effect of requiring the seller rather than the buyer to pay the buyer-broker's commission, which they allege is less favorable to consumers than a model under which buyers paid buyer-broker commissions directly. The plaintiff further alleges that NAR requires its non-defendant affiliates, including state and local realtor associations, and non-defendant non-member brokers and individual realtors operating in areas with Multiple Listing Services (MLS) owned and/or operated by local realtor associations, to fully comply with the above anticompetitive rules, and with other rules contained in the NAR Handbook on Multiple Listing Policy and the NAR Code of Ethics. The plaintiffs, who were represented by non-Weichert defendants when selling homes in Georgia, seek a determination that the Mandatory Offer of Compensation Rule required them to pay sales commissions to buyer's agents, which is a continuing conspiracy among the defendants and NAR to violate Section 1 of the Sherman Antitrust Act, and has restrained price competition among buyer brokers by requiring sellers to pay an inflated buyer broker commission and an inflated total commission, and that the defendants have engaged in illegal conduct under Georgia's antitrust and consumer fraud statutes. Plaintiffs further allege that the defendant franchisors, including us, aided in these anticompetitive practices by requiring their respective franchisees to comply with NAR's policies and Code of Ethics. The plaintiffs seek a nationwide class of sellers that used one of the defendants and a subclass of sellers that used one of the defendants to sell their homes in Georgia. Plaintiffs seek a determination that the defendants have engaged in illegal conduct, as well as a permanent injunction enjoining the defendants from requiring sellers to pay a commission to buyer brokers or to otherwise restrict competition among buyer brokers and seller brokers, and an award of damages and/or restitution, attorneys' fees and costs of suit.

In November 2024, Weichert reached a settlement agreement with the *1925 Hooper* plaintiffs, which would also resolve the claims in *Gibson* and *Burton* above. Under the proposed settlement, Weichert has agreed to pay $8.5 million, with $4.25 million being paid 30 days after preliminary approval which was received on May 23, 2025, and the remaining $4.25 million to be paid within one year after that date. The *Gibson* plaintiffs have objected to the settlement, and have also filed motions to transfer the *1925 Hooper* case to the Western District of Missouri. The Court denied these motions and conducted a fairness hearing on October 28, 2025 for final approval. We expect to receive the *1925 Hooper* court's decision on final approval of the settlement in March or April 2026. If the Court grants final approval, the settlement will become effective following an appeals process, if applicable.

4. *Shauntell Burton, Benny D. Cheatham, Robert Douglass, Douglas Fender, and Dena Fender and on behalf of those similarly situated v. Bluefield Realty Group, LLC, et al.,* U.S. District Court, District of South Carolina*, Case No. 7:24-cv-01800*.

On April 11, 2024, Shauntell Burton, Benny Cheatham, Robert Douglass, Douglas Fender, and Dena Fender on behalf of themselves and all others similarly situated, filed a putative antitrust class action against more than fifty real estate brokerages, including Weichert Co. and a Weichert franchise in South Carolina, Weichert Beaufort LLC d/b/a Weichert-Coastal Properties. Similar to the actions above, the plaintiffs allege that rules established by NAR which require that, when listing a home for sale on an MLS, the listing seller-broker is required to disclose the commission that the seller is willing to offer a buyer broker pursuant to the "Mandatory Offer of Compensation Rule" have the effect of requiring the seller rather than the buyer to pay the buyer-broker's commission, which they allege is less favorable to consumers than a model under which buyers paid buyer-broker commissions directly. The plaintiff further alleges that NAR requires its non-defendant affiliates, including state and local realtor associations, and non-defendant non-member brokers and individual realtors operating in areas with Multiple Listing Services (MLS) owned and/or operated by local realtor associations, to fully comply with the above anticompetitive rules, and with other rules contained in the NAR Handbook on Multiple Listing Policy and the NAR Code of Ethics. The plaintiffs, who were represented by non-Weichert defendants when selling homes in South Carolina, seek a determination that the Mandatory Offer of Compensation Rule required them to pay sales commissions to buyer's agents, which is a continuing conspiracy among the defendants and NAR to violate Section 1 of the Sherman Antitrust Act, and has restrained price competition among buyer brokers by requiring sellers to pay an inflated buyer broker commission and an inflated total commission. Plaintiffs further allege that the defendant franchisors, including us, aided in these anticompetitive practices by requiring their respective franchisees to comply with NAR's policies and Code of Ethics. The plaintiffs seek a South Carolina class of sellers that used one of the defendants to sell their homes in South Carolina. Plaintiffs seek a determination that the defendants have engaged in illegal conduct, as well as a permanent injunction enjoining the defendants from requiring sellers to pay a commission to buyer brokers or to otherwise restrict competition among buyer brokers and seller brokers, and an award of damages and/or restitution, attorneys' fees and costs of suit.

Weichert has reached a settlement agreement with the plaintiffs in the *1925 Hooper* case in the Northern District of Georgia. If that settlement is approved by the *1925 Hooper* court, it will resolve the *Burton* plaintiffs' claims as well. Accordingly, after reaching the settlement, Weichert asked the *Burton* court to stay the case pending resolution of the approval process in *1925 Hooper*. Unlike the *Gibson* court, the *Burton* court agreed to stay all litigation against Weichert while the *1925 Hooper* settlement is pending. The *1925 Hooper* settlement received preliminary approval on May 23, 2025, but remains subject to final court approval and will become effective following an appeals process, if applicable. We expect to receive the *1925 Hooper* court's decision on final approval of the settlement in March or April 2026.

Concluded Actions

Beverly Ann Dannatt, individually, and on behalf of all others similarly situated, v. Weichert Co., United States District Court, District of New Jersey, Case No. 2:23-cv-04780.

On August 16, 2023, Beverly Ann Dannatt, individually, and on behalf of all others similarly situated, filed a putative class action against Weichert Co. The plaintiff alleges that she received unsolicited text messages and calls from an agent associated with a Weichert franchised office. The plaintiff further alleges that Weichert Co. engaged in illegal conduct through training materials and policies which directed real estate agents of Weichert franchises to engage in telephone solicitation activities directed at consumers in violation of the Telephone Consumer Protection Act. Plaintiff seeks to represent three nationwide classes: (1) comprising persons who were contacted by a Weichert real estate agent using the individual's cellular phone number with a prerecorded voice; (2) comprising

persons who were contacted by a Weichert real estate agent after registering their residential telephone number on the federal do-not-call list; and, (3) comprising persons who were contacted by a Weichert real estate agent using their residential telephone number after asking that such calls stop. The plaintiffs seek a determination that Weichert's actions violated the Telephone Consumer Protection Act, as well as a permanent injunction enjoining Weichert to cease unsolicited activity, and an award of damages and/or restitution, attorneys' fees and costs of suit. There have been no conclusions of law or fact in this matter. Although we believed that we acted lawfully and properly in all respects, Weichert settled the dispute on January 30, 2025 by paying $245,000. The settlement included releases from the plaintiff of all claims against Weichert Co. and, without limitation, Weichert Real Estate Affiliates, Inc. and its franchisees, along with a stipulation of dismissal with prejudice. An Order of Dismissal was entered on February 14, 2025.

In Re: Franchise No Poaching Provisions (Weichert Real Estate Affiliates, Inc.), State of Washington, King County Superior Court, Case No. 19-2-33643-9 SEA.

On or about September 13, 2019, the Attorney General of the State of Washington (the "Attorney General") initiated an investigation into our use of Franchise Agreement provisions that restrict our franchisees' ability to solicit or hire the certain personnel from each other. This investigation was part of the Attorney General's broader investigation (which was not targeted towards or against us) into the use of such provisions in the franchising industry. The Attorney General asserted that such provisions to constitute a contract, combination or conspiracy in restraint of trade in violation of the Consumer Protection Act, RCW 19.86.030. Although we expressly denied such assertion, on or about December 20, 2019, we entered into an Assurance of Discontinuance (the "AOD") with the Attorney General - - agreeing to, in pertinent part, remove such provisions from our future Franchise Agreements with franchisees; to not enforce such provisions in any of our existing Franchise Agreements; to notify our franchisees about the entry of the AOD; and, to amend all existing Franchise Agreements with entities in Washington State to remove such provisions - - in order to avoid protracted and expensive litigation. Neither the AOD nor its terms were construed as an admission of law, fact, liability, misconduct or wrongdoing by us or any of our representatives. The AOD was not a holding of liability in any civil action and was not an injunctive or restrictive order or decree resulting from an action brought by a public agency. Nearly 200 other franchisors have been compelled to enter into similar AODs with the Attorney General.

Franchisor-Initiated Litigation Involving the Franchise Relationship in the Last Fiscal Year

None.

Other than the above actions, there is no litigation that must be disclosed in this Item.

ITEM 4 BANKRUPTCY

There are no bankruptcies that are required to be disclosed in this Item.

ITEM 5 INITIAL FEES

The Initial Franchise Fee for your first Weichert Office will be $25,000.

Generally, we do not waive or reduce the amount of the Initial Franchise Fee. However, under rare and extraordinary circumstances which probably do not apply to you, we may waive or reduce the Initial Franchise Fee. During the fiscal year that ended December 31, 2025, we did not waive or reduce the Initial Franchise Fee for any franchisees.

The Initial Franchise Fee entitles you to operate your first Weichert Office (the "Initial Office"). You must pay the Initial Franchise Fee in full on the date you sign the Franchise Agreement. However, we may permit you to pay the Initial Franchise Fee in installments.

Refund of Initial Franchise Fee

The Initial Franchise Fee is nonrefundable, except as described below.

We will refund the Initial Franchise Fee within 60 days after the expiration of 14 months after you commence operations of the Initial Office as a Weichert Office, if, at the end of that 14-month period, you have paid us at least $60,000 in Continuing Royalties based on the Gross Revenues of your Initial Office. To qualify for the refund, we must have verified your Gross Revenues and Continuing Royalties by reviewing the operations reports (each, an "Operations Report") of your franchised Weichert Business (your "Franchised Business") and your payment of Continuing Royalties. There will be no partial refund if the Continuing Royalties you paid us based on the Gross Revenues of your Initial Office during the 14 months after you commence operations of your Initial Office as a Weichert Office is less than $60,000. Nothing in this paragraph or the Franchise Agreement should be construed in any way as a representation or guarantee that your Franchised Business will earn any specific level of Gross Revenues. "Continuing Royalties" and "Gross Revenues" are defined in Item 6, below.

Additional Offices. If you wish to convert an office within the Territory to a Weichert Office in addition to the Initial Office (each, an "Additional Office") which we have approved before you and we sign the Franchise Agreement, then you must pay us a non-refundable Additional Office Fee of $12,500 for each of these additional Offices when you sign the Franchise Agreement. The Additional Office Location(s) will be shown on Exhibit A to the Franchise Agreement.

If you wish to open any Additional Offices which we have not approved before you and we sign the Franchise Agreement, then, if we approve the Additional Office you propose, you must sign our then-current form of Franchise Agreement for the Additional Office, and you must pay us our then-current Additional Office Fee when you sign the Franchise Agreement for the Additional Office.

You pay us no other fees or payments for services or goods before your Business opens.

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ITEM 6 OTHER FEES

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Continuing Royalty	6% of Gross Revenues or the Minimum Monthly Royalty, whichever is greater. See Note 1.	We electronically debit your Bank Account for the Continuing Royalty as frequently as specified in the Operations Manual and any additional amounts necessary to meet the Minimum Monthly Continuing Royalty at the end of each month. See Note 1.	"Gross Revenues" includes all revenues from the Franchised Business with exceptions described in Note 1. Continuing Royalty percentage will not change during term of Franchise Agreement, but we can increase the Minimum Monthly Royalty by increases to CPI. See Note 1.
Marketing Fee	2% of Gross Revenues or the Minimum Monthly Marketing Fee, whichever is greater. See Note 2.	We electronically debit your Bank Account for the Marketing Fee as frequently as specified in the Operations Manual and any additional amounts necessary to meet the Minimum Monthly Marketing Fee at the end of each month. See Notes 1 and 2.	Contribution percentage will not change during term of Franchise Agreement, but we can increase Minimum and Maximum Monthly Marketing Fees by increases to CPI. See Notes 1 and 2.
Local Brokers Council	When Local Brokers Council is formed for your territory, dues will be at least $300 per year and no more than $3,000 per year, unless increased by Council. Special assessments will be no more than $500 per Office per month, unless increased by Council.	Established by Council.	We will form Local Brokers Councils, which will establish dues and assessments to be spent on marketing, advertising and promotion. No company owned Offices will participate. Any Council changes in dues or special assessments must comply with Council By-Laws (see By-Laws in Exhibit A and the Manual).
Administrative Offices	See remarks column.	When we or affiliate request.	If you provide any Services or Ancillary Services or Products to clients from an Administrative Office, then that Office becomes an Additional Office, and you must pay us the Additional Office Fee of $12,500.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Payments for Products and Services You Buy from Us or Affiliates		When we or affiliate require.	We and our affiliates may serve as non-exclusive Approved Suppliers. If you choose to buy from us or affiliates, you must pay the prices we or our affiliates set.
Initial Training at Weichert Leadership Academy	Additional and subsequent trainee charge: $950 per person. See remarks.	Fee for additional or subsequent trainees due before beginning of training; expenses as incurred.	The cost of training one person – you or your Business Manager – including ground or air transportation, hotel accommodations for 4 nights, certain meals and training materials is included in Initial Franchise Fee as part of our Conversion Package. You must pay for any other expenses and your trainee's salary. All Business Managers you appoint later must also complete the Initial Training Program. The $950 charge for training these and any other additional and subsequent trainees includes tuition and training materials, and you must pay all other expenses, such as salaries, transportation costs, meals, lodging and other living expenses.
Fast Track Training	Up to $199 per person for each new sales associate that you hire and we require to participate in the training. See Remarks.	Fee for training is due before beginning of training of each new sales associate or other employee; expenses due as incurred.	All new sales associates hired by you must participate in and complete Fast Track Training (as required in the Operations Manual). The cost will not be more than $199 per person, including training materials. You must pay all other expenses such as salaries, transportation costs, meals, lodging and other living expenses, if any.
Optional Sales Training Classes	Reasonable reimbursement for training materials, equipment leasing and/or meeting room expenses.	Upon enrollment in class.	We will provide optional, regularly scheduled training classes for both new and experienced sales associates. You must pay for all expenses of your trainees, such as salaries, transportation costs, meals, lodging and other living expenses.
Conventions and Conferences	We may charge you a reasonable fee to cover our costs and expenses of organizing and conducting each Management Retreat or Convention you attend - - provided, such charge will not exceed $999 (plus travel and lodging expenses) per attendee for each Management Retreat or Convention (subject to an annual adjustment for inflation as it affects our associated costs and expenses).	As incurred.	If we hold a Management Retreat or Convention, or both, you and your Business Manager must attend. You may send other attendees as well. You pay all transportation and lodging expenses. We will deduct the fee for the Management Retreat or Convention from your Bank Account (See Note 1).
Optional Materials and Services	Optional programs – not established.	Optional programs – not established.	If we offer to sell you any optional materials and services (directly, or through an affiliate), and you decide to purchase any of them, then you must pay us (or our affiliate) the prices that we determine. These prices will be subject to change at any time.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Referral Fees and Commissions	See Note 7.	Within 48 hours after closing of the transaction.	We or our affiliates may require you to pay a referral fee for each lead which we or our affiliates refer to you. All fees and commissions for referrals from or to franchisee-owned and company-owned Weichert Offices are governed by the Operations Manual. You must pay all applicable referral fees and commissions we require. We will state our policies for allocating leads and referrals to franchised and company-owned Offices in our Manual.
Software Costs	Required proprietary software is provided free of cost. You pay for any optional enhancements. See Note 6.	See Note 6.	See Note 6.
Insurance	Estimated premium for one year – $0 (if you already maintain sufficient insurance) to $6,500.	As insurance company requires.	See Note 3. If you fail to buy required insurance, we may pay premiums and charge you for them. Premiums are set by the insurance company and will depend in part on your claims experience. We expect that companies may raise premiums due to inflation, natural disasters, strikes, Acts of God, etc.).
Taxes		Promptly when due.	You must pay us all taxes we pay on account of services or goods we furnish to you, or the Initial Franchise Fee or Continuing Royalties you pay (not including any corporate income taxes imposed on us or our affiliates).
Advances		When we request.	You must pay us all amounts we advance to third parties for you.
Late Charge	Maximum law allows, or if no legal maximum, then 4% above prime rate.	When we request.	Late charge on any past due amounts owed to us. We will not increase charge beyond formula in column 2 during term of Franchise Agreement.
Administrative Fee	$35	When we request.	In addition to the Late Charge, we will charge you an Administrative Fee in the amount of $35 per occurrence if (i) you have insufficient funds in your Bank Account to make any payments due under the Franchise Agreement; (ii) you fail to make any payments due under the Franchise Agreement; or, (ii) before any regularly scheduled payment is due, you request a postponement of the payment due date.
Audit Expenses	See Note 4.	When we request	
Transfer Fee	$7,500/$750 Transfer Fee is subject to state law.	Before we approve the transfer.	The transfer fee is $7,500. However, if the transfer (i) is to a corporation that you form; (ii) is completed within 12 months from the date of your Franchise Agreement; and, (iii) you continue to maintain 100% ownership and control of the franchisee entity after the transfer, then instead of the $7,500 transfer fee, you will be required to pay us $750 for our legal and administrative expenses in connection with the transfer.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Indemnification			You indemnify us from certain losses and expenses – see Sections 7.17 and 14.04 (c) of the Franchise Agreement.
Management Fee on Death or Disability	Greater of (a) two times the salary paid to individual(s) we assign to operate Business, or (b) 10% of Business's weekly Gross Revenues.	See Remarks.	From date of your death or disability (or of your last surviving principal, partner or shareholder if you are an entity) until Business Manager assumes control, we may operate Business, but will have no obligation to do so. If we do, then we will deduct our expenses from the Business's Gross Revenues and pay ourselves the management fee in column 2. Management fee will be in addition to Continuing Royalties and Marketing Fees. We will remit any remaining funds to your Estate. Estate must pay us any deficiency due us under Franchise Agreement within 10 days of our notifying Estate of deficiency.
Attorneys' Fees			See Note 5.
Liquidated Damages	The lesser of (i) the number of months remaining in the term or (ii) 60 months for terminations before the 3rd anniversary of the Start Date or 24 months for terminations after the 3rd anniversary of the Start Date, times the monthly average amount of Continuing Royalties and Marketing Fees you owed for the 12 months before termination based on actual Gross Revenues, but not less than the Minimum Monthly Continuing Royalty and Minimum aggregate Monthly Marketing Fee for the 12 months in question (based on CPI-increase), then reduced by a discount of 8% to produce the present value of our lost profits.	Within 10 days after termination.	If you terminate the Franchise Agreement without our agreement, or we terminate the Franchise Agreement for your default, or you terminate the Franchise Agreement by failing to pay money owed us, then you must pay us liquidated damages using the formula in column 2. Liquidated damages are subject to state law.
Administrative Office Fee	Up to $1,000	When you open your Administrative Office.	After you open your Initial Office, we may permit you to open an Administrative Office in your Territory. You may operate your approved Administrative Office without paying us an Additional Office Fee, but you must pay us an Administrative Office Fee up to $1,000.
Temporary Office	Administrative Fee up to $2,000 per year See Note 1.	When you open your Temporary Office.	After you open your Initial Office, we may permit you to open a Temporary Office in your Territory. You may operate your approved Temporary Office without paying us an Additional Office Fee, but you must pay us an annual Administrative Fee up to $2,000 per year.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Satellite Office	$199 per month for a minimum of 12 months	When you open your Satellite Office.	After you open your Initial Office, we may permit you to open a Satellite Office in your Territory. You may operate your approved Satellite Office without paying us an Additional Office Fee, but you must pay us a monthly Satellite Office Fee of $199 for a minimum of 12 months.
Processing Fee	$250	When you request a change to your franchise Agreement.	We may charge a Processing Fee if we agree to make any changes you requested to your Franchise Agreement.

NOTES

Unless otherwise stated, all fees on the table above are nonrefundable and the fee or its formula is uniformly imposed (except with respect to Satellite Offices, which may be subject to lower fees/requirements than those set forth in this Item 6 – See Section 3 of the Satellite Office Addendum).

[1] ***Continuing Royalty.*** You agree to pay us the greater of 6% of the Gross Revenues (as defined below) of your Franchised Business (the "Continuing Royalty") or the "Minimum Monthly Continuing Royalty."

Minimum Monthly Continuing Royalty. There is no Minimum Monthly Continuing Royalty for your 1st and 2nd calendar months after your Start Date but you still must pay the 6% Continuing Royalty during those first two calendar months. Beginning in your 3rd month until the end of your 24th month after your Start Date, the Minimum Monthly Continuing Royalty will be $1,000 per Office per month. Beginning the 25th month following your Start Date and for the rest of the Term, the Minimum Monthly Continuing Royalty will be $1,500 per Office per month. However, if in any calendar year, you have paid a cumulative Minimum Monthly Continuing Royalty in an amount greater than the total Minimum Monthly Continuing Royalty due for the year (calculated by adding the applicable Minimum Monthly Continuing Royalty due for the entire calendar year), then you are no longer required to make any Minimum Monthly Continuing Royalty payments for the remainder of calendar year but you still must pay the 6% Continuing Royalty for the remainder of that year.

We can increase the Minimum Monthly Continuing Royalty each year, effective January 1 of each year, by the percentage of increase in the Consumer Price Index or "CPI" (as defined in the Franchise Agreement).

Start Date. The Continuing Royalty, Marketing Fee and all other payments and fees will begin to accrue either on the date you actually begin operation of the Franchised Business under the Franchise Agreement or the Initial Office Impact Date, whichever is earlier (the "Start Date"). The "Initial Office Impact Date" is the date by which you must start operating your Franchised Business from your Initial Office (see Exhibit A to your Franchise Agreement). Calculation of the Minimum Monthly Continuing Royalty will also begin on the third month after your Start Date.

Reduction in Royalty Rate. Under rare and extraordinary circumstances which probably do not apply to you, we may agree to waive or reduce the Continuing Royalty rate for all (or a portion of) the term of the Franchise Agreement.

Definition of Gross Revenues. "Gross Revenues" include all revenues from the Franchised Business, including your Initial Office, any Additional Offices and any Administrative, Temporary and/or Satellite Offices (more fully defined in the Franchise Agreement, with the exceptions

described below and in the Franchise Agreement). You may exclude from Gross Revenues reasonable referral fees paid by your Business to WLN (in connection with your participation in the Weichert Lead Network Lead Program), other real estate brokers unaffiliated with you and/or to legitimate referral agencies unaffiliated with you, such as relocation companies and referral networks, if you state the name and location of the brokers and/or referral agencies in your required Operations Reports. You may deduct from Gross Revenues all reimbursements received by your Franchised Business from auction sellers for auction advertising and marketing expenses which you have advanced on behalf of the auction sellers, if you include those reimbursement payments and the expenses to which they related in the required Operations Report. You may exclude from Gross Revenues any fees you receive for mortgages or loans referred to one of our Affiliates, for insurance business referred to one of our Affiliates (or its licensees) or for title search or insurance business referred to one of our Affiliates (or its licensees). If your Business receives a commission in the form of a promissory note, then you may include the commission in Gross Revenues on an installment basis, including each payment when you receive it under the note.

Pendings. "Pendings" are transactions that are subject to a previous binding written agreement but which have not yet closed, settled or funded before your Start Date. No Continuing Royalties will be payable on Gross Revenues that your Business may receive in connection with Pendings as of the Start Date of the Franchise Agreement. Continuing Royalties will be payable on any Gross Revenues you receive following the Initial Office Impact Date from transactions subject to a binding written agreement where the transaction arose from listings which you secured before commencing operations as a Weichert business (whether you secured the listings before or after signing the Franchise Agreement). Following the termination or expiration of the Franchise Agreement, you must pay us Continuing Royalties on any Gross Revenues you receive in connection with Pendings as of the date of termination or expiration.

The Bank Account. Within 30 days after we sign the Franchise Agreement, you must establish and maintain a segregated bank account at a bank or other financial institution which we designate (the "Bank Account"). The Bank Account must have the capacity to make payments and receive credits through electronic debiting. We can debit the Bank Account for Continuing Royalties, Marketing Fees and all other amounts you owe us or our affiliates under the Franchise Agreement. You agree to continuously maintain enough money in the Bank Account so as to allow us to make electronic debits as frequently as (e.g., daily, weekly, monthly or at some other interval), and in the form and manner, we specify in our Operations Manual (as it may be amended from time to time). Notwithstanding the foregoing, you agree to continuously maintain a minimum balance in the Bank Account of at least $1,500 or whatever higher minimum balance that we consider reasonably necessary. You must reimburse us for any extraordinary costs we incur in collecting or attempting to collect funds due to us or our affiliates from the Bank Account (for example, charges for insufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Bank Account balance). We will notify you of the date and amount of each debit we make from your Bank Account as and when we specify in our Operations Manual.

Operations Report and Payments. You must electronically submit an Operations Report to us, as frequently as (e.g., daily, weekly, monthly or at some other interval), and in the form and manner, we specify in our Operations Manual (as it may be amended from time to time). We may require, either in the Operations Manual or elsewhere, that the Operations Report contain some or all of the following information: a statement reporting all Gross Revenues received for the applicable time period; information regarding listings and sales; information regarding other income; information regarding allowable deductions; and/or information regarding staff changes. Notwithstanding the deadlines for submitting the Operations Reports specified in our Operations Manual, you may submit listing data to us as frequently as you desire, so that we can make it accessible to other Weichert Offices. We will electronically debit your Bank Account for the Continuing Royalty and Marketing Fee

as frequently as (e.g., daily, weekly, monthly or at some other interval), and in the form and manner, we specify in our Operations Manual (as it may be amended from time to time).

[2] ***Marketing Fee.*** You agree to pay us a "Marketing Fee" of 2% of the Gross Revenues (as defined above) of your Franchised Business, subject to the "Minimum Monthly Marketing Fee" and "Maximum Monthly Marketing Fee" defined below.

Minimum and Maximum Monthly Marketing Fee. The Marketing Fee of 2% of Gross Revenues will be subject to a minimum contribution per month per Office (the "Minimum Monthly Marketing Fee") and a maximum contribution per month per Office (the "Maximum Monthly Marketing Fee"); in the calendar year 2026 those amounts are $540.35 and $1,506.91, respectively. You may not aggregate Marketing Fees from more than one Office for the purpose of calculating the Minimum or Maximum Monthly Marketing Fee. We can increase the Minimum and Maximum Monthly Marketing Fees, effective January 1 of each year, by not more than the percentage of increase in the CPI since January 1 of the previous calendar year.

Marketing Fees on Pendings. No Marketing Fees will be payable on Gross Revenues that your Business may receive in connection with Pendings before the Start Date, but following the termination or expiration of the Franchise Agreement, Marketing Fees will be payable based on any Gross Revenues received in connection with Pendings as of the date of termination or expiration.

[3] ***Insurance.*** You, as a franchisee, must maintain the following insurance:

1. Broad form comprehensive general liability coverage, and broad form contractual liability coverage of at least $1,000,000 aggregate. This insurance may not have a deductible or self-insured retention of more than $5,000;

2. Professional liability (real estate brokers' errors and omissions) insurance in the amount of at least $1,000,000 per occurrence. You may purchase this insurance on an annual-premium or per transaction basis.

3. Fire and Extended Coverage Insurance on your Office and property in an amount adequate to replace them in case of an insured loss.

4. Business Interruption Insurance in sufficient amounts to cover the rental or mortgage payment of the Offices, previous profit margins (so we receive the Continuing Royalty and Marketing Fees which would have been due were it not for the interruption), maintenance of competent personnel and other fixed expenses during the life of the business interruption.

5. Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with minimum limits of liability in the greater of (a) the amount required by all applicable state and federal laws, or (b) $1,000,000 for each person killed or injured, and, subject to that limit for each person, a total minimum liability of $2,000,000 for any number of persons injured or killed in one accident, and a minimum limit of $300,000 for injury, destruction or loss of use of property of third persons as the result of any one accident.

6. Worker's Compensation and Employer's Liability Insurance (in statutory amounts), Unemployment Insurance and State Disability Insurance (as governing law requires), for your employees..

7. In connection with any construction, refurbishment or remodeling of any of the Offices, builders' and/or contractors' insurance and performance and completion bonds in forms and amounts acceptable to us.

8. Insurance coverage sufficient to satisfy your indemnification obligations under the Franchise Agreement.

You must name us and our present and future affiliates, and the present and future corporate affiliates, subsidiaries, successors, assigns and designees of each, and the respective directors, officers, employees, agents, attorneys, shareholders, designees, contractors and representatives of each as additional insureds under your insurance policies. If you do not purchase the required insurance, we may obtain the insurance for you, but we have no obligation to do so. If we obtain insurance for you, then you must pay for this insurance and immediately pay the required premiums, or we will debit the Bank Account to reimburse ourselves for the premiums.

[4] ***Audits.*** If we audit your Business, and you understated the Gross Revenues on the Operations Reports you submitted to us by 2% percent or more for the entire period of examination, when compared with your actual Gross Revenues, then you must immediately pay us the cost of the audit and the additional amounts owing, plus interest at the highest legal rate or, if there is no maximum legal rate, then 4% percent above the prime rate. If you understated your Gross Revenues by 8% or more for the entire period, we can terminate the Franchise Agreement and you must pay the amount due, plus interest, the cost of the audit and liquidated damages (see “Liquidated Damages” on table). The percentages described in this footnote will not change during the term of the Franchise Agreement. If you cancel or reschedule an audit, you must pay us an administrative fee of $500.

[5] ***Attorneys' Fees.*** If we prevail in any arbitration or action against you to secure or protect our rights under the Franchise Agreement, or to enforce the terms of the Franchise Agreement, we will be entitled to recover from you reasonable attorneys' fees, experts' fees, arbitrator’s fees, court costs and all other expenses of arbitration or litigation. You will be liable for our reasonable attorneys' fees, experts’ fees, arbitrator’s fees and court costs if we become a party to a proceeding concerning an agreement between us and you (and we win) or to a proceeding concerning the Franchised Business, as a result of an act, error or omission of yours, because of statutory, "vicarious," "principal/agent" or other liabilities imposed on us as your franchisor, or if we become a party to bankruptcy, arbitration, litigation or insolvency proceedings regarding your franchise. If we terminate the Franchise Agreement for your default, or if you terminate the Agreement through non-payment, you must pay us our expenses from your default or termination, including reasonable attorneys' fees, experts' fees arbitrator’s fees and court costs.

[6] ***Proprietary Software.*** You must install and use our current proprietary reporting system, the base version of which we will provide to you at no charge. Required modifications, upgrades or new versions of the base version of our reporting system will be provided to you without charge. We may, however, charge you our then-current fees for any optional enhancements to the base version of the system.

You must use our current back-office platform, a customized internet-based system called BrokerSumo. BrokerSumo provides functional features to be used in the operation of your Business and acts as a gateway between your brokerage and us with respect to reporting listings, pending and completed sales, Gross Revenues, information on staff members, and other required information. You must sign our standard form Software License Agreement for MyWeichert (in Exhibit A to this disclosure document).

We provide your Business with one license for the base version of BrokerSumo, at no charge, in order for your Business to send us required Operations Reports. Required modifications, upgrades or new versions of the base version will be provided to your Business without charge. We may, however, charge you our then-current fees for any optional enhancements to the base version. In addition, if you wish to provide access to BrokerSumo to your staff and sales associates additional fees may apply (though currently, BrokerSumo charges no fee for such access). Additional features and/or services are options may be available, and additional fees may apply for these features and/or services.

In the future, we may develop or have developed other proprietary software. If we determine that the proprietary software should be used by all Weichert franchisees, then we will provide the base version of the proprietary software to you at no charge; you must install and use the proprietary software; and, you must sign our standard, then-current form of Software License Agreement when we notify you to do so. If we develop modified, upgraded or new versions of the proprietary software that you are required to implement upon our notice to you, we will provide it to you without charge. We may charge you our then-current fees for any optional enhancements to the base version of the proprietary software.

In addition, you must implement and use a proprietary internet-based technology tool called myWeichert. You must sign our standard form Software License Agreement for myWeichert (in Exhibit A to this disclosure document). We provide your Business with access to the base level of myWeichert, at no charge, subject to our designated limits. The base level of myWeichert includes, subject to availability, components for CRM, website integration and BrokerSumo. Other features may be made available to you for an additional cost ("add-ons"). If your Business exceeds the aggregate Contact Limit (2,000 contacts per Authorized User), we reserve the right to bill you at our then-current rate (currently, $2 per 1,000 contacts exceeding the Contact Limit). If your Business exceeds the aggregate Communication Limit (750 e-mails, 25 texts and 30 phone minutes, per Authorized User per month), we reserve the right to bill you at our then-current rate (currently, $2 per 1,000 emails, $2 per 100 text messages and/or $2 per 30 phone minutes, exceeding the Communication Limit). Further, MyWeichert also makes available to you optional Listing Machine, Social, and Design Center features at a fee equal to the greater of $199 per month per company or $7 per user (agent) per month (the company must be fully opted in and the per agent fee will apply to all agents). Add-ons are optional. Upon the availability of any add-ons, we will identify those add-ons which we recommend to assist you with operating your Business. These add-ons are not yet determined and, although not mandatory, we reserve the right to charge you a fee for using any add-ons. In addition, if you and/or any of your Authorized Users' access to myWeichert is suspended or terminated, and thereafter reinstated, then as a condition to reinstatement, we reserve the right to charge a reinstatement fee equal to $399 (in addition to all past due charges and fees).

We do not have independent access to any information or data that you store on your computer system, other than administrator-type access to assist franchisees with support-related issues they may have on occasion. If we develop additional proprietary computer software in the future, you must use it and you may be required to sign our standard form of Software License Agreement.

[7] ***Referral Fees and Commissions*.** The fees for leads referred by one franchised or company-owned Office to another are generally negotiated between the parties and they will vary. Below is a list of referral fees that our affiliates currently charge our franchisees.

If Weichert Workforce Mobility, Inc. ("WWM") refers a corporate lead to you, you pay it between 37.5% and 45% of your Gross Revenues from any transaction arising from the referred lead, as established in the individual WWM contract.

If Weichert Referral Associates, Inc. refers a lead to you, you pay it 37.5% of your Gross Revenues from any transaction arising from the referred lead.

Weichert Lead Network, Inc. ("WLN") has a program for company-owned and franchised Weichert Offices and qualified third party real estate brokerages in which it refers leads generated from listings on *www.weichert.com* to participating qualified third party real estate brokerages, franchised Weichert offices and company-owned offices. If you decide to participate in the Weichert Lead Network Lead Program, you must sign our WLN Lead Program Membership Agreement (Exhibit H) before you are eligible to participate in the WLN Lead program. If WLN refers a lead to you, you pay

it 37.5% of your Gross Revenues from any transaction arising from the referred lead. We can change these referral fees on 30 days written notice to you.

In 2007, WWM formed the Weichert Broker Network ("WBN") comprised of company-owned and franchised Weichert Offices and qualified third party real estate brokerages in select markets in the United States and Canada. This corporate relocation network is voluntary and participation is based on a selection process to determine whether a particular office is qualified to effectively service specialized corporate relocation customers and clients. If you apply to participate in the WBN and WBN determines in its sole judgment that you meet its requirements and are otherwise qualified to participate in the WBN then you will be invited to participate in the WBN. If you are selected to participate in the WBN, you must follow its specific training and ongoing performance requirements. The annual WBN membership fee varies based on your market. Annual fees will not exceed $3,000 and are reviewed and adjusted annually. For each lead that results in a completed transaction, WWM will charge its referral fee equal to an amount between 37.5% and 45% of your Gross Revenue from that transaction. WWM may negotiate alternative fee arrangements for certain members on a case-by-case basis.

Referral fees payable to these respective affiliates may change following 30 days' written notice.

During the term of your franchise, you may not receive any leads. We make no guarantees or representations about the total number or quality of the leads that you may receive. In addition to the criteria and other conditions described above, the referral of any lead to you is based on a number of other factors, including, whether the lead consents to the referral to be made to you, the number of lead opportunities in your market, and competition in your market from other participating members, including other members of WBN and the WLN Lead Program who may be third party real estate brokerages that compete directly with you.

ITEM 7 ESTIMATED INITIAL INVESTMENT*

YOUR ESTIMATED INITIAL INVESTMENT – NON-CONVERSION OFFICE

(1) Type of expenditure	(2) Amount	(3) Method of payment	(4) When due	(5) To whom payment is to be made
Initial Franchise Fee	$25,000 See Note 1	Lump Sum	At signing of Franchise Agreement (See Note 1)	Us
Real Property	$3,600 - $21,600 See Note 2	As landlord requires	As landlord requires	Landlord
Construction/Remodeling/ Leasehold Improvement	0 - $75,000 See Note 3	As contractor or landlord requires	As contractor or landlord requires	Contractor or landlord
Inventory (yard signs, riders, etc.)	$7,500 - $15,000	Lump sum	When incurred	Seller
Office Equipment & Supplies;Decor, Fixtures & Furnishings	0 - $60,000 See Note 4	As seller requires	As supplier requires	Seller
Computer Hardware And Software	0 - $12,000 See Note 5	As seller requires	As supplier requires	Seller
Signs	$5,000 - $20,000 See Note 6	As seller requires	As supplier requires	Seller
Organizational Expense	0 - $5,000 See Note 7	As you agree with accountant/attorney	As you agree with accountant/attorney	Accountant/Attorney
Permits and Licenses	$200 - $2,000 See Note 8	As agency requires	As agency requires	Agency
Insurance	$6,000 - $17,000 See Note 9	As Agent requires	Before opening	Agent
Security Deposits	0 - $7,200	As sellers require	As suppliers require	Sellers
Additional Funds (3 Months)	$30,000 - $100,000 See Note 10	As expenses occur	Payroll weekly, other purchases according to agreed-on terms	Employees, sellers of goods and services
TOTAL:	**$77,300 to $359,800** (See Note 11)			

NOTES

[1] The Initial Franchise Fee for your first Weichert Office will be: $25,000. See Item 5 for the conditions for a refund of the Initial Franchise Fee. The Additional Office Fee for additional Weichert

* The expenses on the chart above are for your Initial Office. If you open an Additional Office at the same time that you open your Initial Office, your expenses will likely be higher. We expect that most of our franchisees will have at least one existing real estate brokerage office which they will convert to a Weichert Initial Office. None of the expenses described in this chart is fully refundable. We do not expect the costs of items you purchase from third parties to rise faster than general inflation..

Offices in your territory which we have approved before you and we sign the Franchise Agreement is $12,500 per additional office. (See Item 5 for definitions of the terms in this paragraph.) See Item 10 for expenses we may finance.

We may permit you to pay the Initial Franchise Fee in installments, with the first payment due on the date you sign the Franchise Agreement and the balance due on or before your Initial Office Impact Date.

[2] You may already have existing offices which you make into Weichert Offices. If you do not have acceptable space for your initial Office, you will have to lease at least 1200 square feet (anything less will need our prior written approval) in a suitable building for an Office. Since real estate values vary dramatically from region to region, it is difficult to accurately estimate your rent, but monthly rental costs range from approximately $1,200 to $7,200 or more per month for an Office. Accordingly, the estimate we have inserted in the table is for three months. To estimate the rental expense for an Office, apply the above square footage requirements to the local real estate rental costs in the area in your Territory where there are suitable buildings.

Each Office must have a screened lobby area; a private manager's office; a minimum of one conference room; and, a storage area and sales associates' work stations screened from public view. There must also be restrooms available to customers which they can access without going through restricted areas, such as the sales associate work area.

[3] You may already have an appropriate Initial Office, or your cost of construction or leasehold improvement for your Office may be minimal. The cost of construction or leasehold improvements will vary depending on your construction and renovation costs and how many of those costs the landlord will pay (if any). You must employ architects, designers, engineers or others as necessary to complete, adapt, modify or substitute the layout, plans and specifications for the Office, including any changes required by the landlord. Typically, you and the contractor you employ will negotiate a payment schedule. The contractor will install the leasehold improvements.

[4] The amount estimated for office equipment and supplies includes decor, fixtures and furnishings, desks, chairs, copying machine, typewriter, desk-top calculators, file cabinets, reception room seating, telephone system, waste baskets and other equipment and supplies necessary to operate the Weichert Business.

[5] Before you commence operation of your Initial Office and any Additional Offices under the Franchise Agreement, you must procure and install the computer system we require at that time at each Office. Regarding computer software, the franchisee is not necessarily required to buy any software if it already has sufficient software. If there is any specific software that we require you to have to join the Weichert System, we initially provide that to you, so it is not part of the initial investment estimates.

[6] Depending on location, type and size of sign. Your signs must conform to specifications.

[7] Actual cost dependent on work done by accountant and attorney, and standard regional rates. If you already have a business entity organized that is suitable, you may use that entity.

[8] As states and localities require. If you have already obtained the required permits or licenses then this might be zero or may be a nominal fee to change your licensee/permitee name on record.

[9] Annual premium for required insurance coverage. See Item 6 for the required insurance you must purchase meeting our minimum specifications.

[10] The estimate of additional funds for the initial period of your Business is based on your staff salaries and operating expenses for the first three months of operation. The estimated range of payroll expenses included in this 'Additional Funds' estimate is $0 to $20,000, supposing 1

franchised Office with zero to 3 initial full-time employees in the first 3 months and potential administrative expenses of having independent contractors (real estate agents).

[11] We and our affiliates do not finance your initial investment. In compiling these estimates, we rely on our affiliates' experience in operating real estate brokerage businesses and our management's experience in franchising real estate brokerage businesses.

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YOUR ESTIMATED INITIAL INVESTMENT – CONVERSION OFFICE

(1) Type of expenditure	(2) Amount	(3) Method of payment	(4) When due	(5) To whom payment is to be made
Initial Franchise Fee	$25,000 See Note 1	Lump Sum	At signing of Franchise Agreement (See Note 1)	Us
Real Property	$3,600 - $21,600 See Note 2	As landlord requires	As landlord requires	Landlord
Construction/Remodeling/ Leasehold Improvement	0 - $75,000 See Note 3	As contractor or landlord requires	As contractor or landlord requires	Contractor or landlord
Inventory (yard signs, riders, etc.)	$7,500 - $15,000	Lump sum	When incurred	Seller
Office Equipment & Supplies;Decor, Fixtures & Furnishings	0 - $60,000 See Note 4	As seller requires	As supplier requires	Seller
Computer Hardware And Software	0 - $12,000 See Note 5	As seller requires	As supplier requires	Seller
Signs	$5,000 - $20,000 See Note 6	As seller requires	As supplier requires	Seller
Organizational Expense	0 - $5,000 See Note 7	As you agree with accountant/attorney	As you agree with accountant/attorney	Accountant/Attorney
Permits and Licenses	$200 - $2,000 See Note 8	As agency requires	As agency requires	Agency
Insurance	$6,000 - $17,000 See Note 9	As Agent requires	Before opening	Agent
Security Deposits	0 - $7,200	As sellers require	As suppliers require	Sellers
Additional Funds (3 Months)	$30,000 - $100,000 See Note 10	As expenses occur	Payroll weekly, other purchases according to agreed-on terms	Employees, sellers of goods and services
TOTAL:	**$77,300 to $359,800** (See Note 11)			

NOTES

[1] The Initial Franchise Fee for your first Weichert Office will be: $25,000. See Item 5 for the conditions for a refund of the Initial Franchise Fee. The Additional Office Fee for additional Weichert Offices in your territory which we have approved before you and we sign the Franchise Agreement

is $12,500 per additional office. (See Item 5 for definitions of the terms in this paragraph.) See Item 10 for expenses we may finance.

We may permit you to pay the Initial Franchise Fee in installments, with the first payment due on the date you sign the Franchise Agreement and the balance due on or before your Initial Office Impact Date.

[2] We expect that most of our conversion franchisees will have an existing real estate brokerage office which they convert to a Weichert Office. If you do not have acceptable space for your initial Office, you will have to lease at least 1200 square feet (anything less will need our prior written approval) in a suitable building for an Office. Since real estate values vary dramatically from region to region, it is difficult to accurately estimate your rent, but monthly rental costs range from approximately $1,200 to $7,200 or more per month for an Office. Accordingly, the estimate we have inserted in the table is for three months. To estimate the rental expense for an Office, apply the above square footage requirements to the local real estate rental costs in the area in your Territory where there are suitable buildings.

Each Office must have a screened lobby area; a private manager's office; a minimum of one conference room; and, a storage area and sales associates' work stations screened from public view. There must also be restrooms available to customers which they can access without going through restricted areas, such as the sales associate work area.

[3] You may already have an appropriate Initial Office, or your cost of construction or leasehold improvement for your Office may be minimal. The cost of construction or leasehold improvements will vary depending on your construction and renovation costs and how many of those costs the landlord will pay (if any). You must employ architects, designers, engineers or others as necessary to complete, adapt, modify or substitute the layout, plans and specifications for the Office, including any changes required by the landlord. Typically, you and the contractor you employ will negotiate a payment schedule. The contractor will install the leasehold improvements.

[4] A conversion Office might already have this required item in place, in which case the cost may be zero if it meets all our standards. The amount estimated for office equipment and supplies includes decor, fixtures and furnishings, desks, chairs, copying machine, typewriter, desk-top calculators, file cabinets, reception room seating, telephone system, waste baskets and other equipment and supplies necessary to operate the Weichert Business.

[5] A conversion Office might already have this required item in place, in which case the cost may be zero if it meets all our standards. Before you commence operation of your Initial Office and any Additional Offices under the Franchise Agreement, you must procure and install the computer system we require at that time at each Office. Regarding computer software, the franchisee is not necessarily required to buy any software if it already has sufficient software. If there is any specific software that we require you to have you join the Weichert System, we initially provide that to you, so it is not part of the initial investment estimates here.

[6] Depending on location, type and size of sign. Your signs must conform to specifications. In some situations, the Franchisor allocates a certain amount in the Franchisor's "value package" to assist a conversion franchisee to convert their signage, from whatever other brand they were previously associated with, to a Weichert-branded outlet. (In other words, all or some portion of this cost may be included in the Initial Franchise Fee that the conversion franchisee pays to us.) This may include signs outside the franchisee's office building. The Franchisor states, in Exhibit A to the Franchise Agreement, anything that the Franchisor agrees to do in this regard, in each case.

[7] Actual cost dependent on work done by accountant and attorney, and standard regional rates. If you already have a business entity organized that is suitable, you may use that entity. As a

conversion franchisee you might already have an entity organized and ready to use to own and operate the franchise, so the expense might be zero.

[8] As states and localities require. As a conversion franchisee you might already have the required permits and licenses. If you already have the required permits or licenses, you may need to update those permits and/or licenses to change your licensee/permitee name on record.

[9] Annual premium for required insurance coverage. See Item 6 for the required insurance you must purchase meeting our minimum specifications.

[10] The estimate of additional funds for the initial period of your Business is based on your staff salaries and operating expenses for the first three months of operation. The estimated range of payroll expenses included in this 'Additional Funds' estimate is $0 to $20,000, supposing 1 franchised Office with zero to 3 initial full-time employees in the first 3 months and potential administrative expenses of having independent contractors (real estate agents).

[11] We and our affiliates do not finance your initial investment. In compiling these estimates, we rely on our affiliates' experience in operating real estate brokerage businesses and our management's experience in franchising real estate brokerage businesses.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

See Item 6 for the required insurance you must purchase meeting our minimum specifications: Broad form comprehensive general liability coverage, and broad form contractual liability coverage of at least $1,000,000 aggregate. This insurance may not have a deductible or self-insured retention of more than $5,000; Professional liability (real estate brokers' errors and omissions) insurance in the amount of at least $1,000,000 per occurrence. You may purchase this insurance on an annual premium or per transaction basis; Fire and Extended Coverage Insurance on your Office and property in an amount adequate to replace them in case of an insured loss; Business Interruption Insurance in sufficient amounts to cover the rental or mortgage payment of the Offices, previous profit margins (so we receive the Continuing Royalty and Marketing Fees which would have been due were it not for the interruption), maintenance of competent personnel and other fixed expenses during the life of the business interruption; Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with minimum limits of liability in the greater of (a) the amount required by all applicable state and federal laws, or (b) $1,000,000 for each person killed or injured, and, subject to that limit for each person, a total minimum liability of $2,000,000 for any number of persons injured or killed in one accident, and a minimum limit of $300,000 for injury, destruction or loss of use of property of third persons as the result of any one accident; Worker's Compensation and Employer's Liability Insurance (in statutory amounts), Unemployment Insurance and State Disability Insurance (as governing law requires), for your employees; In connection with any construction, refurbishment or remodeling of any of the Offices, builders' and/or contractors' insurance and performance and completion bonds in forms and amounts acceptable to us; and insurance coverage sufficient to satisfy your indemnification obligations under the Franchise Agreement.

We have established an Approved Supplier Program. The qualifications and responsibilities of Approved Suppliers are in the Operations Manual. Examples of products which you must obtain from Approved Suppliers include exterior signage, yard signs and riders, ad specialties, stationery, brochures and apparel bearing our logo.

We and our Affiliates may serve as non-exclusive Approved Suppliers. We reserve the right to earn a profit from selling you goods and services. Unless the Franchise Agreement or the Operations Manual provide otherwise, you will be under no obligation to purchase any goods or services from

us or our affiliates. At this time, there are no products or services which you must purchase from us or our affiliates as the only approved supplier.

We have adopted and customized a proprietary internet-based reporting system called BrokerSumo which is part of MyWeichert and which all Weichert franchisees are required to use for reporting listings, pending and completed sales, Gross Revenues, information on staff members, and other required information to us. We will provide this reporting system to you at no charge. We are the only approved supplier of the MyWeichert system. You must use this system in connection with your operation of your Franchised Business, and sign our standard form MyWeichert Non-Exclusive Software License Agreement (in Exhibit A to this disclosure document). If in the future we develop modified, upgraded or new versions of our reporting system, we will provide it to you without charge and you must implement it when we notify you to do so.

In the future, we or our Affiliates may develop other proprietary software, and if we do, you must install it and use it in the operation of your business. We will provide the base version of other proprietary software to you at no charge. You pay for any future updates or revisions. We do not expect to increase our fees for updates and revisions beyond inflation in the applicable industry segment unless our costs increase due to shortages, catastrophes, strikes, Acts of God, etc. You must procure and install the computer system we require at each Office.

We receive revenues from our franchisees from sales of goods and services. Our total revenues for the fiscal year which ended December 31, 2025 were $17,075,780; our total revenues from franchisee purchases of goods or services from us for the fiscal year which ended December 31, 2025 were $722,458, or 4.2% of total revenues.

During the fiscal year that ended December 31, 2025, our affiliate, Weichert Workforce Mobility, Inc. received $4,246,702 from franchisee purchases of goods or services.

During the fiscal year that ended December 31, 2025, our affiliate, Weichert Lead Network, Inc. received $92,507 from franchisee purchases of goods or services.

During the fiscal year that ended December 31, 2025, our affiliate, Weichert Referral Associates Co., Inc. received $705,099 from franchisee purchases of goods or services.

There are no approved suppliers in which any of our officers owns an interest.

All products and services you procure or purchase through sources other than Approved Suppliers must conform to the same standards and specifications (including proper use of the Proprietary Marks), that we require of Approved Suppliers or that we provide in the Franchise Agreement, the Manual, or otherwise. If you propose a supplier that is not an Approved Supplier, you must provide us reasonable notice of the name of the proposed supplier and the products and/or services you will obtain from the proposed supplier. We may test, analyze, inspect or randomly sample the product or service of the proposed supplier and we may require you to immediately discontinue the use of any product or service not meeting the minimum standards and specifications in the Manual. We will give you notice of our approval or disapproval of a supplier you propose within approximately three to six weeks, depending on the processing of the supplier's application and the timing of the next Supplier Committee meeting. If we disapprove of any product or service offered by your proposed supplier, we will provide you with written notice. We only require your proposed supplier to join the Approved Supplier Program and pay Program fees if it wishes to use our name or marks in promoting itself to prospective customers or it wishes us to add its name to the materials we provide to franchisees listing Approved Suppliers.

We may require our Approved Suppliers to pay us initial and annual fees to participate in our Approved Supplier Program. We may also require some Approved Suppliers to pay us a percentage of the revenues they generate from franchisees and/or furnish us with sample products or services

as additional compensation to us for marketing and administrative assistance. We or our affiliates may also receive discounts or rebates from Approved Suppliers. We (or our affiliates) can retain these fees, payments, discounts and rebates. And more broadly, we and/or our Affiliates may derive revenue - - in the form of promotional allowances, volume discounts, commissions, other discounts, performance payments, signing bonuses, rebates, marketing and advertising allowances, free products, and other economic benefits and payments - - from suppliers that we designate, approve, or recommend for some or all Weichert Businesses on account of those suppliers' prospective or actual dealings with your Business and other Weichert Businesses. That revenue may or may not be related to services we or our Affiliates perform. All amounts received from suppliers, whether or not based on your or other franchisees' purchases from those suppliers, will be our and our Affiliates' exclusive property, which we and our Affiliates may retain and use without restriction for any purposes we and our affiliates deem appropriate.

During the fiscal year ended December 31, 2025, we received no discounts from suppliers due to transactions between suppliers and our franchisees; but we did receive $72,750 in initial, annual, and event fees from Approved Suppliers. In addition, in the fiscal year that ended December 31, 2025, we received $17,559 in rebates (ranging from approximately seven cents per jumbo card to 10% of sales, depending on the particular arrangement) from Approved Suppliers based on optional, non-mandatory, franchisee purchases.

We may provide you with specifications governing the minimum standards of non-proprietary products, services or equipment you procure from a third party (that is, from any party other than us or our affiliates, or the designees of either), in our Operations Manual or in other written notices we transmit to you. We may modify our specifications in writing, and may add new specifications in writing.

We do not expect the prices you pay for purchases from third party suppliers to increase beyond inflation in the applicable industry segment unless the supplier's costs increase due to shortages, catastrophes, strikes, Acts of God, and other causes beyond its control.

We will attempt to negotiate additional purchase arrangements with Approved Suppliers for the benefit of franchisees. We have not yet negotiated any purchase arrangements with any suppliers from whom franchisees will be required to purchase certain products and/or services in connection with the operation of their franchised Weichert Businesses. There are no purchasing or distribution cooperatives. We provide you with no material benefits (such as granting additional franchises) based on your use of designated or approved sources.

We estimate that the required purchases described above are 3% to 10% of the cost to establish a franchised Weichert Business and approximately 5% of operating expenses.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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	Item in Disclosure Document
a. Site selection and acquisition/lease	Article 5 of Franchise Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Sections 7.07 and 7.08 of Franchise Agreement	Items 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 5 of Franchise Agreement	Item 7
d. Initial and ongoing training	Sections 6.02, 6.03, 6.07 and 6.08 of Franchise Agreement	Item 11
e. Opening	Section 7.01 of Franchise Agreement	Item 11
f. Fees	Article 4, Sections 14.02(E), 14.03, 14.04 (A) and 14.05 of Franchise Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operations Manual	Article 7, Section 6.01 of Franchise Agreement	Items 7, 8, 11, 14, 15 and 16
h. Trademarks and proprietary information	Articles 11, 15 and 18 of Franchise Agreement; Articles 1, 3, 4, 5, 6 and 9 of MyWeichert Software License Agreement	Items 13 and 14
i. Restrictions on products/services offered	Section 1.06 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 7.11 of Franchise Agreement.	Item 16
k. Territorial development and sales quotas	Article 2 of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Section 7.07 of Franchise Agreement	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	Sections 7.12 of Franchise Agreement	Item 11
n. Insurance	Article 8 of Franchise Agreement	Item 6
o. Advertising	Article 9 of Franchise Agreement	Item 11
p. Indemnification	Sections 7.17 and 14.04 (C) of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Sections 7.06 and 7.07 of Franchise Agreement	Item 15
r. Records and reports	Article 10 and Section 4.07 of Franchise Agreement	Item 6
s. Inspections and audits	Sections 7.18, 10.02 and 18.02(B)(3) of Franchise Agreement; Article 7 of the MyWeichert Software License Agreement	Item 6

Obligation		Section in Agreement	Item in Disclosure Document
t.	Transfer	Article 14 of Franchise Agreement; Article 8 of the MyWeichert Software License Agreement	Item 17
u.	Renewal	Article 13 of Franchise Agreement	Item 17
v.	Post-termination obligations	Article 18 of Franchise Agreement; Article 10 of MyWeichert Software License Agreement	Item 17
w.	Non-competition covenants	Article 12 of Franchise Agreement	Item 17
x.	Dispute resolution	Articles 20-25 and 28, Sections 12.05 and 18.01 (D) of Franchise Agreement; Articles 9, 12, 13, 14, 15, 19, 20 and 21 of MyWeichert Software License Agreement	Item 17
y.	Other (personal guaranty)	Article 29 and Exhibit D of the Franchise Agreement	Item 15

ITEM 10 FINANCING

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

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

Before you open your Office, we will:

(1) Designate your Territory. (Franchise Agreement, Section 2.01 and Exhibit A to the Franchise Agreement)

(2) Provide you with a Franchisee “Conversion Package” of goods and services, the cost of which will be included in the Initial Franchise Fee. The current Conversion Package includes tuition, economy travel and lodging for one person to attend the Weichert Leadership Academy, press releases, three (3) listing presentation portfolios, and the ability to place your listings on our Weichert.com site. We may add or subtract products or services from the Conversion Package at any time in our sole judgment. The specific contents of the Conversion Package that we will provide to you will be listed on Exhibit A to your Franchise Agreement. (Franchise Agreement, Section 6.04). We may suspend or rescind all or any part of your Conversion Package if you do not pay us (or our Affiliates) money that you owe us (or our Affiliates) on time or if you have received a Notice of Default under this Agreement, even if the default was timely cured.

(3) Lend you a copy of our Confidential Operations Manual (the "Manual"). You must strictly comply with the Manual in operating your Weichert Business. We can change the Manual, and you must comply with these changes when you receive them, but they will not materially alter your rights and obligations under the Franchise Agreement.

Under certain circumstances, we may decide to lend you a copy of the Manual before you sign the Franchise Agreement. If we do lend you a copy of the Manual, you must sign a Receipt (in Exhibit A to this disclosure document). By signing the Receipt, you acknowledge that we own all proprietary rights in the Confidential Operations Manual, and that you are acquiring no proprietary or

other rights to them. You must treat the Confidential Operations Manual and the information contained in it as confidential. If you or we decide not to enter into a Franchise Agreement, then you must immediately return the Confidential Operations Manual to us and you may not use the information contained in the Confidential Operations Manual for any purpose.

The following is the Table of Contents of the Manual as of the date of this disclosure document:

TOPIC	NUMBER OF PAGES
Policies & Procedures: Understanding your franchise, your legal obligations, operating your real estate office, business reporting, guidelines for advertising, sample by-laws of local broker councils, referrals and relocation	55
The Logo Book: The proprietary marks, signage, stationery, name badges, advertising	73
Training: Weichert® training, core courses, advanced courses, specialty courses and other educational events, training policies & procedures	8
Forms: Customer satisfaction survey, list of exempt pending transactions form, in bound referral form, out bound referral form, Weichert® training registration form	8
TOTAL PAGES	144

(4) Provide you with a list of our Approved Suppliers. (Franchise Agreement, Sections 6.05 and 7.07.)

(5) Furnish you with any specifications for required products and services. We have no obligation to assist you in establishing prices. (Franchise Agreement, Section 7.07.)

(6) Furnish you with our proprietary reporting and business management system. See below in this Item 11. (Franchise Agreement, Section 7.08.)

(7) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 10 business days of receipt. If we do not respond within ten (10) business days, the material is approved. (Franchise Agreement, Section 9.02.)

(8) We may supply you, at no cost, with one or more brochures and marketing kits containing information about the Ancillary Services and Products offered through our affiliates that are available in your area. If we do so, you must prominently display these materials in areas of your Office that are highly visible to visitors, such as the public lobby and/or client conference areas, as we require. (Franchise Agreement, Section 1.06 (C).)

Training

Initial Training Program. Before the Initial Office Impact Date or the next scheduled training program after the Initial Office Impact Date, we will provide classroom training for you (if the "franchisee" is an individual) or your Business Manager (if the "franchisee" is a business entity) at

the Weichert Leadership Academy, as follows:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Weichert Philosophy on Operating a Real Estate Business	2.0	0.0	Morris Plains, New Jersey or another location that we designate
Recruiting & Retention	6.0	0.0	Morris Plains, New Jersey or another location that we designate
Listing Mastery	4.0	0.0	Morris Plains, New Jersey or another location that we designate
Marketing	1.0	0.0	Morris Plains, New Jersey or another location that we designate
Technology	2.0	0.0	Morris Plains, New Jersey or another location that we designate
Career Development	2.0	0.0	Morris Plains, New Jersey or another location that we designate
Financial Management	2.0	0.0	Morris Plains, New Jersey or another location that we designate
Working with Buyers	2.0	0.0	Morris Plains, New Jersey or another location that we designate

We intend to conduct the Initial Training Program approximately two (2) times a year (or more frequently, if needed) in Morris Plains, New Jersey. However, we may determine from time to time, in our sole judgement, to suspend in-person gatherings such as the Initial Training Program and instead conduct them virtually. The instructional material consists of lectures, group discussions, role playing and case studies. William Hassell, Jr., our Chief Operating Officer, is in charge of the Initial Training Program. The minimum experience of the instructors that is relevant to the subject taught and our operations is from five (5) to thirty four (34) years.

The Initial Franchise Fee includes the cost of the Initial Training Program for you (if the "franchisee" is an individual) or your Business Manager (if the "franchisee" is a business entity), and that person must attend the training and complete it to our satisfaction. The Initial Franchise Fee also includes ground or air transportation, hotel accommodations for four nights, certain meals and training materials for that person. You must pay any other expenses, and you must pay your trainee's salary.

You or your Business Manager must complete the Initial Training Program before the Initial Office Impact Date or at the next scheduled training after the Initial Office Impact Date. If you or your Business Manager fails to complete the Initial Training Program to our satisfaction, we can terminate the Franchise Agreement. If we do so, we will not refund any portion of the Initial Franchise Fee.

If you would like additional personnel to attend the Weichert Leadership Academy, you must pay us a fee no greater than $950 per person for tuition and training materials, and you must pay all expenses incurred by your additional trainees in connection with training including their salaries, transportation costs, hotel accommodations, meals and other expenses.

Any Business Managers you appoint after the opening of your Weichert Business must attend and complete our next scheduled Initial Training Program. You must pay us a fee no greater than $950 per person for tuition and training materials, and you must pay all expenses incurred by your additional trainees in connection with training including their salaries, transportation costs, hotel accommodations, meals and other expenses. (Franchise Agreement, Section 6.02)

Initial Support Services. For a period of 90 days following the opening of your Franchised Business, we will provide initial business support services (Orientation Services) to help implement the Weichert System at your Office(s). These services may include training, administrative assistance and consultation concerning programs, procedures, guidelines, systems, specifications or techniques relating to the operation of your Weichert Business. The timing of Orientation Services will be subject to the availability of our personnel. Orientation Services may be available on-site, off-site, by telephone; or, through other communication formats or devices. (Franchise Agreement, Section 6.08)

Ongoing Field Support Services. Following the Orientation Services, we may, at our option, provide ongoing support services at locations of our choosing. The field support services may include management training, business planning and consultation relating to your Weichert Business. We will not charge a fee for this training, but you must reimburse us for the costs for any training materials, equipment leasing and/or meeting room expenses. You must also pay all related expenses of your trainees including, transportation costs, meals, lodging and living expenses. (Franchise Agreement, Section 6.09)

Sales Training Classes. We will provide regularly scheduled initial sales training classes (Fast Track Training) for your sales associates at local or regional locations or through webinar formats, subject to our scheduling, notification, enrollment and cancellation policies. All new sales associates hired by you must attend and complete Fast Track Training to our satisfaction. The cost is currently up to $169 per person for webinar classes and up to $199 per person for on-site classroom training, including training materials. You must pay all other expenses such as salaries, transportation costs, meals, lodging and other living expenses, if any. (Franchise Agreement, Section 6.03)

We may also provide optional training classes for sales associates or staff members at local or regional locations or through webinars, and subject to our scheduling, notification, enrollment and cancellation policies. The cost for this training to you or your sales associates will be limited to reasonable reimbursement for any required and/or optional training materials, equipment leasing and/or meeting room expenses. You must pay all other expenses of your trainees, including their salaries, transportation costs, meals, lodging and other living expenses. (Franchise Agreement, Section 6.03)

Conventions and Business Conferences. We may conduct system-wide business conferences or conventions. We will determine the duration, agenda and location of these. You (if the "franchisee" is an individual) and/or your Business Manager(s) must attend, and you may send other attendees if you wish. We may charge you a reasonable fee to cover our costs and expenses of organizing and conducting each Management Retreat or Convention you attend - - provided, such charge will not exceed $999 per attendee for each Management Retreat or Convention (subject to an annual adjustment for inflation as it affects our associated costs and expenses). You must also pay all related expenses of your attendees including, transportation costs, meals, lodging and living expenses. (Franchise Agreement, Section 6.07)

Deviations in In-Person Gatherings. We reserve the right to make any adjustments to our services offered to you as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually.

Obligations After Opening
During the operation of the franchised business, we will:

(1) Provide you with all updates and revisions to our Operations Manual. (Franchise Agreement, Section 6.01.)

(2) Furnish you with initial business support services (Orientation Services) we consider advisable. (See above.) We may provide these services on-site, off-site, by telephone or through other means. Timing will depend on the availability of our personnel. (Franchise Agreement, Section 6.08.)

(3) Continue to approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 10 business days of receipt. If we do not respond within 10 business days, the material is approved. (Franchise Agreement, Section 9.02.)

(4) Continue to furnish you with any specifications for required products and services. (Franchise Agreement, Section 7.07.)

(5) Continue to furnish requirements for the selection, training and duties of your personnel, Business Manager and Office Managers. (Franchise Agreement, Section 7.07.)

(6) If you are eligible, pay you Weichert Incentive Bonuses as described below in this Item 11. (Franchise Agreement, Section 6.06.)

(7) Notify you in writing of the Local Broker Council to which we assign you. We may change the boundaries and the membership of Local Broker Councils. (Although we wish to avoid this, you may have Offices which we assign to different Local Broker Councils, particularly if you add Additional Offices under a subsequent Franchise Agreement.) You must join and participate in the Local Broker Council(s) to which we assign you and pay all dues and assessments that your Local Broker Council(s) requires. Each Local Broker Council will be governed by Bylaws which will be included in the Manual and are included in Exhibit A to this disclosure document, except as modified to conform with the laws of any specific jurisdiction. The Local Broker Council may adopt further rules and procedures, including attendance requirements imposed on you or your designated representative, but these rules and/or procedures will not materially and unreasonably increase your obligations under the Franchise Agreement. (Franchise Agreement, Section 7.09 (A).)

Your dues to each Local Broker Council will not be less than $300 per year or more than $3,000 per year, unless franchisee Council members change the dues in accordance with the Bylaws of the Council. In addition to the Council dues, a Local Broker Council may impose special

assessments for marketing, advertising and promotional purposes, in amounts no greater than $500 per Office per month, unless franchisee Council members change this maximum assessment in accordance with the terms of the Bylaws of the Council. If you do not make required payments of dues or assessments to your Local Broker Council, we can terminate the Franchise Agreement.

The Local Broker Council may expend the funds derived from franchisee dues and assessments (and any funds we transfer to the Council from the Local Marketing Fund, as described in (9) below) for the following purposes: developing advertising ideas and concepts; developing market research and merchandising programs; preparing advertising campaigns; developing promotional ideas and strategies; preparing collateral creative materials; preparing advertisements; placing and paying for marketing and advertising by the Local Broker Council; planning, negotiating, contracting and trafficking all media programs; employing advertising agencies to assist in the above activities and securing other technical and professional advice in connection with the above; other public relations; sales rallies, awards banquets, special promotions and other marketing and promotional activities; reimbursement of reasonable travel and lodging costs of the Council's elected or appointed representative to any Regional Advisory Councils; and, administering the Council, including legal and accounting services. It will not be a requirement that expenditures made by a Local Broker Council be proportionate to your contributions or those of any other franchisee.

Each Local Broker Council will order an audit following the end of each fiscal year. The auditors will present their audit report to the Board of the Council as soon as practicable, and the Board will then present the report to you and the other members of the Council at the next regular meeting or at a special meeting. The sample Bylaws will be included in the Manual and are included in Exhibit A to this disclosure document.

A representative of ours must attend all meetings of any Local Broker Council and of any subgroup of its members. We will not have a vote in these meetings, but we will have the right to veto any Council action. No company-owned Offices will participate in or contribute to any Local Broker Council.

(8) Notify you of any Regional Advisory Councils, National Councils or International Councils that we may form and which affect you. We may establish Regional Advisory Councils of franchisee representatives in each Local Broker Council or other regional area we determine. We may also establish a National or International Advisory Council of franchisee representatives within boundaries or other groups we establish. Each Regional Advisory Council, National Advisory Council or International Advisory Council will operate in accordance with policies and procedures we establish and specify. Actions of the Regional, National or International Councils are advisory only and will not be binding upon us or individual franchisees. Regional, National and International Councils will be composed of Weichert franchisees elected or appointed on a representative basis by members of Local Broker Councils and/or Regional Advisory Councils, or by us. Representatives to Regional, National and International Councils will have voting power in proportion to the number of Weichert franchisees in the area or region they represent. A representative of ours must attend all meetings of any franchisee council and of any subgroup of its members. We will not have a vote in any franchisee council, but we will have the right to veto any council action.

(9) Administer the Weichert Marketing Fund as follows (Franchise Agreement, Section 9.03). We will combine your Marketing Fees with the Marketing Fees paid by all other Weichert franchisees and our contributions to constitute the Weichert Marketing Fund. The Fund will not be used to solicit the sale of franchises. You must pay a Marketing Fee of 2% of Gross Revenues per Office as frequently as (e.g., daily, weekly, monthly or at some other interval) we specify in our Operations Manual (as it may be amended from time to time), but the aggregate Marketing Fees you pay us each month will not be less than a minimum contribution per month per Office (the "Minimum Monthly Marketing Fee") or more than a maximum contribution per month per Office (the "Maximum Monthly

Marketing Fee"); in the calendar year 2026 those amounts are $540.35 and $1,506.91, respectively. You may not aggregate Marketing Fees from more than one Office for the purpose of calculating the Minimum or Maximum Marketing Fee. We can increase the Minimum and Maximum Monthly Marketing Fees, effective January 1 of each year, by the percentage of increase in the CPI since January 1 of the previous calendar year. If we sign the Franchise Agreement on or after January 1, 2027, the applicable Minimum or Maximum Monthly Marketing Fee will be increased by the percentage of increase in the CPI from the period January 1, 2026 through December 31, 2026. All franchisees are required to contribute to the Weichert Marketing Fund in accordance with the same formula.

Our Contributions to the Fund. On or before the fifteenth business day of each month, we will contribute to the Marketing Fund an amount equal to 5% of the Continuing Royalty payments we have received from our franchisees during the previous month (less any Weichert Incentive Bonuses we may have paid, or which have accrued, to you and other franchisees). We are not obligated to contribute to the Fund any portion of the Initial Franchise Fees, Marketing Fees or any payments other than Continuing Royalties that we receive from franchisees.

Expenditure of Local Marketing Fees. We will spend approximately 50% of the Weichert Marketing Fund, less reasonable administrative costs, production costs and advertising agency commissions (the "Local Marketing Fund"), on marketing, advertising and promotion within our franchisees' local areas, using programs and media that we select. These local areas may cover the Territories of two or more Weichert franchisees. We may transmit some or all of the Local Marketing Fund to Local Broker Councils for the Council to spend on marketing, advertising and promotion within the geographic area covered by each Council (see above). For avoidance of doubt: other than the limited requirements stated in this Item 11 regarding the Local Marketing Fund, we (the Franchisor) are not required to spend any amount on advertising in the area or territory where you (the franchisee) are located.

The Regional/National Marketing Fund. The remaining portion of the Fund (the "Regional/National Marketing Fund") is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the Weichert System. We and our designees have no obligation in administering the Regional/National Marketing Fund to make all expenditures equivalent or proportionate to your contributions, to ensure that any other particular franchisee benefits directly or proportionately from the placement of all advertising or to ensure that all marketing and advertising impacts or penetrates your Territory. The Fund is not a trust and we are not a fiduciary with respect to the Fund or any portion of the Fund.

The Weichert Marketing Fund Advisory Council. We established a Weichert Marketing Fund Advisory Council. As of the date of this disclosure document, the Council had five franchisee representatives and one representative of ours. We can vary the composition of the Council. All Weichert franchisees in good standing will elect the franchisee representatives, on the basis of one Office, one vote, except that no franchisee (or group of commonly-controlled franchisees) may have more than 25% of the vote regardless of the number of Offices owned by the franchisee or group of commonly-controlled franchisees. The functions of the Council will be solely advisory, and we will have sole control and direction of all marketing, advertising and promotional programs, the creative concepts, materials and media used in the programs, and the placement and allocation of advertising.

Use of Regional/National Marketing Fund. We may use the Regional/National Marketing Fund to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized marketing and advertising (including, for example, the cost of preparing and conducting television, radio, magazine, newspaper and World Wide Web/Internet advertising campaigns and other public relations activities) and employing advertising agencies to assist in these activities,

including fees to have print, broadcast and/or World Wide Web/Internet advertising placed by an agency and all other advertising agency fees. We may use advertising agencies affiliated with us. We will maintain the sums paid by franchisees to the Fund or income earned from the Fund in a separate account (except for any Local Marketing Fees we may transmit to Local Broker Councils as described above), and we may not use these amounts for any purposes other than those provided for in the Franchise Agreement. We can spend up to 15% of the annual expenditures of the Fund (including both the Regional/National Marketing Fund and franchisee Local Marketing Fees) for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including (for example) conducting market research; preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing and maintaining, and paying third parties for, the preparation and maintenance of World Wide Web pages and sites; other activities related to advertising and promotion via the Internet and/or other public computer networks; and, collecting and accounting for assessments for the Fund and preparing audits of the Fund. This charge of up to 15% does not include any advertising agency fees which the Fund must expend to secure the services of an advertising agency or to have print or broadcast advertising placed by an agency. In making expenditures from the Regional/National Marketing Fund, we can use any media, create any programs and allocate advertising funds to any regions or localities as we consider appropriate.

Audit of Fund. Within one hundred twenty (120) days following the end of each fiscal year, we will prepare an audited statement detailing Fund income and expenses for the fiscal year just ended. The audit will be available to Weichert franchisees upon request.

Fund Surpluses and Deficits. We expect to expend most contributions to the Fund for advertising purposes during the fiscal year when the contributions are made. If we expend less than the total sum available in the Fund during any fiscal year, we may either expend the unused sum during the following fiscal year or rebate all or a portion of the unused sum to franchisees on a pro rata basis for expenditure on local advertising (as specified in our Manual). We may cause the Fund to invest any surplus for future use by the Fund. If we expend an amount greater than the amount available in the Fund in any fiscal year (in addition to any sum required to be expended because we did not expend all the sums in the Fund during the preceding year), we will be entitled to reimburse ourselves from the Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year. The Fund may borrow from us or other lenders to cover deficits of the Fund.

Fund Expenditures. During our most recently concluded fiscal year which ended on December 31, 2025, we spent 2.4% of the Fund on production, 86.6% of the Fund on media placement, and 11.0% of the Fund on administrative expenses.

Termination of Fund. Although we intend the Fund to be of perpetual duration, we can terminate the Fund and if we do so, then our obligation to contribute a percentage of Continuing Royalty payments for marketing purposes will also terminate. We will not terminate the Fund, however, until we have expended all money in the Fund for advertising and promotional purposes.

No Contributions to Fund or Councils by Company-Owned Offices. While we will contribute to the Fund a portion of the Continuing Royalty payments we receive from franchisees as described above, no Weichert Office which we or our affiliates own or operate will be required to participate in or contribute to the Weichert Marketing Fund or to any Local Broker Council. However, company-owned Offices may decide to participate in a regional or joint franchise advertisement or advertising program listing the names, addresses and/or telephone numbers of individual Weichert Offices, including company-owned Offices, or in other newspaper print programs which have a greater geographic base. If we or our affiliate decide to participate in any joint or regional advertising of this

type, then we or our affiliate will contribute our (or its) proportionate share of the cost of the advertisement.

Other Advertising Information

You must participate in all marketing programs through third party Web sites that we consider in the best interests of all Weichert franchisees. You must pay your share of any participation fees to us, our Affiliate or the third party provider. We or our Affiliates may also charge you reasonable administration fees in connection with the programs.

Except as described above, there is no obligation for us to maintain any advertising program. We currently advertise using outdoor advertising mediums (e.g. billboards, taxi toppers and bus stop signage), print, radio and television, with local and regional coverage. We currently employ both an in-house advertising department and national or regional advertising agencies. The Franchise Agreement does not give us the power to require cooperatives to be formed, changed, dissolved or merged and you are not required to participate in a local or regional advertising cooperative. However, our Local Brokers Councils perform many of the same functions as a franchise advertising cooperative – see the discussion of Local Brokers Councils above.

You may develop advertising materials for your own use, at your own cost. As stated above, we must approve these advertising materials in advance and in writing, but if we do not respond within ten business days after receiving your proposed advertising material, the material is approved.

Web Sites

We, either our self or through a designee, have the right to post your real estate listings and other information about your Office and/or sales associates on internet Web Site(s) and intranet Web Site(s) maintained by us or one of our designees, without restriction. You may maintain one or more separate and distinct World Wide Web sites in connection with the Franchised Business, but you have no obligation to do so. If you maintain a Web site, you must comply with the following requirements and all our other Web site requirements (Franchise Agreement, Section 7.10).

You must obtain our advance written approval for each Internet domain name and/or home page address. We will be and remain the sole owner of the domain name for the Web site (except for any pre-existing active Web sites of yours listed on Exhibit A to the Franchise Agreement – see below). You must arrange for the centralized registration of the domain name for each Web site in our name. We may furnish you with materials for your Web site, which you must adapt, localize and use, but we will be and at all times remain the sole owner of the copyrights for all material which appears on your Web site. The requirement for our advance approval will apply to all activities on the Internet or other computer communications network you will engage in, except that you may maintain e-mail addresses and conduct e-mail communications without our advance written approval. You may not use any of the Proprietary Marks (in whole or in part) as part of your e-mail address without our advance written approval, which we can withhold for any or no reason. Any e-mail address which we permit you to use that contains any of the Proprietary Marks (in whole or in part) will be our intellectual property, and will be considered assigned to us by virtue of your use.

All information gathered by use of your Web site (including, for example, client lists) will be our property. All material and information which appears on any Web sites you maintain in connection with the Franchised Business will constitute “Confidential Information” as defined in Article 11 of the Franchise Agreement.

All revenues (for example, any advertising-related revenues) from any Web site which you establish or maintain will be included in Gross Revenues for the purpose of calculating Continuing Royalties and Marketing Fees.

You will provide us with a list of active Web site domain names and e-mail addresses which you represent that you have continuously utilized preceding your signing of the Franchise Agreement in promoting your Office and real estate business. We will identify these Web site domain names and e-mail addresses on Exhibit A to your Franchise Agreement. Upon the expiration or termination for any reason of the Franchise Agreement, you may retain ownership and use of the domain names and email addresses identified on Exhibit A to your Franchise Agreement, if you remove (and do not add) our Proprietary Marks, references to your Weichert Office and your previous affiliation as a Weichert franchisee. Upon the expiration or termination of the Franchise Agreement, you must irrevocably assign and transfer to us (or to another franchisee or other designee of ours) any and all interests you may have in any and all Web site domain names and e-mail addresses not identified on Exhibit A to the Franchise Agreement that you maintain in connection with the Franchised Business. You must sign any documents and perform any other actions we require to effectuate this assignment, and you must ensure that all rights in these Web sites and e-mail addresses revert to us (or to another franchisee or other designee of ours). Following the expiration or termination of the Franchise Agreement, you may not establish any Web site using any similar or confusing domain names and/or e-mail addresses, you may not identify yourself on any Web site as a former franchisee of ours, and you may not use the Proprietary Marks or any colorable imitation of any of them in any metatag.

You must comply with any social media policies as we include from time to time in the Manual.

Computer System

You must use our current proprietary reporting system, the base version of which we will provide to you at no charge. Required modifications, upgrades or new versions of the base version of our reporting system will be provided to you without charge. We may, however, charge you our then-current fees for any optional enhancements to the base version of the system.

You must also use our current back office platform, a customized internet-based system called BrokerSumo. BrokerSumo provides functional features to be used in the operation of your Business and acts as a gateway between your reporting system and us with respect to reporting listings, pending and completed sales, Gross Revenues, information on staff members, and other required information. You must sign our standard from Software License Agreement for MyWeichert (in Exhibit A to this disclosure document).

We provide your Business with one license for BrokerSumo, at no charge, in order for your Business to send us required Operations Reports. Required modifications, upgrades or new versions of the base version will be provided to your Business without charge. We may, however, charge you our then-current fees for any optional enhancements to the base version. In addition, if you wish to provide access to BrokerSumo to your staff and sales associates additional fees may apply. Additional features and/or services are options may be available, and additional fees may apply for these features and/or services.

In addition, you must implement and use a proprietary internet-based technology tool called myWeichert. You must sign our standard form Software License Agreement for myWeichert (in Exhibit A to this disclosure document). We provide your Business with access to the base level of myWeichert, at no charge, subject to our designated limits. The base level of myWeichert includes, subject to availability, components for CRM, website integration and CORE BackOffice (formerly BrokerSumo). Other features may be made available to you for an additional cost (“add-ons”). If your Business exceeds the aggregate Contact Limit (2,000 contacts per Authorized User), we reserve the right to bill you at our then-current rate (currently, $2 per 1,000 contacts exceeding the Contact Limit). If your Business exceeds the aggregate Communication Limit (750 e-mails, 25 texts and 30 phone minutes, per Authorized User per month), we reserve the right to bill you at our then-

current rate (currently, $2 per 1,000 emails, $2 per 100 text messages and/or $2 per 30 phone minutes, exceeding the Communication Limit). Further, MyWeichert also makes available to you optional CORE Listing Machine and CORE Social features at a fee equal to the greater of $199 per month per company or $7 per user (agent) per month (the company must be fully opted in and the per agent fee will apply to all agents). Add-ons are optional. Upon the availability of any add-ons, we will identify those add-ons which we recommend to assist you with operating your Business. These add-ons are not yet determined and, although not mandatory, we reserve the right to charge you a fee for using any add-ons. In addition, if you and/or any of your Authorized Users' access to myWeichert is suspended or terminated, and thereafter reinstated, then as a condition to reinstatement, we reserve the right to charge a reinstatement fee equal to $399 (in addition to all past due charges and fees).

In the future, we may develop or have developed other proprietary software. If we determine that the proprietary software should be used by all Weichert franchisees, then we will provide the base version of the proprietary software to you at no charge; you must install and use the proprietary software; and, you must sign our standard, then-current form of Software License Agreement when we notify you to do so. If we develop modified, upgraded or new versions of the proprietary software that you are required to implement upon our notice to you, we will provide it to you without charge. We may charge you our then-current fees for any optional enhancements to the base version of the proprietary software.

We do not have independent access to any information or data that you store on your computer system, other than administrator-type access to assist franchisees with support-related issues they may have on occasion.

Before your Initial Office and any Additional Office begin operations, you must procure and install at the Office in question, at your expense, the computer system we require at that time, consisting of the computer hardware, software, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment that we then specify. You may purchase computer hardware and software from any supplier so long as it meets our specifications. Our current minimum computer specifications for the hardware and software you must purchase are as follows: Intel Core I5 (4 core), or equivalent AMD processor, with minimum 2.4 ghz speed, 500 gigabyte hard disk drive or 256 gigabyte solid state drive and/or cloud storage capacity, 16 gigabytes of RAM, Visual Display capability of at least 1024x768 pixels, a typical desktop display size and Windows 11 Professional (or later version) operating system, with Microsoft 365 (or later version), including PowerPoint, Excel, Outlook and Word, plus Adobe Reader or its equivalent and Windows Media Player or its equivalent, anti-virus software, and Google Chrome as a recommended web browser. The computer system will be used for generating and storing letters, documents, slide presentations, spreadsheets, accessing websites and the Internet, CRMs, transaction management, financial applications, and e-mail.

We will provide you with our current minimum computer specifications for the hardware and software you must purchase. We estimate that the required computer hardware and software will cost $3,000 to $12,000 unless you already have an adequate computer system, in which case you will incur no further cost. You can purchase computer hardware and software from any supplier if it meets our specifications.

We also require that you obtain high speed internet access to facilitate your access to our computer systems.

You must, at your expense, keep your computer systems in good maintenance and repair. We may mandate that you add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Following our testing and determination that it will prove economically or

systemically beneficial to you and to us, you must install at your own expense the additions, modifications, substitutions and/or replacements to your computer hardware, software, telephone and power lines and other computer facilities as we direct, on the dates and within the times we specify. There is no contractual limit on our ability to require you to upgrade, add components and replace components. We estimate that on average the cost of maintenance, upgrading and support for your computer system will range, approximately, between $500 and $2,000 annually.

Upon termination or expiration of the Franchise Agreement, you must return all computer software, disks, backup tapes and other magnetic storage media to us in good condition, allowing for normal wear and tear.

In addition to the requirements above, each of your Business Managers, Office Managers and sales associates must have an active business e-mail address enabling us to send general announcements, referrals and/or other business communication regarding the Weichert System or your particular Weichert Office.

Weichert Incentive Bonus Program

Definitions. Under the Weichert Incentive Bonus Program, you may be eligible to receive an annual bonus. To qualify for a Weichert Incentive Bonus, you must achieve certain levels of Continuing Royalties timely paid to us, and comply with operational criteria, as described below (Franchise Agreement, Section 6.06.)

The following definitions apply to the Weichert Incentive Bonus Program:

A "Calculation Year" means any whole or partial calendar year during which you are operating the Franchised Business under the Franchise Agreement.

The "Award Date" means March 31st of the calendar year immediately following the Calculation Year. During the year in which the Franchise Agreement expires, if we agree to enter into a Successor Franchise Agreement with you, then the Award Date will be the later of March 31st of that year or the fourteenth day after the date on which we deliver to you a Successor Franchise Agreement which we have countersigned (see requirement below).

Conditions. Our obligation to pay you a Weichert Incentive Bonus will depend on your fulfilling the conditions we state in our Operations Manual, including the following conditions:

You and your Franchised Business must be in compliance with the Franchise Agreement, with the Operations Manual and all with other agreements between you and us or our affiliates.

You must have satisfied all monetary obligations to us or our affiliates and must have timely met these obligations throughout the Calculation Year.

You must not have received more than two Notices of Default under the Franchise Agreement, even if the defaults were timely cured, within the Calculation Year.

During the calendar year during which the Franchise Agreement expires, if your Franchise Agreement expires between January 1st and March 31st of that year, then you will only be eligible for a Weichert Incentive Bonus for the preceding Calculation Year if we agree to enter into a Successor Franchise Agreement and you and we have signed a Successor Franchise Agreement by March 31st. If your Franchise Agreement expires between January 1st and March 31st and we have not signed a Successor Franchise Agreement by March 31st of that year, then we will have no obligation to pay you a Weichert Incentive Bonus for the Calculation Year before the calendar year during which the Franchise Agreement expires.

We may modify the conditions for the award of a Weichert Incentive Bonus and establish new

conditions. We will communicate any modification or new condition to you in writing no later than February 15th of any Calculation Year to which the adjustment applies.

Payment of Bonus. If you have met all the conditions for the award of a Weichert Incentive Bonus during the preceding Calculation Year (or part of a Calendar Year), then we will pay to you, on or before the Award Date in question, a Weichert Incentive Bonus (subject to the limitations described above for the calendar year during which the Franchise Agreement expires).

The Weichert Incentive Bonus for each Calculation Year under the Franchise Agreement will be calculated in accordance with the table below, as follows: We will first calculate the Bonus for each range (starting with Range 2) by multiplying your Annual Continuing Royalties you timely pay us on Gross Revenues you received in the Calculation Year ("Qualifying Royalties") within the Range by the Percentage Multiplier for that Range, crediting you with the Maximum Award per Range, and we will then add the Bonuses you are entitled to for each Range to arrive at your total Weichert Incentive Bonus for a Calculation Year. The calculation of Weichert Incentive Bonuses will be based on the aggregate Annual Continuing Royalties you timely paid us on Gross Revenues you received in the Calculation Year for all your Weichert Offices.

CALCULATION OF WEICHERT INCENTIVE BONUS

Range	Annual Qualifying Royalties paid		Percentage Multiplier	Maximum Award Per Range	Cumulative Maximum Award
	From	To			
1	$0	$120,000	n/a	$0	$0
2	$120,001	$180,000	16.6667%	$10,000	$10,000
3	$180,001	$240,000	33.3333%	$20,000	$30,000
4	$240,001 and above		50.0000%	No Maximum	No Maximum

Examples.

If you paid aggregate Qualifying Royalties of $135,000, your Weichert Incentive Bonus would be $2,500.00 as the calculation chart below shows:

Range	Annual Qualifying Royalties paid		Amount of qualifying Continuing Royalty in each Range	Percentage Multiplier	Award per Range
1	$0	$120,000.00	$120,000.00	0.0000%	$0
2	$120,001.00	$180,000.00	$15,000.00	16.6667%	$2,500.00
3	$180,001.00	$240,000.00	$0	33.3333%	$0
4	$240,001.00		$0	50.0000%	$0
			$135,000.00	TOTAL AWARD	$2,500.00

If you paid aggregate Qualifying Royalties of $310,000, your Weichert Incentive Bonus would be $55,000.00 as the calculation chart below shows:

Range	Annual Qualifying Royalties paid	Amount of qualifying Continuing Royalty in each Range	Percentage Multiplier	Award per Range

1	$0	$120,000.00	$120,000.00	0.0000%	$0
2	$120,001.00	$180,000.00	$60,000.00	16.6667%	$10,000.00
3	$180,001.00	$240,000.00	$60,000.00	33.3333%	$10,000.00
4	$240,001.00		$70,000.00	50.0000%	$35,000.00
			$310,000.00	TOTAL AWARD	$55,000.00

Default. If we deliver a notice of default to you, then we will exclude the Continuing Royalties of your Franchised Business during the calendar quarter in which the notice is delivered to you and each calendar quarter (or partial quarter) during which the default remains uncured at the end of the calendar quarter from the calculation of Continuing Royalties for the Calculation Year in question, whether or not you cure the default on a timely basis.

Assignment. If the Franchise Agreement is assigned in compliance with the Franchise Agreement, then we will prorate the Weichert Incentive Bonus on a monthly basis, with any Weichert Incentive Bonus earned before the calendar month in which the effective date of the assignment occurs accruing to the assignor, and any Weichert Incentive Bonus earned following the calendar month in which the effective date of the assignment occurs accruing to the assignee.

General. So there is no misunderstanding, we will deduct from any Weichert Incentive Bonus all Continuing Royalties and Marketing Fees and other payments, obligations and amounts that you owe to us or any of our affiliates and which have not been timely paid. We will construe and interpret the Weichert Incentive Bonus program. If there is any dispute with regard to the payment of the Weichert Incentive Bonus or the interpretation of any aspect of the Weichert Incentive Bonus, our decision will be final and binding on you and us. The Weichert Incentive Bonus is not a refund of Continuing Royalties or other amounts you pay to us, but rather a separate incentive designed to reward outstanding performance as well as full compliance with the Franchise Agreement and the Operations Manual.

No Training, Support, Promotion or Assistance Obligations for Non-Residential Property

While we will permit you to perform Services for non-residential property under our name and marks, we will have no obligation to furnish you with any training, support, promotion or other assistance in connection with any non-residential real estate brokerage activities. Under the terms of the Franchise Agreement, you waive, release and discharge any claim to the contrary. For example, we will have no obligation to list any non-residential property you may be offering on our Web site. You must comply with any regulations, standards or policies governing the furnishing of brokerage services for non-residential property by our franchisees which we may adopt. You must also pay Continuing Royalties on Gross Revenues generated from Services you perform for non-residential property. (Franchise Agreement, Section 1.06)

Site Selection

We expect that most of our franchisees will have an existing real estate brokerage office which they will convert to a Weichert Initial Office. If you do not have an acceptable existing real estate brokerage office which you will convert, you will select the site of your Initial Office Location before you and we sign the Franchise Agreement and we will not sign the Franchise Agreement unless we have approved your proposed site. There is therefore no contractual time limit for us to approve or disapprove a site. We consider the following factors in approving sites: the general location and neighborhood and proximity to customers; traffic patterns; size of the space; age and condition of the building in which the proposed Location is situated; ingress and egress; the availability of locations and necessary zoning; the location of competitors; and, expected overhead.

Time to Open

You must start operating your franchised Weichert Business from your Initial Office no later than the date specified in Exhibit A to the Franchise Agreement (the “Initial Office Impact Date”).

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening as a Weichert Business for a franchisee who has a real estate brokerage office being converted to a Weichert Initial Office will be thirty (30) to sixty (60) days. We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a Weichert business for a franchisee who does not already have a real estate brokerage office to convert will be sixty (60) to one hundred twenty (120) days. Factors affecting time include attendance at and satisfactory completion of the Weichert Leadership Academy, obtaining a satisfactory Office site (if applicable), arranging for any financing, complying with local ordinances, completing delivery and installation of equipment and signs and procuring opening inventory.

ITEM 12 TERRITORY

The Territory. We will grant you a geographic area (the "Territory"). In most suburban and rural areas and in most urban areas that are not downtown, the Territory we grant you will generally be between one and three square miles surrounding your Office. In downtown urban areas and in resort areas, the Territory we grant you will generally consist of one square city block (approximately 0.10 [1/10th] mile squared). We will describe your Territory in detail in Exhibit A to your Franchise Agreement. 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.

Offices. Your Weichert Business will operate from a Weichert Office from which your licensed real estate brokerage will provide residential real estate brokerage services and limited non-residential real estate brokerage services to customers located in the state(s) in which the brokerage is licensed. You must operate your Weichert Office solely from your Office Location. An “Office” means the business premises from which you conduct your franchised Weichert Business. An "Office Location" means the location for your Office in the Territory which you select and we approve. Unless this Disclosure Document or the Franchise Agreement indicates otherwise, whenever we refer to the “Office" in the singular, we mean all of the Weichert Offices you operate within the Territory under the Franchise Agreement, and whenever we refer to the “Office Location” in the singular, we mean all of your Office Locations.

Relocation. You may not relocate any of your Weichert Offices to another location without first obtaining our written approval for the new location. We may charge you for any costs we incur in connection with the relocation. Our approval of any relocation will not change the Territory granted by the Franchise Agreement, unless we also change the Territory in writing.

Administrative, Temporary and Satellite Offices. The following definitions apply:

An Administrative Office is an office you operate within the Territory for purely administrative purposes and from which you do not provide any Services to clients. If you operate an Administrative Office, you need not pay us an Additional Office Fee, but you must pay us an administrative fee of up to $1,000. If you provide any Services (or Ancillary Services or Products) to clients from any Administrative Office, then that Office becomes an Additional Office, you must immediately pay us the Additional Office Fee, and all other Office requirements will apply to that Office.

A Temporary Office is an Office that you may operate only for a limited time (further defined in our Operations Manual). Examples of Temporary Offices include sales offices located in or near a new housing tract or subdivision, sales offices that you use while your Initial Office is temporarily

unavailable, and other arrangements, where there are facts and circumstances that we determine, in our sole judgment, warrant a Temporary Office, and, from which Services are provided to clients. You may operate each Temporary Office for no longer than the period we agree upon in writing. You may operate approved Temporary Offices without paying us an Additional Office Fee, but you must pay us an annual administrative fee of up to $2,000.

A Satellite Office is an office that you may operate only for a limited time (further defined in our Operations Manual). Examples of Satellite Offices include sales offices operated located within 10 miles of your main Initial Office in the Territory that you use when you are determining whether to open a new additional Initial Office and other arrangements, where there are facts and circumstances that we determine, in our sole judgment, warrant a Satellite Office, and, from which Services are provided to clients. You may operate each Satellite Office for no longer than the period we agree upon in writing. Your right to operate a Satellite Office may be terminated by you any time after the first 12 months of operation, for any or no reason, so long as you provide us with at least 60 days prior written notice. You may operate Satellite Offices without paying us an Additional Office Fee, but you must pay us a monthly satellite fee of $199 per month for a minimum of twelve (12) months. We may decide on additional pre-requisites for our approval of a Satellite Office and may change those pre-requisites from time to time. Such pre-requisites currently include: that you have at least one full-fledged Office (that is, in the typical format for an Initial Office); that you be in good standing and have no defaults under your Franchise Agreement within the prior 12 months; that the average Gross Revenues of all your existing full-fledged Offices (excluding any Satellite Office) be at least $500,000 per year; that the average Gross Revenues of all your existing Satellite Offices be at least $150,000 per year; and, that your existing Offices have all required Weichert systems well entrenched, as determined in our sole judgment.

You must obtain our advance written approval for any Administrative, Temporary or Satellite Office. We may deny your request for approval to open any Administrative, Temporary or Satellite Office for any reason or no reason. If we permit you to open an Administrative, Temporary or Satellite Office, you must sign an Administrative, Temporary or Satellite Office Addendum depending on the type or types of offices that you will be opening. (See Exhibit A to this disclosure document.) All Administrative, Temporary and Satellite Offices that we permit you to operate must comply with all requirements we may establish for the applicable Office type. We may prohibit you from engaging in certain activities from an Administrative, Temporary and/or Satellite Office. You must report to us all Gross Revenues from your Administrative, Temporary and/or Satellite Offices. All revenues from any Administrative, Temporary and/or Satellite Offices will be included with the Gross Revenues of your Initial Office for the purpose of calculating your Continuing Royalties and Marketing Fees.

Your Territorial Rights. While the Franchise Agreement is in effect, within your Territory, neither we, nor our present or future affiliates, subsidiaries and designees (together, our "affiliates" – not to be confused with “Weichert affiliates,” who are our franchisees) will operate an Office identified by the Proprietary Mark “Weichert” which engages in the residential real estate brokerage business, nor will we or our affiliates license or franchise another to do so, so long as you are not in default under the Franchise Agreement and all other related agreements, and except as described below under "Rights We Reserve" and “Annual Minimum Performance Increase Requirement”. These restrictions on us and our affiliates will terminate immediately upon the expiration or termination of the Franchise Agreement for any reason.

We do not restrict you from soliciting any customers, no matter who they are or where they are located. You have no marketing exclusivity in your Territory. All Weichert Offices (including those that are franchised, company or affiliated owned and operated) can solicit, service, advertise and offer their services to any person anywhere, including your Territory. While we can post your real estate listings and other information about your Office and/or sales associates on our Web Site(s),

you also have the right to maintain a separate and distinct World Wide Web site(s) in connection with the Franchised Business, subject to the requirements described in Item 11. Nothing in the Franchise Agreement prohibits you from using other channels of distribution to solicit customers for your services.

Rights We Reserve. You may only operate the franchised business under the terms and conditions of the Franchise Agreement, and we reserve all other rights to ourselves and our affiliates. We and our affiliates have the right:

To operate Weichert Businesses and Offices outside your Territory, and to grant franchises, licenses, contracts and/or enter into joint venture agreements for Weichert Businesses outside your Territory. The territories and locations of these Businesses and Offices may be near, adjacent to or abutting the boundary of your Territory.

To sell any products or services under the Proprietary Marks, or under any other similar trademarks, service marks or trade dress, through other channels of distribution.

To operate, and grant franchises, licenses, contracts and/or enter into joint venture agreements for, offices within the Territory offering, selling and performing services other than residential brokerage services under the Proprietary Marks, including (for example) non-residential and/or industrial real estate brokerage services; relocation management services; financial services; title search and related services; escrow; insurance; and, pre-license and post-license training in real estate brokerage and related services. You are entitled to receive no compensation from these sales.

To own and operate, and/or grant franchises, licenses, contracts and/or enter into joint venture agreements for, offices within your Territory providing real estate brokerage and other services in connection with the sale of undeveloped land (including, for example, land on which one or more homes will be constructed) and/or of tracts of newly-constructed homes. You are entitled to receive no compensation from these sales.

To offer and sell services, programs and products within the Territory that we do not explicitly authorize your Franchised Business to offer and sell (under the Franchise Agreement or the Operations Manual) through any means, under any names, marks, logotypes, signs, symbols and intellectual property, including the Proprietary Marks, and using our and our affiliates' name, reputation and know-how. You are entitled to receive no compensation from these sales.

To purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive real estate brokerage franchise network, chain or any other business regardless of the location of that network's, chain's or business's offices, and to operate, franchise or license those businesses and/or offices as Weichert Businesses and/or Offices under the Proprietary Marks or any other marks following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be within the Territory, and near your Office Location. However, we will not operate, franchise or license any of these businesses and/or offices under the Proprietary Marks within your Territory. You are entitled to receive no compensation from these sales.

When the Franchise Agreement expires or terminates, to establish within the Territory Businesses and Offices (either directly or through franchises, licenses, joint ventures or any other business combination) which will offer and sell those services, programs and products which you offered and sold under the Franchise Agreement.

The essence of this provision is that the boundary of the Territory conferred under the Franchise Agreement and the business activities we authorize you to perform under the Franchise Agreement, are to be considered for all purposes strictly delineated and not subject to further judicial or other construction, implication or attempts to expand the boundary of the Territory or your authorized

business activities, directly or indirectly, and that we and/or our affiliates may engage in any business activity whatsoever outside of the Territory (or within the Territory, as described above).

Except for the posting of your listings on our web sites as described above – we and our affiliates have the right to use other channels of distribution, such as the Internet, telemarketing, or other direct marketing sales, to make sales of services other than residential real estate brokerage services within your Territory using our principal trademarks anywhere, including in your Territory. We will not pay you any compensation for sales made through alternative channels of distribution.

Annual Minimum Performance Increase Requirement. To retain the territorial rights described above and granted by the Franchise Agreement, for each Calendar Year starting with Calendar Year 2 (defined below), your annual Gross Revenues must increase by 5% each Calendar Year (the "Annual Minimum Performance Increase Requirement"). "Calendar Year 2" is defined as the year between December 31st of the year in which your Initial Office commences operations under the Franchise Agreement and December 31st of the following year. Each Calendar Year after that starts on January 1 of that year.

If you fail to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year this will not be grounds for the termination of the Franchise Agreement, but we will have the right to cancel your rights of territorial exclusivity granted by the Franchise Agreement. If we do not cancel your rights of territorial exclusivity after you fail to satisfy the Annual Minimum Performance Increase Requirement for a Calendar Year, this does not mean we waive our rights to cancel them for any future failure.

If we cancel your rights of territorial exclusivity for failure to satisfy the Annual Minimum Performance Increase Requirement, we and our Affiliates will have the right to operate Weichert Offices under the Proprietary Marks within your Territory (either directly or through other franchisees or licensees). Under the terms of the Franchise Agreement, you waive and release any claims, demands or damages arising from or related to any of the foregoing activities engaged in by us or our Affiliates following the cancellation of your territorial rights for your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year, including, for example, any claim of divided loyalty; breach of fiduciary duty; fraud; unfair competition; tortious interference; unjust enrichment; breach of contract; and/or breach of the implied covenant of good faith and fair dealing. These provisions are not to be subject to further judicial or other construction, implication or attempts to provide you with any territorial rights following your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year. However, we may waive, suspend or modify these requirements (in our sole judgment) if unfavorable economic or business conditions or other unavoidable circumstances adversely affect the specific real estate market serviced by your Office(s).

General. We and our affiliates have not established and do not intend to establish any other franchises, company-owned outlets or other distribution channels offering similar services under a different trademark anywhere in the United States but we may do so in the future. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories.

ITEM 13 TRADEMARKS

The principal Weichert commercial symbol which we will license to you appears on the cover of this disclosure document. "Proprietary Marks" means the symbols, trademarks, service marks, logotypes and trade names that we will license to you. In a Cross-License Agreement dated as of July 31, 2001 and amended and restated as of October 31, 2024, Weichert Co. granted us the right to use the Weichert Proprietary Marks and system and to sublicense them to our franchisees.

The following is a description of the principal service mark which we will license to you.

FEDERAL REGISTRATIONS

REGISTRATION NUMBER	DESCRIPTION OF MARK	PRINCIPAL OR SUPPLEMENTAL REGISTER	REGISTRATION DATE
1,454,583	Weichert	Principal	8/25/87

Determinations and Agreements. There are presently no effective determinations of the U.S. Patent and Trademark Office, any trademark trial and appeal board, the Trademark Administrator of any state or any court, any pending infringement, opposition, or cancellation proceeding, or any pending material litigation involving any of the above-referenced Proprietary Marks which is relevant to your use. The Cross-License Agreement referenced above automatically renews for 20-year terms unless terminated by Weichert Co. due to material breach by us, after delivering notice to us and providing us a 30-day cure period. The current term expires October 31, 2044. The Cross-License Agreement may affect the franchisee in that, if it is terminated, the franchisor may no longer be able to license the Weichert Real Estate Affiliates System and other intellectual property to the franchisee or maintain any protected territory for the franchisee. However, unless we materially breach the Cross-License Agreement and fail to timely cure after notice of the breach, the cross-license agreement has no provision for early termination, cancellation, or modification. There are no agreements other than the Cross-License Agreement described above which significantly limit our rights to use or license the Proprietary Marks. There are no infringing uses or superior prior rights known to us that can materially affect your use of the Proprietary Marks in this state or any other state in which the Franchised Business is to be located. All required affidavits and renewals have been filed.

Claims Against You. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Proprietary Marks, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Proprietary Marks. You may not settle or compromise any of these claims without our previous written consent. We will have the right to defend and settle any claim at our sole expense, using our own counsel. You must cooperate with us in the defense. Under the Franchise Agreement, you irrevocably grant us authority to defend or settle these claims. You may participate at your own expense, but our decisions with regard to the defense or settlement will be final. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Proprietary Marks in violation of the Franchise Agreement.

Infringement. If you learn that any third party whom you believe is not authorized to use the Proprietary Marks is using the Marks or any variant of the Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

Your Assumed Business Name. You must conduct your Weichert Business under an assumed business name that we have approved in advance. At your expense, you must perform all filings and procure all required or necessary governmental approvals or registrations required to do business under that assumed business name. You may not change this assumed business name, or use another assumed business name in connection with your Weichert Business, without our advance written permission. You must identify yourself as a franchisee, but not an agent, of ours.

Modification and Discontinuance. You must comply with any instruction by us to modify or discontinue use of any Proprietary Mark or to adopt or use additional or substituted Proprietary Marks. We will not be liable to you for any resulting expenses. Under the terms of the Franchise Agreement, you promise in the Franchise Agreement not to start or join any proceeding against us for any resulting expenses. There are no particular rights that the franchise agreement grants you if we require you to modify or discontinue using a trademark.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Copyrights. We do not own rights in, or licenses to, any patents and have no pending patent applications. We claim copyrights on certain software, forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Weichert Confidential Operations Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the U.S. Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. Finally, as of the date of this disclosure document, we are unaware of any infringing uses of or superior prior rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the franchised Weichert Business will be located.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Proprietary Marks described in Item 13 of this disclosure document. There are no particular rights that the franchise agreement grants you if we require you to modify or discontinue using the subject matter covered by any copyright.

Confidential Information**.** You may never – during the Term or after the Franchise Agreement expires or is terminated – reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party except as we authorize. The following persons affiliated with you must sign our Confidentiality/Non-Competition Agreement (Exhibit C to the Franchise Agreement).

Your Responsible Brokers, at the same time as the signing of the Franchise Agreement or at the later time they assume this status.

Before employment or any promotion, all your Business Managers and Office Managers, any personnel you employ who have received or will receive training from us or from you, and all your other employees.

If you are a corporation or limited liability company, all your officers, directors, shareholders and members and those of any corporation or limited liability company directly or indirectly controlling you, at the same time as the signing of the Franchise Agreement (or at the later time they assume this status).

If you are a partnership, all partners, at the same time as the signing of the Franchise Agreement or at the later time they assume this status.

All owners of a proprietorship interest in you, at the same time as the signing of the Franchise Agreement (or at the later time they assume this status).

All of the persons enumerated in the covenants not to compete set forth in the Franchise Agreement as intended to be embraced by them.

Your Developments. You must irrevocably license to us any real-estate related services, programs, products, equipment, and intellectual property you develop and all sales, marketing, advertising and promotional programs and campaigns you develop. We will not be liable to you in any way because of this license.

Our Right to Use Information We Obtain from You. We can use all information concerning your clients that you report to us or which we learn due to your status as a Weichert franchisee (the "Client Information"). During the term of the Franchise Agreement, we can use the Client Information for business purposes, including (for example), public relations, advertising and direct mail solicitations; statistical compilations; investigations and resolutions of complaints; inclusion on our Web site; and, inspections, operational audits, financial audits and quality surveys. If the Franchise Agreement expires or terminates, we can continue to use the Client Information as described above, and we can also make the Client Information available to our affiliates and franchisees for whatever purposes we consider appropriate.

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation Requirements. You must personally supervise the operation of the Franchised Business, unless we permit in writing. You must devote the necessary time and your best efforts for the proper and effective operation of the Business.

Responsible Broker. When you sign the Franchise Agreement, you or a person you designate must be a real estate broker duly licensed under all applicable laws, rules and regulations of the Territory (your "Responsible Broker"). The name of your initial Responsible Broker will be on Exhibit A to your Franchise Agreement. Your Responsible Broker must personally and directly supervise the operation of the Franchised Business; and, unless we permit otherwise, must also be your Business Manager (see below). You must immediately notify us of the death, disability or termination of employment of your Responsible Broker or the loss or suspension of your Responsible Broker's real estate brokerage license. You must designate a successor or acting Responsible Broker no later than 10 days following the death, disability, termination of a Responsible Broker or the loss or suspension of your Responsible Broker's real estate brokerage license. Each successor or acting Responsible Broker must be a licensed real estate broker under applicable law in the Territory, must receive our approval and must possess any required credentials in our Operations Manual. You must provide us with written notice of any changes to your designated Responsible Broker.

Business Manager. If an individual, you must either serve as or designate a Business Manager. An entity franchisee must designate a Business Manager. Unless we permit otherwise, your Business Manager must be your Responsible Broker (see above). You must inform us in writing as to the identity of your Business Manager and any successor Business Managers. Each Business Manager must receive our advance written approval. You agree immediately to notify us of the death, disability or termination of employment of your Business Manager. You must designate a successor or acting Business Manager no later than 10 days following the death, disability or termination of the predecessor Business Manager.

Office Managers. You must designate an Office Manager for each Office. Your Business Manager may serve as the Office Manager for one of your Offices. If you have only one Office, your Office

Manager, Business Manager and Responsible Broker may be the same person. You must inform us in writing as to the identity of your Office Manager(s) and any successor Office Manager(s). You must immediately to notify us of the death, disability or termination of employment of any of your Office Managers. You must designate a successor or acting Office Manager no later than 10 days following the death, disability or termination of an Office Manager.

We strongly recommend that your Office Managers attend the Weichert Leadership Academy and participate in other local or regional management training that we provide, but we do not require this. We recommend, but do not require, that you send your Office Managers to our annual business conferences or conventions.

Employment Agreements. You must enter into a written agreement with each Responsible Broker, Business Manager and Office Manager (unless you are an individual franchisee serving in this capacity), setting forth the terms and conditions of his or her employment with you. Your attorney should prepare and/or review this employment agreement to ensure its consistency with local or state law and your Franchise Agreement. The Employment Agreement signed by each Responsible Broker, Business Manager and Office Manager must include our "Confidentiality and Non-Competition Agreement" (Exhibit C to the Franchise Agreement). You alone have the ability to hire, control, discipline and terminate your employees and we have no such authority or ability. You agree that your employees are exclusively employed by you and that in no fashion is any such employee either employed, jointly employed or co-employed by us.

No Required Equity Interest. If the franchisee is a business entity, the Responsible Broker, Business Manager and Office Managers need not have any equity interest in the franchisee entity.

Guarantee and Confidentiality/Non-Competition Agreement. If the “franchisee” is a business entity, then when you sign the Franchise Agreement, the persons and/or entities we list on Exhibit A to your Franchise Agreement must sign our Guarantee (Exhibit D to the Franchise Agreement). The persons listed in Item 14 must sign our confidentiality/non-competition agreement (Exhibit C to the Franchise Agreement) and must keep our confidential and proprietary information confidential. All owners of the franchisee business entity must sign the personal Guarantee making them liable for all financial obligations under the franchise agreement. Principal financiers of the franchisee business entity may be required to sign such a personal Guarantee, on a case-by-case basis in the franchisor’s business judgment. Spouses of owners of the franchisee are not generally required to sign a personal Guarantee (unless they are principal financiers or have an ownership interest in the franchisee) or confidentiality or non-competition agreements.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

General. Except as otherwise described below, you must offer, sell and furnish all current and future Services, Ancillary Services and Products, and all programs and products which are part of the Weichert System and which we designate as mandatory in the Franchise Agreement or in our Operations Manual. You may not use the Weichert name or the Proprietary Marks for the benefit of any business other than the Franchised Business. You are prohibited from offering or selling any service, program or product which is not a part of the Weichert System or which we delete from the System without our advance written approval.

You may not conduct (or permit anyone else to conduct) any business other than the business contemplated by the Franchise Agreement at or from any of your Offices without first obtaining our written consent. If we permit you to furnish, offer or sell any service, program or product which is not a part of the Weichert System at or from any of your Offices, then we can set conditions for this approval including, for example, requirements that you inform the public in the way we require that

the services, programs or products are not associated with the Proprietary Marks and are not endorsed or offered by us, our affiliates or our franchisees.

We may add to, delete from or modify the services, products and programs which you can and must offer, alter the System or abandon the System altogether in favor of another system. You must abide by any additions, deletions and modifications, but only if the changes do not materially and unreasonably increase your obligations under the Franchise Agreement. There are no contractual limits on our right to make these changes.

The Services. The Franchise Agreement authorizes you to offer, sell and perform the "Services," which means acting as a broker or agent for another in connection with the listing, offering, selling, exchanging, purchasing, transferring, hypothecating, licensing, auctioning, managing, leasing or renting of any interest in real property of any kind and in any ancillary personal property (and all other services and property we may identify and provide for in our Operations Manual) for which a real estate broker license is required under applicable law.

We do not restrict you from soliciting any customers, no matter who they are or where they are located. All Weichert Offices can solicit, service, advertise and offer their services to any person anywhere.

While we will permit you to perform Services for non-residential property under the Proprietary Marks and under the Franchise Agreement, we will have absolutely no obligation of any sort to furnish any training, support, promotion or other assistance to you in connection with any non-residential real estate brokerage activities. Under the terms of the Franchise Agreement, you waive, release and discharge any claim to the contrary. For example, we will have no obligation to list any non-residential property you may be offering on our Web site. You must pay Continuing Royalties and Marketing Fees on all Gross Revenues from Services for non-residential property. You must adopt any regulations, standards or policies governing the furnishing of brokerage services for non-residential property by our franchisees which we may adopt. As Item 12 describes, we may open or franchise Weichert Offices within your Territory offering, selling and performing non-residential real estate brokerage services under the Proprietary Marks.

The Ancillary Services and Products. The "Ancillary Services and Products" consist of the ancillary real estate-related services, programs and products that we authorize and/or require you to offer, sell, use and/or furnish. Ancillary Services and/or Products available for you to offer vary between markets. The Ancillary Services and/or Products available to you may vary during the term of your Franchise Agreement. Ancillary Services and/or Products available in your market when you enter into your Franchise Agreement may not be available for the entire term of your Franchise Agreement. The decision whether to make certain Ancillary Services and/or Products available in your market is in our sole judgment.

Unless our Operations Manual specifically states otherwise, you may also offer, sell, use and/or furnish the services and products classified "Ancillary Services and Products" from any other sources we have approved. Your decision to offer Ancillary Services and Products does not in any way prevent you from offering similar competitive services and products of other companies, if you offer and sell them on a non-exclusive basis along with the Ancillary Services and Products.

You may offer the optional Ancillary Services and Products if available in your Territory, including:

Title searches performed by Weichert affiliated and/or licensed companies.

Title insurance policies issued by Weichert affiliated and/or licensed companies.

Homeowners insurance, condominium insurance, renter's protection insurance, automobile insurance and other types of insurance furnished through Weichert affiliated and/or licensed companies.

Relocation services provided by our affiliates.

Home protection plan services furnished through our affiliates.

Mortgage and loan origination services furnished though our affiliates.

We may advise you of any new Ancillary Services and/or Products which we will authorize. If we notify you of new Ancillary Services or Products which are optional, then you must promptly advise us whether you will offer and sell the new Ancillary Services or Products.

If we advise you that a new Ancillary Service or Product is available in your Territory, and you notify us that you wish to offer, sell, use and/or furnish it, then, at your own expense, you must obtain all necessary products, services, promotional materials and equipment which we advise you are necessary for the Ancillary Service or Product, and you must begin offering, selling, using and/or furnishing the new Ancillary Service or Product no later than 90 days after you receive our notice (or at whatever later time our notice directs).

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreements attached to this disclosure document. (*Unless otherwise indicated, references are to the Franchise Agreement. "MWSLA" refers to the form MyWeichert Software License Agreement that you must sign in connection with your use of the myWeichert platform. Each of these agreements are in Exhibit A to this disclosure document.*)

Provisions	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.01; MWSLA Article 2	Approximately 10 years. The term of the Franchise Agreement begins on the date we sign the agreement and ends 10 years from the Initial Office Impact Date, which is defined in the Franchise Agreement as the date that you are scheduled to commence operations of the Franchised Business.
b. Renewal or extension of the term	Article 13	No renewal rights.
c. Requirements for you to renew or extend	Article 13	No renewal rights. If you sign a new Franchise Agreement with us, you may be asked to sign a contract with materially different terms and conditions than your original contract. These provisions are subject to state law.
d. Termination by you	Sections 17.02, 17.04	a. You may terminate the Franchise Agreement if you and we agree in writing. b. Your failure to pay any Continuing Royalties, Marketing Fees or other money after you receive notice of the default granting an opportunity to cure, will mean that you are willfully and wrongful breaching the Franchise Agreement and that you have decided to reject and terminate the Franchise Agreement and all Agreements between you and us (or our affiliates) related to the Franchise Agreement. (subject to state law)
e. Termination by us without cause	Not applicable	Not applicable

Provisions	Section in Franchise Agreement	Summary
f. Termination by us with cause	Article 17; MWSLA Article 10	We may terminate only if you default – see g. and h. below. We can terminate the SLA immediately if you breach it or the Franchise Agreement. These provisions are subject to state law.
g. "Cause" defined - defaults which can be cured	Section 17.03	Except as described in h. below, you have 15 days to cure if you do not comply with requirements or carry out the terms of the Franchise Agreement in good faith. These provisions are subject to state law.
h. "Cause" defined - non-curable defaults	Sections 17.01 and 17.02	Automatic, without notice: bankruptcy, insolvency, receivership, dissolution or levy. On notice to you: a. You do not commence operation of your Franchised Business on or before the Initial Office Impact Date set forth on Exhibit A of your Franchise Agreement; at any time cease to operate the Franchised Business; abandon the franchise relationship; or, abandon the franchise by failing to operate the Business for five (5) consecutive days during which you are required to operate the Business unless due to causes beyond your control. b. You omitted or misrepresented a material fact in information you furnished us in connection with our decision to sign Franchise Agreement. c. You and we agree in writing to terminate. d. You operate only one Office and you lose the right to possess the Office Location. But if the loss is due to eminent domain, or if, through no fault of yours, the premises are damaged or destroyed, you have 30 days to apply for our approval to relocate and reconstruct. We may not unreasonably withhold approval. It will be reasonable for us to withhold approval if the Office will not re-open in 90 days. e. You (or any principal of a corporation, partnership or proprietorship franchisee) are convicted of a felony, fraud, etc. f. A threat or danger to public health or safety results from your continued operation of the Business. g. You conceal revenues, knowingly maintain false books or records, or submit any false report to us. h. You take for your own use any funds for employees' taxes, FICA, insurance or benefits; take for your own use any of our property; fail to deal fairly or honestly with your employees or clients; or knowingly permit or fail to act against or discharge any agent or employee who has embezzled. i. After curing a default, you commit the same default again within 6 months. j. You make a willful misrepresentation or fail to make a material disclosure required by any governmental authority affecting your Business. k. You fail to cure a default which materially impairs the goodwill associated with our Proprietary Marks after at least 72 hours' written notice to cure. l. You fail for 10 days after notice to comply with any law or regulation applicable to the Business. m. You fail to obtain our previous written approval where required. n. You offer or sell any unapproved program, service or product, or fail to continue offering and selling all programs, services and products which are a part of the System, or fail to use all materials, notices and procedures we specify. o. You use or duplicate our System, services, programs or products in an unauthorized way. These provisions are subject to state law.
i. Your obligations on termination/non-renewal	Article 18; MWSLA Article 10	a. If you terminate the Franchise Agreement without our agreement, or we terminate the Franchise Agreement for your default, or you terminate the Franchise Agreement by failing to pay money owed us (see above), pay us liquidated damages calculated with the formula in Item 6 within 10 days of termination. See Item 6. b. Immediately give us a list of all Pendings (defined in Item 6) as of the date of termination or expiration. When you receive Gross Revenues for these Pendings, you must immediately notify us and either pay us the 6% Continuing Royalty and

Provisions	Section in Franchise Agreement	Summary
		the 2% Marketing Fee on the Gross Revenues or permit us to debit the Bank Account for the Continuing Royalty and Marketing Fee. c. Cooperate with our audit if we request an audit at any time between the effective date of termination or expiration and the 90th day after the effective date, with or without written notice, during regular hours. If audit finds the Gross Revenues in statements you submitted understated by 2% or more, you must pay us the full cost of the audit and additional amounts payable as shown by the audit, plus interest. d. Stop using our Proprietary Marks, including signs displaying our unique logo, colors, color patterns and designs (or anything confusingly similar to our signs, color patterns or designs), confidential information, trade secrets and Manual. When you sign Franchise Agreement, you must also sign a Power of Attorney (Exhibit G), by which you irrevocably appoint us as your attorney-in-fact to do so. e. Cancel assumed name or equivalent registration which contains "Weichert", or any other Proprietary Marks of ours, or any variant. Or we will do so for you – when you signed Franchise Agreement, you signed Power of Attorney – Exh. I – authorizing this. f. If we terminate the Franchise Agreement for your default or you terminate through failure to make payment following notice to cure (see section d. above), pay us all expenses incurred as a result of your default or termination. g. Immediately deliver to us all training or other manuals (including the Confidential Operations Manual), all computer software and database material, customer lists, records and files, forms, advertising and promotional material, signs and related items which bear our Proprietary Marks. h. Immediately sign agreements necessary for termination. i. Except as described below, stop using the telephone numbers listed in directories under the name "Weichert" or any confusingly similar name. If we request, direct the telephone company to transfer these telephone numbers to us or to another person or location we direct. When you sign Franchise Agreement, you must also sign a Power of Attorney (Exhibit G), by which you irrevocably appoint us as your attorney-in-fact to do so. Before you sign the Franchise Agreement you will give us a list of telephone numbers which you represent that you have continuously used preceding your signing of the Franchise Agreement in the operation of your Office and real estate business. We will list these telephone numbers on Exhibit A to your Franchise Agreement. Upon the expiration or termination for any reason of the Franchise Agreement, you may retain ownership and use of the telephone numbers that were listed on Exhibit A, if you direct the telephone company to remove from the listings all references to the name “Weichert” or any other confusingly similar name. j. Continue to abide by restrictions on the use of our confidential information, trade secrets and know-how. k. Redecorate and remodel Offices to distinguish from a Weichert Offices. l. Keep Bank Account open and continue our ability to debit the Bank Account until satisfaction of all financial obligations to us and our affiliates, such as payment of Continuing Royalties on Gross Revenues you receive after date of termination or expiration from Pendings before that date. On termination or expiration of SLA or Franchise Agreement, immediately return Weichert Software. m. Allow us to contact and communicate personally with your sales associates 180 days before the Agreement expires or immediately after the Agreement is terminated to solicit and or discuss with them the option to continue to work with us or another Weichert Office. These provisions are subject to state law.
j. Assignment of contract by us	Section 14.01; MWSLA Article 8	We can assign the Franchise Agreement or SLA if the assignee is financially responsible and economically capable of performing our obligations under the agreement in question, and agrees to perform these obligations. We may sell our assets, Proprietary Marks, or System, go public, etc. Also, our affiliates can sell

Provisions	Section in Franchise Agreement	Summary
		their businesses, company-owned offices, assets, Proprietary Marks or System, go public, etc. (see Franchise Agreement)
k. "Transfer" by you – definition	Section 14.02	The transfer or redemption of: more than 25% of the stock or voting power of a corporate franchisee; more than 25% of a partnership or proprietorship interest in a partnership or proprietorship franchisee; or, more than 25% of a general partner's interest in a limited partnership franchisee, to any person not already a shareholder, partner or proprietor, the spouse of any of those persons, etc. (see Franchise Agreement). You must immediately report to us all transfers of ownership, even if less than 25%.
l. Our approval of transfer by you	Sections 14.02, 14.03, 14.04; MWSLA Article 8	No transfer without our consent except as provided in Franchise Agreement – for example, transfer to a corporation you form for convenience. If you assign any interest in the Franchise Agreement, there is a $7,500 transfer fee except, if you assign all of your interest to a corporation you form within 12 months of the date of your Franchise Agreement and you maintain sole ownership and control of the franchisee entity the first year, there is a $750 administrative fee and the right of first refusal does not apply (see n. below). No assignment of SLA without our consent. These provisions are subject to state law.
m. Conditions for our approval of transfer	Section 14.04	a. You must comply with our right of first refusal. b. The person to whom you propose to transfer (the "transferee") must apply to us for acceptance. c. Transferee must come to a personal interview. d. Transferee (or officers, shareholders and directors, if a corporation) must demonstrate the qualifications, ethics, economic resources, etc. necessary, in our reasonable judgment, to conduct the business and to fulfill obligations to you. e. Transferee and proposed Business Manager(s) must attend and complete Initial Training Program before assignment (and other training if we wish), at transferee's expense. f. If you operate more than one Office under the Franchise Agreement, you must transfer all your Offices to transferee together with Franchise Agreement, unless we give our specific advance written consent. g. The landlord(s) of the Office Location(s) must consent in writing to the assignment of lease. h. You must fully comply with all obligations to us and satisfy your outstanding monetary obligations to third parties, including trade debts. i. Transferee must sign new Franchise Agreement on our then current form Franchise Agreement (but need not pay another Initial Franchise Fee or Additional Office Fee for Offices operating under Agreement at time of transfer). The transferee's Territory under the new Franchise Agreement will remain the same, unless we decide that the transferee should be granted a more limited Territory that we offer to other prospective franchisees similarly situated at the time of the transfer. j. Total Sales Price (defined in Franchise Agreement) must not jeopardize the continued economic viability and future operations of the franchise. k. If transferee is purchasing part of an interest in a corporate franchisee, he must sign a Confidentiality Agreement/Covenant Not to Compete (Exhibit C) and a Guarantee (Exhibit D). l. You must sign a General Release (Exhibit F). m. You must pay us a transfer fee of $7,500. n. If transferee is a corporation, partnership or proprietorship, there are various requirements, including guarantees by shareholders. o. You must give us copies of the proposed assignment contract and signed assignment contract. p. Transferee must upgrade Offices to conform to then-current standards.

Provisions	Section in Franchise Agreement	Summary
		q. You must remain liable for all Franchise Agreement obligations to us before the effective date of the transfer, and sign all documents we reasonably request to demonstrate this liability. r. You must comply with a covenant not to compete, starting with the effective date of the assignment. q. We may withhold our consent to your request for a transfer for any reason or no reason. These provisions are subject to state law.
n. Our right of first refusal to purchase your business	Section 14.06	We can match any offer for your Business. These provisions are subject to state law.
o. Our option to purchase your business	Not applicable	Not applicable
p. Your death or disability	Section 14.05	On your death or disability your rights pass to your "Estate". Your Estate may continue operating the Business if it provides an acceptable Business Manager. This Business Manager must complete our next Initial Training Program and assume full-time operation of the franchise within 1 month of your death or disability. From the date of your death or disability until a Business Manager assumes full-time control, we can operate your Business, but need not do so. Instead of the Business Manager's assuming control, the Estate may sell the franchise in accordance with requirements described in m. above, and if it does, there will be no transfer fee. These provisions are subject to state law.
q. Non-competition covenants during the term of the franchise	Section 12.01	No involvement in competing business anywhere in U.S. without our advance written permission. These provisions are subject to state law. Competing business means a "Competitive Business" as defined in the Franchise Agreement - - that is, any other real estate business or any business which engages in any of the activities which the Franchise Agreement contemplates that you will engage in; or which offers or sells any other service, program, product or component which now or in the future is part of the Weichert System, or any confusingly similar service, program or product.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	None, except after assignment. These provisions are subject to state law.
s. Modification of the agreement	Sections 25.01 and 25.02; MWSLA Section 13(b)	No oral modifications, but we may change the Manual. Any Manual change will not unreasonably increase your obligations in the Franchise Agreement. For avoidance of doubt: as a rule, oral modification of the Franchise Agreement is not permitted. For avoidance of doubt: The franchisor cannot impose a fee through the operations manual or otherwise, without pre-sale disclosure in the Franchise Disclosure Document.
t. Integration/ merger clause	Section 25.01	Only the terms of the Franchise Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim the representations we make in this Franchise Disclosure Document.

Provisions	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 28.01	Except for certain claims, all disputes are subject to arbitration in the state and county where we have our principal place of business at the time the arbitration proceeding is commenced. These provisions are subject to state law.
v. Choice of forum	Section 28.05; MWSLA Section 13(b)	Subject to state laws, you may bring suit for those certain claims that are not subject to binding arbitration only in a New Jersey State Court in Morristown, New Jersey or the U.S. District Court for the District of New Jersey In Newark, New Jersey and we may bring suit against you for those certain claims that are not subject to binding arbitration in any court we select.
w. Choice of law	Section 28.04; MWSLA Section 19(a)	All matters relating to arbitration or the enforcement of this Agreement to arbitrate will be governed exclusively by the Federal Arbitration Act and all matters involving the Proprietary Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 et seq.). New Jersey law applies (subject to state laws) with respect to all other matters.

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.).

See the state addenda to the Franchise Agreement and Disclosure Document for special state disclosures.

ITEM 18 PUBLIC FIGURES

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

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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 the franchisor's management by contacting Leslie D. Shoaf at 1625 State Route 10 East, Morris Plains, New Jersey 07950, (973) 359-8377, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary[*]
For Years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	326	305	-21
	2024	305	297	-8
	2025	297	263	-34
Company-Owned♦	2023	105	85	-20
	2024	85	77	-8
	2025	77	75	-2
Total Outlets	2023	431	390	-41
	2024	390	374	-16
	2025	374	338	-36

Table No. 2

Transfers of Franchised Outlets to New Owners (Other than the Franchisor)
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2023	0
	2024	0
	2025	0

[*] The franchisee outlet information contained in this Item 20 refers only to Initial and Additional Offices. Historical information about secondary offices such as Administrative, Kiosk (which are no longer offered), Temporary or Satellite Offices are not included, as none of those types of offices are substantially similar to Initial or Additional Offices.

♦ The company-owned outlets are owned and operated by Weichert Co. and its affiliates.

Column 1 State	Column 2 Year	Column 3 Number of Transfers
California	2023	0
	2024	0
	2025	0
Florida	2023	1
	2024	0
	2025	0
Georgia	2023	0
	2024	0
	2025	0
Illinois	2023	0
	2024	0
	2025	0
Indiana	2023	0
	2024	0
	2025	0
Michigan	2023	0
	2024	0
	2025	0
Missouri	2023	0
	2024	0
	2025	0
Oklahoma	2023	0
	2024	0
	2025	0
South Carolina	2023	0
	2024	0
	2025	0
Texas	2023	0
	2024	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2025	0
Virginia	2023	0
	2024	1
	2025	1
Total	2023	1
	2024	2
	2025	1

Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera-tions - Other Reasons	Column 9 Outlets at End of the Year
Alabama	2023	6	0	1	0	0	0	5
	2024	5	1	2	0	0	0	4
	2025	4	0	0	0	0	0	4
Arizona	2023	7	0	1	0	0	0	6
	2024	6	2	0	1	0	0	7
	2025	7	0	1	0	0	0	6
Arkansas	2023	7	0	0	0	0	0	7
	2024	7	0	1	0	0	0	6
	2025	6	0	0	0	0	0	6
California	2023	16	0	3	0	0	0	13
	2024	13	1	2	0	0	0	12
	2025	12	0	2	0	0	0	10
Colorado	2023	2	0	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera-tions - Other Reasons	Column 9 Outlets at End of the Year
	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1
Connecticut	2023	6	0	1	1	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	1	0	0	0	0	5
Delaware	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Florida	2023	39	2	5	0	0	0	36
	2024	36	5	3	0	0	0	38
	2025	38	0	3	0	0	0	35
Georgia	2023	9	0	1	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	1	0	0	7
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Illinois	2023	10	1	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	0	3	1	0	0	7
Indiana	2023	14	0	2	0	0	0	12
	2024	12	2	1	0	0	0	13
	2025	13	1	0	0	0	0	14
Iowa	2023	3	0	0	0	0	0	3
	2024	3	1	1	0	0	0	3
	2025	3	0	0	0	0	0	3
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera-tions - Other Reasons	Column 9 Outlets at End of the Year
	2025	1	0	0	0	0	0	1
Kentucky	2023	11	0	1	1	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Louisiana	2023	6	0	1	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	3	0	0	0	2
Maryland	2023	3	2	0	0	0	0	5
	2024	5	1	1	0	0	0	5
	2025	5	0	1	0	0	0	4
Massachusetts	2023	7	0	0	0	0	0	7
	2024	7	0	1	1	0	0	5
	2025	5	1	0	0	0	0	6
Michigan	2023	10	0	0	1	0	0	9
	2024	9	0	1	1	0	0	7
	2025	7	0	1	1	0	0	5
Minnesota	2023	11	0	0	0	0	0	11
	2024	11	0	2	0	0	0	9
	2025	9	0	1	0	0	0	8
Mississippi	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Missouri	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera-tions - Other Reasons	Column 9 Outlets at End of the Year
Nevada	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Jersey	2023	8	0	0	2	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	0	1	0	0	0	6
New Mexico	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	17	2	2	0	0	0	17
	2024	17	2	2	0	0	0	17
	2025	17	0	1	0	0	0	16
North Carolina	2023	14	0	0	1	0	0	13
	2024	13	1	0	1	0	0	13
	2025	13	0	2	0	0	0	11
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	8	0	2	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Oklahoma	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Oregon	2023	3	0	0	0	0	0	3

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera-tions - Other Reasons	Column 9 Outlets at End of the Year
	2024	3	0	1	0	0	0	2
	2025	2	0	0	0	0	0	2
Pennsylvania	2023	10	1	2	1	0	0	8
	2024	8	5	3	0	0	0	10
	2025	10	0	0	0	0	0	10
Rhode Island	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	1	1	0	0	3
South Carolina	2023	16	2	1	0	0	0	17
	2024	17	0	2	0	0	0	15
	2025	15	1	5	4	0	0	7
South Dakota	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Tennessee	2023	19	0	0	0	0	0	19
	2024	19	1	1	1	0	0	18
	2025	18	0	1	1	0	0	16
Texas	2023	19	2	0	0	0	0	21
	2024	21	3	2	1	0	0	21
	2025	21	2	1	1	0	0	21
Utah	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Virginia	2023	8	0	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	0	0	1	0	0	8
Washington	2023	7	0	0	0	0	0	7
	2024	7	0	2	0	0	0	5

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera-tions - Other Reasons	Column 9 Outlets at End of the Year
	2025	5	0	1	0	0	0	4
West Virginia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	5	0	0	0	0	0	5
	2024	5	0	2	0	0	0	3
	2025	3	1	0	0	0	0	4
Total	2023	326	12	26	7	0	0	305
	2024	305	29	31	6	0	0	297
	2025	297	7	30	11	0	0	263

Table No. 4

Status of Company-Owned Outlets♦
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Connecticut	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Delaware	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

♦ The company-owned outlets are owned and operated by Weichert Co. and its affiliates.

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Maryland	2023	6	0	0	2	0	4
	2024	4	0	0	1	0	3
	2025	3	0	0	0	0	3
New Jersey	2023	71	0	0	10	0	61
	2024	61	0	0	5	0	56
	2025	56	0	0	1	0	55
New York	2023	6	0	0	1	0	5
	2024	5	0	0	1	0	4
	2025	4	0	0	0	0	4
Pennsylvania	2023	8	0	0	1	3	4
	2024	4	0	0	0	0	4
	2025	4	0	0	0	0	4
Virginia	2023	12	0	0	2	0	10
	2024	10	0	0	1	0	9
	2025	9	0	0	1	0	8
District of Columbia	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total	2023	105	0	0	16	4	85
	2024	85	0	0	8	0	77
	2025	77	0	0	2	0	75

Table No. 5
Projected Openings as of December 31, 2025

Column 1	Column 2	Column 3	Column 4
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**
Arizona	0	1	0
California	0	1	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	0	1	0
Georgia	0	1	0
Illinois	0	1	0
Indiana	0	0	0
Iowa	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	0	0
Minnesota	0	0	0
Missouri	0	1	0
Montana	0	0	0
New York	0	1	0
North Carolina	0	1	0
North Dakota	0	0	0
Ohio	0	0	0
Pennsylvania	0	1	0
South Carolina	0	0	0
Tennessee	0	0	0
Texas	0	1	0
Virginia	0	1	0
Washington	0	1	0
Wisconsin	0	1	0

Total	0	16	0

Please understand that you have the opportunity to contact existing and certain other former franchisees and we urge you to do so.

The names, addresses and telephone numbers for all franchisees currently operating under a Franchise Agreement with us, as well as franchisees who have signed a Franchise Agreement with us but who have not yet opened an outlet, as of December 31, 2025 are set forth in Exhibit F.

The name, city, state and current business telephone number (or, if the business telephone number is unknown, the last-known home telephone number) of every franchisee whose franchise has, during our most recent fiscal year (which ended December 31, 2025), been terminated, canceled or not renewed; who has, during the same period, otherwise voluntarily or involuntarily ceased to do business under a Weichert Franchise Agreement; or, who has not communicated with us within 10 weeks of the issuance date of this disclosure document is set forth in Exhibit G. None of our franchisees has failed to communicate with the franchisor for at least the last 10 weeks.

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

We are not selling any outlets previously owned by franchisees that are now under our control.

There are no trademark-specific franchisee organizations associated with the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. 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.

ITEM 21 FINANCIAL STATEMENTS

Our audited financial statements for the fiscal years ended December 31, 2025, 2024 and 2023, are in Exhibit B.

ITEM 22 CONTRACTS

Copies of our Franchise Agreement and the following exhibits to it are included in Exhibit A: Initial Franchise Fee; Additional Office Fee; Franchised Territory; Minimum Monthly Continuing Royalty; Minimum and Maximum Monthly Marketing Fees; Responsible Real Estate Broker; Initial Office Location; Additional Office Locations; Initial Office Impact Date(s); Franchisee Conversion Package; Guarantors; Active Domain Names and E-Mail Addresses; Active Telephone Numbers; Annual Minimum Performance Increase Requirement; and, Assumed Business Name (Exhibit A); Proprietary Marks (Exhibit B); Confidentiality/Non-Competition Agreement (Exhibit C); Guarantee (Exhibit D); General Release - Successor Franchise Agreement (Exhibit E); General Release - Assignment (Exhibit F); Power of Attorney (Exhibit G); and, WLN Membership Agreement (Exhibit H). The Sample Bylaws of Weichert Brokers Council, the Software License Agreement, the Receipt for the Confidential Operations Manual, the Administrative Office Addendum, Temporary Office Addendum, and Satellite Office Addendum are also included in Exhibit A.

ITEM 23 RECEIPT

Exhibit J is a detachable receipt.

EXHIBIT A

FRANCHISE AGREEMENT

AND RELATED MATERIALS

Weichert

WEICHERT REAL ESTATE AFFILIATES, INC.

OFFICE FRANCHISE AGREEMENT

Weichert

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Weichert

EXHIBITS

A. **INITIAL FRANCHISE FEE; ADDITIONAL OFFICE FEE; FRANCHISED TERRITORY; MINIMUM MONTHLY CONTINUING ROYALTY; MINIMUM AND MAXIMUM MONTHLY MARKETING FEES; RESPONSIBLE REAL ESTATE BROKER; INITIAL OFFICE LOCATION; ADDITIONAL OFFICE LOCATIONS; INITIAL OFFICE IMPACT DATE(S); FRANCHISEE CONVERSION PACKAGE; GUARANTORS; ACTIVE DOMAIN NAMES AND E-MAIL ADDRESSES; ACTIVE TELEPHONE NUMBERS; ANNUAL MINIMUM PERFORMANCE INCREASE REQUIREMENT; ASSUMED BUSINESS NAME**

B. **PROPRIETARY MARKS**

C. **CONFIDENTIALITY/NON-COMPETITION AGREEMENT**

D. **GUARANTEE**

E. **GENERAL RELEASE – SUCCESSOR FRANCHISE AGREEMENT**

F. **GENERAL RELEASE – ASSIGNMENT**

G. **POWER OF ATTORNEY**

Weichert®

Office No. _____
(*WREA Internal Use Only)*

WEICHERT REAL ESTATE AFFILIATES, INC.

OFFICE FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, _____ _____ (the "Effective Date"), between WEICHERT REAL ESTATE AFFILIATES, INC., a Delaware corporation, with its principal office at 1625 State Route 10 East, Morris Plains, New Jersey 07950 ("we," "us," "our," "Franchisor" or "the Company") and

_____, ("you," "your" or "Franchisee").
(Print/Type Name of Franchisee)

a _____,
(Print/Type state of formation/organization and entity type)

with its principal address at: _____
Street Address

_____
City

_____
State and Zip Code

1. INTRODUCTION; GRANT OF FRANCHISE AND LICENSE

1.01 The Weichert Businesses, Offices and System

A. As a result of the expenditure of time, skill, effort and money, we and our affiliates have developed a proprietary business system for opening and operating businesses ("Weichert Businesses" or the "Businesses") which operate from offices (the "Weichert Offices" or the "Offices") from which licensed real estate brokerages provide residential real estate brokerage services and limited non-residential real estate brokerage services (collectively, the "Services," as more fully defined in Section 1.06 [B] below) and other real estate-related services, programs and products to customers located in the state(s) in which the brokerages are licensed (the "Weichert System" or the "System").

B. The Weichert System includes (without limitation) systems, techniques, tools, procedures and guidelines for operating a real estate brokerage business; referral programs; marketing systems and materials; standards of interior and exterior design and decor; staff recruiting and training techniques; and, in general, a style, system and technique of business operation and procedure developed through our business experience.

C. We continue to expend time, skill and money to investigate new or substitute procedures, systems, services, products, programs and activities and, if we consider it desirable, to develop and integrate them into the Weichert System.

1.02 The Proprietary Marks. We own (or are licensed to use) the trademark, service mark and trade name "WEICHERT" and related logotypes, displays, designs, signs and symbols appearing on or used in connection with a Weichert Business and its Office(s). Under Section 1.05 of this Agreement, you are granted a limited and nonexclusive license to use the "WEICHERT" trademark, service mark and trade name and certain logotypes, signs, symbols and related intellectual property, to the extent they are identified either in Exhibit B to this Agreement or in the Operations Manual (as described in Section 6.01 below). The names, marks, logotypes and related intellectual property which you are licensed to use are referred to in this Agreement as the "Proprietary Marks". We continue to develop, use and control the use of the Proprietary Marks to identify for the public the source of services, programs and products marketed under the Proprietary Marks and to represent the high standard of quality associated with these services, programs and products.

1.03 The Franchise. You wish to obtain a franchise to operate one Weichert Business ("Franchised Business") under the Proprietary Marks and the Weichert System from the Office Location described in Section 2.01 below. We wish to grant you this franchise, on the terms and subject to the conditions of this Agreement. You are, or your designee is, a licensed real estate broker under the applicable law of the Territory (as defined in Section 2.01 below), and that person is identified as the "Responsible Real Estate Broker" on Exhibit A to this Agreement.

1.04 Grant of Franchise. We grant you, and you accept, the right and obligation to operate one Weichert Business that operates from a Weichert Office from which your licensed real estate brokerage will offer, sell and provide the Services (as defined in this Agreement) to customers located in the state(s) in which the brokerage is licensed subject to the terms and provisions of this Agreement and all related agreements. We also grant you the right to use the Weichert System, as we may change, improve, modify or further develop it from time to time.

1.05 Grant of License to Proprietary Marks. We grant you, and you accept, a limited, non-exclusive license to use and display the Proprietary Mark(s) shown on Exhibit B at the Office Location described in Section 2.01 below and set forth on Exhibit A and at residential and non-residential properties listed by your Business (so long as we do not subsequently designate them as being withdrawn from use), together with those additional or substitute Proprietary Marks which we may later designate in writing, subject to the terms and provisions of this Agreement and all related agreements. This license applies solely to the operation of the Franchised Business and the services, programs and products offered and sold at and from the Business.

1.06 Services You Offer Under the Franchise

A. ***General Requirements.*** Except to the extent otherwise provided in this Section 1.06, you agree to offer, sell and furnish all current and future Services, Ancillary Services and Products (as these terms are defined in subsections [B] and [C] below), programs and products which are part of the Weichert System and which we designate as mandatory in this Agreement or in our Operations Manual. You may not use the Weichert name or the Proprietary Marks for the benefit of any business other than the Franchised Business. You are prohibited from offering or selling any service, program or product which is not a part of the Weichert System or which we delete from the System without our specific prior written approval. You may not conduct (or permit anyone else to conduct) any business other than the business contemplated by this Agreement at or from any of your Offices without first obtaining our written consent. If we permit you to furnish, offer or sell any service, program or product which is not a part of the Weichert System at or from any of your Offices, then we have the right to set conditions for this approval including, without limitation, requirements that you inform the public (in the manner that we require) that such services, programs or products are not associated with the Proprietary Marks and/or are not endorsed or offered by us, our Affiliates or our franchisees.

B. ***The Services.***

1. This Agreement authorizes you to offer, sell and perform the "Services," which means acting as a broker or agent for another in connection with the listing, offering, selling, exchanging, purchasing, transferring, hypothecating, licensing, auctioning, managing, leasing or renting of any interest in real property of any kind and in any ancillary personal property (and all other services and property as may be identified and provided in our Operations Manual) for which a real estate broker license is required under applicable law.

2. While we permit you to perform Services for non-residential property under the Proprietary Marks and pursuant to this Agreement, and require you to pay Continuing Royalties and Marketing Fees on all Gross Revenues from such Services (see Article 4), you understand and agree that we have absolutely no obligation of any sort to furnish any training, support, promotion or other assistance to you in connection with such non-residential real estate brokerage activities, and you waive, release and discharge any claim to the contrary. By way of example, and without limitation, we will have no obligation to list any non-residential property you may be offering on our Web site. You agree to adopt any regulations, standards or policies governing the furnishing of brokerage services for non-residential property by our franchisees which we may set forth in our Operations Manual or otherwise.

C. ***Ancillary Services and Products.***

1. The “Ancillary Services and Products” consist of those ancillary real estate-related services, programs and products that we authorize and/or require you to offer, sell, utilize and/or furnish (as applicable) in this Agreement or in our Operations Manual. Unless our Operations Manual specifically states otherwise, you may, if you wish, also offer, sell, utilize and/or furnish the services and products classified “Ancillary Services and Products” from any other sources approved by us as provided in Section 7.07 below.

2. You may offer optional Ancillary Services and/or Products if available in your Territory, including:

(i) Title searches performed by Weichert affiliated and/or licensed companies.

(ii) Title insurance policies issued by Weichert affiliated and/or licensed companies.

(iii) Homeowners insurance, condominium insurance, renter’s protection insurance, automobile insurance and other types of insurance furnished through Weichert affiliated and/or licensed companies.

(iv) Relocation services provided by our Affiliates.

(v) Home protection plan services furnished through our Affiliates.

3. If we notify you of new Ancillary Services or Products which are optional, then you agree to promptly advise us whether you will offer and sell the new Ancillary Services or Products.

4. Your decision to offer Ancillary Services and/or Products does not in any way preclude you from offering similar competitive services and/or products of other companies, so long as they are offered and sold on a non-exclusive basis as well as the Ancillary Services and/or Products. We may advise you from time to time of any new Ancillary Services and/or Products which we will authorize you to offer, sell, utilize and/or furnish (as applicable).

5. If we advise you that a new Ancillary Service or Product is available in your Territory and you notify us that you wish to offer, sell, utilize and/or furnish it, then you agree, at your sole expense: (a) to obtain all necessary products, services, promotional materials and equipment (including, without limitation, computer software and/or hardware), which we advise you are necessary for offering, selling, using and/or furnishing (as applicable) the Ancillary Service or Product, and (b) to begin offering, selling, using and/or furnishing the Ancillary Service or Product (as applicable) no later than 90 days after your receipt of our notice (or at such later time as our notice may direct).

2. TERRITORY

2.01 Territorial Grant. We will grant you a geographic area (the “Territory”) described in Exhibit A by a map or written description. Your right to operate an Office is restricted to the Office Location described in Exhibit A. An “Office” means the business premises from which you conduct your franchised Weichert Business. An "Office Location" means the location for your Office in the Territory which you select and we approve in advance. Your licensed real estate brokerage may provide residential real estate brokerage services and limited non-residential real estate brokerage services to customers located in the state(s) in which the brokerage is licensed. You may only relocate your Office Location in accordance with Section 5.02 below. Unless this Agreement indicates otherwise, whenever we refer to the “Office" in the singular, we mean all of the Weichert Offices you operate within the Territory under this Agreement, and whenever we refer to the “Office Location” in the singular, we mean all of your Office Locations.

2.02 Our Restrictions.

A. Within the Territory, neither we, nor our present or future affiliates, subsidiaries and designees (together, our "Affiliates" – not to be confused with “Weichert Affiliates,” who are our franchisees) will operate an Office identified by the Proprietary Mark “WEICHERT” which engages in the residential real estate brokerage business, nor will we or our Affiliates license or franchise another to do so, so long as you are not in default under this Agreement and all other related agreements, and except as provided in Section

2.03 (“Annual Minimum Performance Increase Requirement”) and Section 2.04 ("Rights We Reserve"). These restrictions on us and our affiliates will terminate immediately upon the expiration or termination of this Agreement for any reason.

B. You acknowledge that this Agreement grants you no marketing exclusivity in the Territory, and that all Weichert Offices (whether Company-owned, Company joint-ventured, franchised or otherwise) may solicit, service, advertise and offer their services, programs and products to any individual or entity, regardless of their geographic location (including within your Territory).

2.03 Annual Minimum Performance Increase Requirement

A. In order to retain the territorial rights granted by this Agreement, then for each Calendar Year commencing with Calendar Year 2 (as defined below), your annual Gross Revenues (as defined in Section 4.05) must increase by 5% each Calendar Year (the “Annual Minimum Performance Increase Requirement”). “Calendar Year 2” is defined as the year between December 31st of the year in which your Initial Office commences operations under this Agreement and December 31st of the following year. Each Calendar Year after that starts on January 1 of that year.

B. Failure by you to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year will not be grounds for the termination of this Agreement, but we will have the right to cancel your rights of territorial exclusivity granted by Article 2 of this Agreement. If we do not cancel your rights of territorial exclusivity after you fail to satisfy the Annual Minimum Performance Increase Requirement for a Calendar Year, this will not constitute a waiver of our rights to cancel them for any future failure. If we cancel your rights of territorial exclusivity for failure to satisfy the Annual Minimum Performance Increase Requirement, you understand and agree that we and our Affiliates will thereafter have the right to operate Weichert Offices under the Proprietary Marks within the Territory (either themselves or through other franchisees or licensees). You hereby waive and release any claims, demands or damages arising from or related to any of the foregoing activities engaged in by us or our Affiliates following the cancellation of your territorial rights for your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year, including, without limitation, any claim of divided loyalty; breach of fiduciary duty; fraud; unfair competition; tortious interference; unjust enrichment; breach of contract; and/or, breach of the implied covenant of good faith and fair dealing. It is the intention of the parties that these provisions not be subject to further judicial or other construction, implication or attempts to provide you with any territorial rights whatsoever following your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year. We may waive, suspend or modify these requirements (in our sole judgment) if unfavorable economic or business conditions or other unavoidable circumstances adversely affect the specific real estate market serviced by your Office(s).

2.04 Rights We Reserve

A. You have the right to operate your Franchised Business only subject to the terms and conditions of this Agreement. We specifically reserve all other rights to ourselves and our present or future affiliates, subsidiaries and designees (together, our "Affiliates" – not to be confused with “Weichert Affiliates,” who are our franchisees) and retain, now or in the future, all rights and discretion with respect to the Proprietary Marks, the System and other real estate offices. For example, and without limitation, we and our Affiliates have the right, now or in the future.

1. To own, operate and situate Weichert Businesses and Offices outside the Territory. The territories and/or locations of these Businesses and Offices may be immediately proximate to, adjacent to or abutting the boundary of your Territory.

2. To sell any products or services under the Proprietary Marks, or under any other trademarks, service marks or trade dress, through other channels of distribution.

3. To grant franchises, licenses, contracts and/or enter into joint venture agreements for the operation of Weichert Businesses and Offices outside the Territory. The territories and/or locations of these Businesses and Offices may be immediately proximate to, adjacent to or abutting the boundary of your Territory.

4. To own, operate and situate, and/or grant franchises, licenses, contracts and/or enter into joint venture agreements for, offices within your Territory providing real estate brokerage and other services in connection with the sale of undeveloped land (including, without limitation, land on which one or more homes will be constructed) and/or of tracts of newly-constructed homes.

5. To own, operate and situate, and/or grant franchises, licenses, contracts and/or enter into joint venture agreements for, offices within the Territory offering, selling and performing services other than residential brokerage services under the Proprietary Marks, including (without limitation) non-residential and/or industrial real estate brokerage services; relocation management services; financial services; title search and related services; escrow; insurance; and, pre-license and post-license training in real estate brokerage and related services.

6. To offer and sell services, programs and products within the Territory that are not explicitly authorized to be offered and sold by your Franchised Business (pursuant to this Agreement or the Operations Manual), through any means or manner whatsoever, under any names, marks, logotypes, signs, symbols and intellectual property, including the Proprietary Marks, and using our and our Affiliates' name, reputation and know-how.

7. To purchase, merge, acquire, be acquired by or in any fashion affiliate with an existing competitive or non-competitive real estate brokerage franchise network, chain or any other business regardless of the location of that network's, chain's or business's offices, and to operate, franchise or license those businesses and/or offices as Weichert Businesses and/or Offices operating under the Proprietary Marks or any other marks following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be within the Territory, and proximate to your Office Location; provided, however, that we will not operate, franchise or license such businesses and/or offices under the Proprietary Marks within the Territory.

8. On the termination or expiration of this Agreement, to establish within the Territory Businesses and Offices (either directly or through franchises, licenses, joint ventures or any other business combination) which will offer and sell those services, programs and products which this Agreement contemplates you will offer and sell.

B. The essence of this provision is that the boundary of the Territory conferred under this Agreement and the business activities you are authorized to perform under this Agreement, are to be considered for all purposes strictly delineated and not subject to further judicial or other construction, implication or attempts to expand the boundary of the Territory or your authorized business activities, directly or indirectly, and that we and/or our Affiliates may engage in any business activity whatsoever outside of the Territory (or within the Territory, to the extent provided above).

3. TERM

3.01 Term. The term ("Term") of this Agreement commences on the Effective Date and continues until the date that is ten (10) years from the date that you are scheduled to commence operations of the Franchised Business from your Initial Office under this Agreement (the "Initial Office Impact Date"), which is set forth in Exhibit A of this Agreement, unless this Agreement is sooner terminated in accordance with its provisions.

4. PAYMENTS TO FRANCHISOR

4.01 Initial Franchise Fee; Conditions for Refund

A. In consideration of our execution of this Agreement, you agree to pay us the Initial Franchise Fee set forth on Exhibit A. The Initial Franchise Fee will be earned and payable in full when you sign this Agreement. The Initial Franchise Fee is nonrefundable except as described in subsection 4.01 (B) below. The Initial Franchise Fee entitles you to operate one Office (the "Initial Office") under this Agreement (see Section 4.02, "Additional Office Fee").

B. We will refund the Initial Franchise Fee within 60 days after the expiration of 14 months after you commence operations of the Initial Office as a Weichert Office, if, at the end of that 14-month period, you have paid us at least $60,000 in Continuing Royalties (as defined in Section 4.04) based on the Gross

Revenues (as defined in Section 4.05) of your Initial Office. To qualify for the refund, we must have verified your Gross Revenues and Continuing Royalties by reviewing your Franchised Business' operations reports (each, an "Operations Report") and your payment of Continuing Royalties pursuant to this Agreement. There will be no partial refund if the Continuing Royalties you paid us based on the Gross Revenues of your Initial Office during the first 14 months after you commence operations of your Initial Office as a Weichert Office are less than $60,000. Nothing in this subsection 4.01 (B) should be construed in any way as a representation or guarantee that your Franchised Business will earn any specific level of Gross Revenues.

4.02 Additional Office Fee

A. If you wish to open or convert an office within the Territory to a Weichert Office in addition to the Initial Office (each, an "Additional Office"), then you agree to pay us an Additional Office Fee set forth on Exhibit A to this Agreement for each such additional Office. You agree to pay us the Additional Office Fee for each such Additional Office when you sign this Agreement, and it will be fully earned when paid and nonrefundable. The Additional Office Location(s) will be set forth on Exhibit A to this Agreement.

B. If you wish to open and operate any Additional Offices which we have not approved before the execution of this Agreement, then, if we have approved the Additional Office(s), you must execute our then-current form of franchise agreement for each such Additional Office, and you must pay us our then-current Additional Office Fee for each such Additional Office when you sign the franchise agreement for each.

4.03 The Bank Account

A. Within thirty days after the Effective Date of this Agreement and throughout the term of this Agreement, you agree to establish and maintain a segregated bank account at a bank or other financial institution which we designate (the "Bank Account"). The Bank Account must be established and maintained solely for the purposes set forth in this Section 4.03 and our Operations Manual.

B. You agree to instruct the institution holding the Bank Account to allow us access to the Bank Account for collection of Continuing Royalties, Marketing Fees and all other fees and payments provided for in this Agreement. The Bank Account must have the capacity to make payments and receive credits through electronic debiting. You hereby grant us the right to debit the Bank Account (electronically or otherwise) for Continuing Royalties, Marketing Fees and any and all amounts you owe us or our Affiliates under this Agreement and you agree to execute whatever documents the institution holding the Bank Account and our financial institutions may require for this purpose. Under no circumstances will our access to the Bank Account be deemed our control or our joint control of the Bank Account.

C. You agree to continuously maintain enough money in the Bank Account so as to allow us to make electronic debits as frequently as (e.g., daily, weekly, monthly or at some other interval), and in the form and manner, we specify in our Operations Manual (as it may be amended from time to time). Notwithstanding the foregoing, you agree to continuously maintain a minimum balance in the Bank Account of at least $1,500 or such higher continuous minimum balance as we deem reasonably necessary. You agree to reimburse us for all extraordinary costs we incur in collecting or attempting to collect funds due to us or our Affiliates from the Bank Account (for example and without limitation, charges for insufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Bank Account balance as required by the terms of this Agreement).

D. We will notify you of the date and amount of each debit we make from your Bank Account at the time and in the manner specified in our Operations Manual.

E. The Bank Account must be established so that we can audit it at any time upon notice to you. If the electronic funds transfer system enabling us to electronically debit your Bank Account is not functioning at any time for any reason, you agree to ensure that we and/or our Affiliates otherwise receive payment for any and all amounts due us and/or our Affiliates and by the date due, in the form of a check, money order or any other form acceptable to us.

F. Upon the termination or expiration of this Agreement, you agree to keep the Bank Account open and to continue our ability to debit the Bank Account until you have satisfied all financial obligations to us and our Affiliates, including (without limitation) the payment of Continuing Royalties on Gross Revenues

you receive after the date of termination or expiration from all Pendings (as defined in Section 4.04 below) before the date of termination or expiration.

4.04 Continuing Royalty

A. In consideration of our granting you a franchise under this Agreement, you agree to pay us 6% of the Gross Revenues (as defined in Section 4.05 below) of your Franchised Business (the "Continuing Royalty") in accordance with Section 4.07. If, by the end of each month, the aggregate Continuing Royalties you have paid us during that month do not meet or exceed the then-applicable minimum monthly continuing royalty (the "Minimum Monthly Continuing Royalty") per Office (as defined below), you agree to pay us the additional amount necessary to meet such Minimum Monthly Continuing Royalty. No Continuing Royalties will be payable on Gross Revenues that your Business may receive in connection with Pendings as of the Start Date of this Agreement. "Pendings" are defined as transactions that are subject to a previous binding written agreement but which have not yet closed, settled or funded before your Start Date. Continuing Royalties will, however, be payable on any Gross Revenues you receive following the Start Date of this Agreement from transactions subject to a binding written agreement where the transaction arose from listings which you secured before commencing operations as a Weichert Business (whether you secured the listings before or after signing the Franchise Agreement). Following the termination or expiration of this Agreement, Continuing Royalties will be payable on any Gross Revenues received in connection with Pendings as of the date of termination or expiration.

B. There is no required Minimum Monthly Continuing Royalty for your 1st and 2nd calendar months after your "Start Date" (defined as (i) the date you actually begin operation of the Franchised Business or (ii) the Initial Office Impact Date, whichever is earlier) but you still must pay the 6% Continuing Royalty during those first two calendar months in accordance with Section 4.07. Beginning in your 3rd month of operation and continuing throughout the term of this Agreement, your Minimum Monthly Continuing Royalty will consist of the amounts set forth on Exhibit A to this Agreement. If, in any calendar year, you have paid a cumulative Minimum Monthly Continuing Royalty in an amount greater than the total Minimum Monthly Continuing Royalty due for the calendar year (calculated by adding the applicable Minimum Monthly Continuing Royalty amounts due for the entire calendar year), then you are no longer required to make any Minimum Monthly Continuing Royalty payments for the remainder of the calendar year but you still must pay the Continuing Royalty set forth above for the remainder of that year. We will have the right to increase the Minimum Monthly Continuing Royalty each year, effective January 1 of each year, by the percentage of increase in the "CPI" since January 1 of the calendar year in which we execute this Agreement, and if the CPI is discontinued, the most nearly comparable successor index. The "CPI" means the Consumer Price Index for all Urban Consumers (CPI-U) – All Items (1982-84=100) for the United States published by the Bureau of Labor Statistics of the U.S. Department of Labor.

4.05 Definition of Gross Revenues

A. "Gross Revenues" means all revenues and income of any type or nature and from any source that you derive or receive – directly or indirectly – from, through, by or on account of the operation of the Franchised Business including (without limitation) your Initial Office, any Additional Offices and any Administrative, Temporary and/or Satellite Offices (as these terms are defined in Section 5.03 below) whether received in cash, in services, in kind, from barter and/or exchange, on credit, or otherwise. Gross Revenues will include (without limitation) all revenues you receive after the expiration or termination of this Agreement in connection with Pendings as of the date of termination or expiration of this Agreement. For the purposes of calculating Gross Revenues, you may not deduct or exclude any of the following: commissions paid to your sales associates; multiple listing service fees; Marketing Fees; the expenses of operating your Business; any other costs you incur; revenues and income in connection with Services for non-residential property; or, any other deductions or exclusions that are not specifically authorized by this Article 4 or our Operations Manual.

B. You may exclude from Gross Revenues reasonable referral fees paid by your Business to WLN (in connection with your participation in the Weichert Lead Network Lead Program), other real estate brokers unaffiliated with you and/or to legitimate referral agencies unaffiliated with you, such as relocation companies and referral networks (including, without limitation, those of our Affiliates), so long as you set forth the name and location of any such brokers and/or referral agencies in your required Operations Reports

(see Section 4.07). You may deduct from Gross Revenues, to the extent that they have been included in your calculation of Gross Revenues, documented refunds, charge-backs, credits and allowances that you give in good faith to clients, and all sales taxes or similar taxes which you legally charge to clients. You may deduct from Gross Revenues all reimbursements received by your Franchised Business from auction sellers for auction advertising and marketing expenses which you have advanced on behalf of the auction sellers, provided that you set forth such reimbursement payments and the expenses to which they related in the Operations Report required by Section 4.07. You may exclude from Gross Revenues any fees you receive for mortgages or loans referred to one of our Affiliates, for insurance business referred to one of our Affiliates (or its licensees), for title search or insurance business referred to one of our Affiliates (or its licensees), or for home protection plan business referred to us or one of our Affiliates (or its or our licensees). For the purpose of determining Gross Revenues, all barter and/or exchange transactions where you furnish services or products in exchange for goods or services to be provided to you by a vendor, supplier or client will be valued at the full retail value of the goods and/or services to be provided to you. If your Business receives a commission in the form of a promissory note, then you may include the commission in Gross Revenues on an installment basis, including each payment when you receive it under the note.

4.06 Marketing Fee

A. You agree to pay us a Marketing Fee equal to 2% of your Gross Revenues (as defined in Section 4.05) in accordance with Section 4.07. If, by the end of each month, the aggregated Marketing Fees you have paid us during that month do not meet or exceed the Minimum Monthly Marketing Fee, as specified in subsection (B) below, you agree to pay us the additional amount necessary to meet such Minimum Monthly Marketing Fee. Your Marketing Fees will be expended as provided for in Section 9.03 below. No Marketing Fees will be payable on Gross Revenues that your Business may receive in connection with Pendings before the Start Date of this Agreement, but following the termination or expiration of this Agreement, Marketing Fees will be payable based on any Gross Revenues received in connection with Pendings as of the date of termination or expiration.

B. The Marketing Fee will be subject to a minimum Marketing Fee (the “Minimum Monthly Marketing Fee”) and a maximum Marketing Fee (the “Maximum Monthly Marketing Fee”). The Minimum and Maximum Monthly Marketing Fees will be calculated on a per Office, monthly basis, and will consist of the amounts set forth on Exhibit A to this Agreement. Marketing Fees from more than one Office may not be aggregated for the purpose of calculating the Minimum Monthly or the Maximum Monthly Marketing Fee. We have the right to increase the Minimum and Maximum Monthly Marketing Fees, effective January 1 of each year, by the percentage of increase in the CPI since January 1 of the previous calendar year, and if the CPI is discontinued, the most nearly comparable successor index.

4.07 Reporting and Payment

A. You agree to electronically submit Operations Reports to us as frequently as (e.g., daily, weekly, monthly or at some other interval), and in the form and manner, we specify in our Operations Manual (as it may be amended from time to time). We may require, either in the Operations Manual or elsewhere, that the Operations Report contain some or all of the following information: a statement reporting all Gross Revenues received for the applicable time period; information regarding listings and sales; information regarding other income; information regarding allowable deductions; and/or information regarding staff changes. Notwithstanding the deadlines for submitting the Operations Reports specified in our Operations Manual, you may submit listing data to us as frequently as you desire, so that we can make it accessible to other Weichert Offices.

B. We will electronically debit your Bank Account for the Continuing Royalty and Marketing Fee as frequently as (e.g., daily, weekly, monthly or at some other interval), and in the form and manner, we specify in our Operations Manual (as it may be amended from time to time).

4.08 Commencement of Payments

A. The Continuing Royalty, Marketing Fee and all other payments and fees due under this Agreement will begin to accrue on the Initial Office Impact Date under this Agreement. Calculation of the Minimum Monthly Continuing Royalty will also commence on the Start Date.

B. All other payments due to us will accrue on the dates specified either in this Agreement, the Operations Manual, or, with regard to any products and/or services sold or furnished by us or any of our Affiliates to you, on the terms we (or our Affiliate) specify at the time of offer or sale, including, without limitation, electronic funds transfer or other wire transfer. All royalties, fees and payments, including the Continuing Royalty and Marketing Fee, will continue to accrue during the entire term of this Agreement. Gross Revenues you receive after the expiration or termination of this Agreement in connection with Pendings as of the date of termination or expiration of this Agreement will accrue upon your receipt of such Gross Revenues.

4.09 Payments to Us

A. In addition to all other payments under this Agreement, you agree to pay us (or our Affiliates) immediately upon demand:

1. The amount of all sales taxes, trademark license taxes and any other tax or levy whatsoever – however denominated – imposed on, required to be collected, or paid by us or our Affiliates (but not including any corporate income taxes imposed on us or our Affiliates) on account of services or goods we (or our Affiliates) have furnished to you through sale, lease or otherwise, or on account of collection by us of the Initial Franchise Fee, Additional Office Fees (if any), Continuing Royalties and/or Marketing Fees called for by this Agreement.

2. All amounts we advanced, or which we have paid, or for which we have become obligated to pay, on your behalf for any reason (not including any corporate income taxes imposed on us or our Affiliates).

3. All amounts due to us or our Affiliates for products or services you purchased from us or our Affiliates

4.10 Late Charge

A. You agree to pay us (or our Affiliates) interest on any amounts due (under this Agreement or otherwise) but not timely paid at the maximum interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated at the rate of 4% above the prime rate of interest on the first day of each month that an amount is past due, as published in The Wall Street Journal. If The Wall Street Journal is not published at that date, the prime rate used will be that published by The New York Times, and if neither is published, the prime rate used will be that charged on that date by Citibank, N.A. in New York City.

B. In addition to your obligation to pay us interest on any amounts due (under this Agreement or otherwise) but not timely paid, we will charge you an Administrative Fee in the amount of $35 if (i) you have insufficient funds in your Bank Account to make any payments due under the Franchise Agreement; (ii) you fail to make any payments due under the Franchise Agreement; or, (ii) before any regularly scheduled payment is due, you request a postponement of the payment due date.

C. You acknowledge that this Section 4.10 will not constitute agreement by us or our Affiliates to accept any payments after they are due, or a commitment by us or our Affiliates to extend credit to you or otherwise finance the Franchised Business. You also acknowledge that if you do not pay all amounts when due under this Agreement, this will be a material breach of this Agreement which, unless you cure the breach as provided in Section 17.03, will result in this Agreement being terminated immediately.

4.11 Application of Funds. If you are delinquent in the payment of any obligation to us or our Affiliates under this Agreement, or under any other agreement with us or any of our Affiliates, then we or the Affiliate may apply any payment from you to the oldest obligation due, whether under this Agreement or otherwise, whether or not there is any contrary designation by you.

4.12 You May Not Withhold. You may not withhold payment of any Continuing Royalty, Marketing Fee or any other amount due to us or our Affiliates on the grounds of the alleged non-performance or breach of any of our or our Affiliates' obligations under this Agreement or any related agreement, including agreements for the sale of products or services by us or our Affiliates to you.

4.13 Processing Fee. You agree to pay us a Processing Fee in the amount of $250 in addition to any other fees due under this Agreement for any changes or modifications that are made to the Franchise Agreement upon your request.

5. SITE SELECTION REQUIREMENTS; OFFICE APPEARANCE AND SIGNS

5.01 Office Location

A. Except as provided in Section 5.03 ("Administrative, Temporary and Satellite Offices"), you may operate your franchised Weichert Business only from your approved Office Location. You may use the Office(s) for no other purpose than the operation of the Franchised Business.

B. The Office Location for your Initial Office is set forth on Exhibit A to this Agreement, and any Additional Office Locations we have approved are also set forth on Exhibit A.

C. You understand that any advice we give you regarding site selection (whether as part of our System or Operations Manual, in response to your proposals or inquiries, or otherwise); our proposal or suggestion of any Office or Additional Office Location; and/or, our exercise of our rights of inspection or approval, are not meant to be relied on or construed in any way as a representation, express or implied warranty, or any other indicia of the prospective profitability, viability or merit of any location. You waive, release and discharge any claim against us that the new location would be profitable.

5.02 Relocation of a Franchised Office

You may not relocate any of your Weichert Offices to another location without first obtaining our written approval for the new location. Our approval of such relocation, however, will not alter or modify the Territory originally granted herein, unless also altered or modified in writing by us. Any relocation will be at your expense. We may charge you for any costs we incur in connection with the relocation.

5.03 Administrative, Temporary and Satellite Offices

A. ***Administrative Offices.*** There will be no Additional Office Fee for offices you operate within the Territory for purely administrative purposes and from which you do not provide any Services to clients under this Agreement (each, an “Administrative Office”). You must obtain our written approval before opening or operating any Administrative Office as provided in subsection 5.03 (D) below and you must pay us an administrative fee of up to $1,000 for each such Administrative Office. If you provide any Services (or Ancillary Services or Products) to clients under this Agreement from any Administrative Office, then that Office becomes an Additional Office, you must immediately pay us the Additional Office Fee as provided in Section 4.02 above, and all other Office requirements will thereafter apply to that Office.

B. ***Temporary Offices.*** With our prior written approval, as provided in subsection 5.03 (D) below, you may operate Temporary Offices without paying us an Additional Office Fee, but you must pay us an annual administrative fee of up to $2,000 per year for each such Temporary Office. “Temporary Offices” are defined in our Operations Manual, and they include sales offices located in or near a new housing tract or subdivision, sales offices that you use while your Initial Office is temporarily unavailable, and other arrangements, where there are facts and circumstances that we determine, in our sole judgment, warrant a Temporary Office, and from which Services are provided to clients. You may operate each Temporary Office for no longer than the period we agree upon in writing.

C. ***Satellite Offices.*** With our prior written approval, as provided in subsection 5.03 (D) below, you may operate Satellite Offices without paying us an Additional Office Fee, but you must pay us a monthly satellite fee of $199 per month, for a minimum of twelve months, for each such Satellite Office. “Satellite Offices” are defined in our Operations Manual, and they include sales offices that you use when you are determining whether to open a new additional Initial Office and other arrangements, where there are facts and circumstances that we determine, in our sole judgment, warrant a Satellite Office, and, from which Services are provided to clients. Your right to operate a Satellite Office may be terminated by you any time after the first 12 months of operation, for any or no reason, so long as you provide us with at least 60 days prior written notice. You may operate each Satellite Office for no longer than the period we agree upon in writing.

D. *General.*

1. You must obtain our prior written approval for any Administrative, Temporary or Satellite Office you wish to operate. We may deny your request for approval to open any Administrative, Temporary or Satellite Office for any reason or no reason. If we approve your proposed Administrative, Temporary or Satellite Office (as applicable), then you understand that our approval is not meant to be relied on or construed in any way as a representation, express or implied warranty, or any other indicia of the prospective profitability, viability or merit of the Office location, and you waive any claim against us that the location would be profitable.

2. You agree that all Administrative, Temporary or Satellite Offices that we permit you to operate under this Agreement will comply with all requirements we may establish for the applicable Office type in our Operations Manual or otherwise. We may prohibit you from engaging in certain activities contemplated by this Agreement from an Administrative, Temporary or Satellite Office, as we specify in our Operations Manual or otherwise.

3. All revenues from your Administrative, Temporary or Satellite Offices (if any) must be included as Gross Revenues for the purpose of calculating your Continuing Royalties and Marketing Fees, as specified in the Operations Manual. You agree to report to us all Gross Revenues from your Administrative, Temporary or Satellite Office (as applicable) in the manner required by Section 4.07 above. Except as otherwise set forth in the Administrative Office, Temporary and Satellite Office Addenda, for purposes of calculating the Minimum Monthly Continuing Royalty and/or the Minimum Monthly Marketing Fee, the Gross Revenues from any and all such Administrative, Temporary or Satellite Office will be included as part of Gross Revenues of the Initial Office.

5.04 Office and Signage Requirements. You agree that, throughout the term of this Agreement, your Office(s) will meet our standards and requirements for the appearance, furnishing and equipping of Weichert Offices that we set forth in our Operations Manual or otherwise.

6. DUTIES OF FRANCHISOR

6.01 Confidential Operations Manual

A. We will lend you one copy of our confidential operating manual (the "Operations Manual" or the “Manual”). Some parts of the Operations Manual may be delivered to each of your Offices at our option, as an administrative convenience only. The Operations Manual may be in the form of one or more of the following: one or more looseleaf or bound volumes; written bulletins; notices; facsimiles; electronic communications; CD-ROMs, computer disks or other electronic media; or, any other such memorializations.

B. You agree to operate your franchised Weichert Business in strict compliance with the policies, procedures, operational systems, methods and requirements prescribed from time to time in the Operations Manual.

C. We retain the right to prescribe additions to, deletions from or revisions of the Operations Manual (the "Supplements to the Operations Manual"), all of which will be considered a part of the Operations Manual. All the previous and subsequent references to the Operations Manual in this Agreement will include all Supplements to the Operations Manual. Supplements to the Operations Manual will become binding on you as if originally set forth in the Operations Manual, upon being delivered to you as provided in Section 26.01 of this Agreement. You agree to immediately adopt and use the services, products, programs, materials, standards, specifications, policies, methods, procedures and techniques set forth in modifications or Supplements to the Operations Manual. The Operations Manual and any additions, deletions, revisions or Supplements to the Operations Manual are material in that they will affect the operation of the Franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement.

D. You acknowledge that we are the owner of all proprietary rights in the Weichert System, the Operations Manual and all Supplements to the Operations Manual, and that you are acquiring no proprietary or other right to them other than a license to use them and comply with them during the term of this Agreement. The Operations Manual and all Supplements to the Operations Manual will remain our property at all times. You promise that you, your agents, independent contractors, and employees will treat the

Operations Manual and the information contained in it as confidential; use all reasonable efforts to maintain this information as secret and confidential; at no time copy, duplicate, record or otherwise reproduce the Operations Manual or Supplements to the Operations Manual, in whole or in part; and, not make the Operations Manual, Supplements to the Operations Manual or information in them available to any unauthorized person. Upon the expiration or termination of this Agreement, you must return the Operations Manual and all Supplements to the Operations Manual to us, or at our direction obliterate or destroy them.

E. You agree to ensure at all times that your copy of the Operations Manual and the Supplements to the Operations Manual are current and up-to-date. If there is any dispute as to your compliance with the provisions of the Operations Manual and any Supplements to the Operations Manual, the master copy of the Operations Manual and any Supplements to the Operations Manual maintained at our principal office will control.

6.02 Weichert Leadership Academy/Initial Training Program

A. Before the Initial Office Impact Date, or the next scheduled training after the Initial Office Impact Date, you (if "Franchisee" is an individual) or, if "Franchisee" is a business entity, your Business Manager (as defined in Section 7.06 below) must attend and complete our Weichert Leadership Academy initial training program. We will determine the date of commencement, location (and whether in-person or virtual) and duration of this program and notify you of them.

B. The cost for attendance at the Weichert Leadership Academy for you or your Business Manager (as applicable) is included in the Initial Franchise Fee. The Initial Franchise Fee also includes ground or air transportation, hotel accommodations for three nights, certain meals and training materials for you or your Business Manager (as applicable). You will be responsible for any other expenses, and for your trainee's salary. If you wish additional personnel to attend the Weichert Leadership Academy, you must pay us a fee no greater than $950 per person for tuition and training materials, and you must pay all expenses incurred by your additional trainees in connection with training including, but not limited to, their salaries, transportation costs, hotel accommodations, meals and other expenses.

C. If we reasonably conclude that you or your Business Manager (as applicable) has failed to attend or complete our Weichert Leadership Academy initial training program, this failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure. If we terminate the Agreement for this reason, then all funds you paid us will be considered earned by us.

D. Any Business Manager you hire or appoint after you commence operation of your Franchised Business must attend and complete our next scheduled Weichert Leadership Academy initial training program. You must pay us no more than $950 per person for tuition and training materials for training any successor Business Manager, and you must pay all expenses incurred by your additional trainees in connection with training including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses.

6.03 Sales Training Classes

A. We will provide regularly scheduled initial sales training classes ("Fast Track Training") for your sales associates at locations we select, which may include online training and local or regional locations or through webinar formats. Fast Track Training is subject to our scheduling, notification, enrollment and cancellation policies as specified in the Operations Manual.

B. All new sales associates hired by you (as defined in the Operations Manual) must attend and complete the Fast Track training to our satisfaction. The cost for such training to you or your sales associates will be established by us, but will not exceed $199 per person, including training materials. You will be responsible for all other expenses of your trainees incurred in connection with Fast Track training including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses.

C. In addition to the required Fast Track training, we may also provide other optional training for sales associates or staff members conducted at local or regional locations or through webinars. The cost for such training to you or your sales associates will be limited to reasonable reimbursement for any required and/or optional training materials, equipment leasing and/or meeting room expenses. You will be responsible

for all expenses of your trainees incurred in connection with training including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses.

6.04 Franchisee Conversion Package. Upon payment of your Initial Franchise Fee, we will provide you a Franchisee "Conversion Package" of goods and services, as set forth on Exhibit A. We retain the right to suspend or rescind all or any part of your Conversion Package if you fail to make a timely payment of any money due us (or our Affiliates) or you have received a Notice of Default under this Agreement, even if the default was timely cured.

6.05 Approved Suppliers. Before you commence operations under this Agreement, we will provide you with a list of our Approved Suppliers. See Section 7.07 below.

6.06 Weichert Incentive Bonus Program

A. Under the Weichert Incentive Bonus Program, you may be eligible to receive an annual bonus. In order to qualify for a Weichert Incentive Bonus, you must achieve certain levels of Continuing Royalties timely paid to us, and comply with operational criteria, all as detailed below.

B. The following definitions will apply:

1. A "Calculation Year" means any whole or partial calendar year during which you are operating the Franchised Business under this Agreement.
2. The "Award Date" means March 31st of the calendar year immediately following the Calculation Year. During the year in which this Agreement expires, if we agree to enter into a Successor Franchise Agreement with you, then the Award Date will be the later of March 31st of that year or the fourteenth day after the date on which we deliver to you the Successor Franchise Agreement counter-executed by us. (see subsection 6.06 [C] [4] below).

C. Our obligation to pay you a Weichert Incentive Bonus will be contingent on your fulfilling the conditions we set forth in our Operations Manual, including the following conditions:

1. You and your Franchised Business must be in compliance with this Agreement, with the Operations Manual and all with other agreements between you and us (or our Affiliates);
2. You have must have satisfied all monetary obligations to us (or our Affiliates) and must have timely met these obligations throughout the Calculation Year;
3. You must not have received more than two Notices of Default under this Agreement, even if the defaults were timely cured, within the Calculation Year;
4. During the calendar year during which this Agreement expires, if this Agreement expires between January 1st and March 31st of that year, then you will only be eligible for a Weichert Incentive Bonus for the preceding Calculation Year if you and we have executed a Successor Franchise Agreement by March 31st of the year in which this Agreement expires. If this Agreement expires between January 1st and March 31st and you and we have not executed a Successor Franchise Agreement by March 31st of that year, then we will have no obligation to pay you a Weichert Incentive Bonus with respect to the Calculation Year before the calendar year during which this Agreement expires;
5. We will have the right, in our sole judgment, to modify the conditions for the award of a Weichert Incentive Bonus and to establish new conditions for the award of a Weichert Incentive Bonus, and we will communicate any such modification or new condition to you in writing no later than February 15th of any Calculation Year to which the adjustment applies; and
6. There are at least 15 months remaining in the term of this Agreement, unless you execute a Successor Franchise Agreement with us.

D. If you have met all the conditions for the award of a Weichert Incentive Bonus during the preceding Calculation Year (or part thereof), then we will pay to you, on or before the Award Date in question, a Weichert Incentive Bonus (subject to the limitations set forth in subsection [C] [4] above with respect to

the calendar year during which this Agreement expires). The Weichert Incentive Bonus for each Calculation Year under this Agreement will be calculated in accordance with the table below, as follows: We will first calculate the Bonus for each range (starting with Range 2) by multiplying your Annual Continuing Royalties you timely paid us on Gross Revenues you received in the Calculation Year ("Qualifying Royalties") by the Percentage Multiplier for that range, crediting you with the Maximum Award per Range, and we will then add the Bonuses you are entitled to for each range to arrive at your total Weichert Incentive Bonus for a Calculation Year. The calculation of Weichert Incentive Bonuses will be based on the aggregate Annual Continuing Royalties you timely paid us on Gross Revenues you received in the Calculation Year for all your Weichert Offices.

CALCULATION OF WEICHERT INCENTIVE BONUS

Range	Annual Qualifying Royalties paid		Percentage Multiplier	Maximum Award Per Range	Cumulative Maximum Award
	From	To			
1	$0	$120,000	n/a	$0	$0
2	$120,001	$180,000	16.6667%	$10,000	$10,000
3	$180,001	$240,000	33.3333%	$20,000	$30,000
4	$240,001 and above		50.00%	No Maximum	No Maximum

E. Notwithstanding the other provisions of this Section 6.06, if we deliver a notice of default to you pursuant to Section 17.03 of this Agreement, then the Continuing Royalties of your Franchised Business during the calendar quarter in which such notice is delivered to you and each calendar quarter (or partial quarter) during which the default remains uncured at the end of the calendar quarter will be excluded from the calculation of Continuing Royalties for the subject Calculation Year, regardless of whether or not you cure the default on a timely basis.

F. Nothing in this Section 6.06 should be construed in any way as a representation or guarantee that your Franchised Business will achieve any of the levels of Continuing Royalties used to calculate the Weichert Incentive Bonus or any specific level of Gross Revenues.

G. If this Agreement is assigned pursuant to Article 14, then we will prorate the Weichert Incentive Bonus on a monthly basis, with any Weichert Incentive Bonus earned prior to the calendar month in which the effective date of the assignment occurs accruing to the assignor, and any Weichert Incentive Bonus earned following the calendar month in which the effective date of the assignment occurs accruing to the assignee.

H. So that there is no misunderstanding, we will deduct from any Weichert Incentive Bonus any and all Continuing Royalties and Marketing Fees and other payments, obligations and amounts that you owe to us or any of our Affiliates and which have not been timely paid.

I. We reserve the right to construe and interpret the Weichert Incentive Bonus program and, in the event of any dispute with regard to the payment of the Weichert Incentive Bonus or the interpretation of any aspect of the Weichert Incentive Bonus, you agree that our decision will be final and binding on you and us.

J. The Weichert Incentive Bonus is not a refund of Continuing Royalties or other amounts you pay to us, but rather a separate incentive designed to reward outstanding performance as well as full compliance with this Agreement and the Operations Manual.

6.07 Business Conferences or Conventions. We may from time to time conduct a system-wide business conference ("Management Retreat") or convention ("Convention"). We will determine the duration, agenda and location of each of these events. We may charge you a reasonable fee to cover our costs and expenses of organizing and conducting each Management Retreat or Convention you attend - - provided, such charge will not exceed $999 per attendee for each Management Retreat or Convention (subject to an annual adjustment for inflation as it affects our associated costs and expenses). You (if "Franchisee" is an individual) and/or your Business Manager(s) must attend each Management Retreat and system-wide

Convention. We will notify you of each such event and deduct our charge for your attendance from the Bank Account (as set forth in the Operations Manual). You may, if you wish, send other attendees to any such conference (retreat) or convention. You agree to pay all related expenses of your attendees including, but not limited to, transportation costs, meals, lodging and living expenses.

6.08 Initial Support Services/Business Management Training. For a period of 90 days following your Start Date, we will provide initial business support services ("Orientation Services") to help implement the Weichert System at your Office(s). These services may include training, administrative assistance, and consultation with respect to programs, procedures, guidelines, systems, specifications or techniques pertaining to the operation of your Weichert Business. The timing of Orientation Services will be subject to the availability of our personnel, and may be conducted on-site, off-site, by telephone; or, through other communication formats or devices (or any combination thereof).

6.09 Ongoing Field Support Services

A. Following our furnishing to you of the Orientation Services as described above, we may, at our sole option, furnish to you ongoing field support services. Such ongoing business support may include management training held at locations of our choosing, as well as individual or group business planning and consulting pertaining to the operation of your Weichert Business. The timing and continuation of all business planning and support services will be subject to the availability of our personnel and other conditions set forth in the Operations Manual. We will not charge a fee for this training, but you must reimburse us for the costs for any training materials, equipment leasing and/or meeting room expenses. You will also be responsible for all other expenses of you or your Business Manager(s) incurred in connection with such training including, but not limited to, their salaries, transportation costs, meals, lodging and other living expenses.

B. Our representatives may render field support services on-site, off-site, by telephone; or, through other communication formats or devices. Field support services may include advice with respect to programs, procedures, guidelines, systems, specifications or techniques pertaining to the operation of your Weichert Business.

6.10 Optional Materials and Services Which We May Offer. If we determine to offer to sell you any optional materials and services (directly, or through an Affiliate), and you, at your sole option, determine to purchase any of them, then you must pay us (or our Affiliate) the prices that we, at our sole option, determine and set forth at the time of offer or sale, or we otherwise generally set forth in our Manual or otherwise. All such prices will be subject to change at any time.

6.11 Nature of Obligations. All our obligations under this Agreement are to you alone. No other party is entitled to rely on, enforce or obtain relief for breach of any of our obligations hereunder, either directly or by subrogation.

7. DUTIES OF FRANCHISEE

7.01 Commencement of Operations

You agree to commence the operation of your Franchised Business no later than the Initial Office Impact Date set forth on Exhibit A to this Agreement. If you wish to open or convert one or more offices within the Territory to an Additional Office(s), then you agree to do so by the "Impact Date" for each such Additional Office set forth on Exhibit A.

A. Before commencing operations under this Agreement, you agree to fulfill all the pre-opening obligations called for by this Agreement and our Manual.

B. Your failure to commence operation of your Initial Office or any Additional Office under this Agreement by the applicable date set forth on Exhibit A will be a material and incurable breach of this Agreement, which, unless waived by us, will entitle us to terminate this Agreement immediately upon notice to you, without opportunity to cure. If we terminate the Agreement for this reason, then all funds you paid us will be considered earned by us.

7.02 Manner of Operation

A. Your Business and Offices must comply at all times with every provision of this Agreement, the Weichert System, the Operations Manual and all Supplements to the Operations Manual.

B. You acknowledge that every component of the Weichert System is vital to us, to other Weichert franchisees and to the operation of the Franchised Business. You further acknowledge that your compliance with the Weichert System is of the essence to this Agreement. You therefore agree to conduct the activities and operations of your Weichert Business and Offices at all times in compliance with the Weichert System, including all standards, procedures and policies we establish from time to time (in our Operations Manual or otherwise), as though specifically set forth in this Agreement. You agree to disseminate to the public all promotional and other materials, which we specify and which are part of the Weichert System.

7.03 Modifications to the Weichert System

A. You understand and agree that the Weichert System must not remain static if it is to meet unforeseen changes in technology, competition, demographics, populations, consumer trends, societal trends; economic trends and other marketplace variables. Accordingly, you agree that we may from time to time change the components of the Weichert System and the requirements applicable to the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of the System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those Services, Ancillary Services, programs and products which the Franchised Business is authorized and required to offer, sell and provide; modifying or substituting entirely the Office signage, trade dress, decor, color schemes and uniform specifications and other Office construction, design, appearance and operation attributes which you are required to observe under this Agreement; and, changing, improving, modifying or substituting the Proprietary Marks. You agree to implement any such System modifications as if they were part of the Weichert System at the time you signed this Agreement. You also understand and agree that such modifications may obligate you to invest additional capital or incur higher operating costs. In addition, we reserve the right to make any adjustments to our services offered to you as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually.

B. You agree to comply with any such modifications, additions, deletions, substitutions and alterations; provided, however, that the changes will not materially and unreasonably increase your obligations under this Agreement.

C. You agree to accept, use and effectuate any such modifications to, or substitution of, the elements of the System as if they were part of the System at the time that this Agreement was executed.

D. We will not be liable to you for any expenses, losses or damages you sustain as a result of any of the modifications contemplated by this Section. You promise not to commence or join in any arbitration, litigation or other proceeding against us, or our Affiliates or any third party complaining of any such modifications or seeking expenses, losses or damages caused by such modifications. Finally, you expressly waive any claims, demands or damages arising from or related to the above activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

7.04 Compliance with Laws, Rules and Regulations. You agree to operate the Franchised Business in strict compliance with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities; comply with all applicable wage, hour and other laws and regulations of federal, state and local governments; prepare and file all necessary tax returns; pay all taxes imposed on you related to the Franchised Business; pay or cause to be paid prior to delinquency all taxes, fines, fees and/or assessments arising out of or in connection with the operation of the Franchised Business and Office; obtain and keep in good standing all necessary licenses, permits and other required forms of governmental and quasi-governmental approval necessary for the operation of your Weichert Business; and, otherwise be responsible for compliance, at your sole expense, with all governmental or quasi-governmental

requirements, restrictions, duties and responsibilities, including, without limitation, all laws, rules and regulations applicable to your Business governing the operation of a real estate brokerage and the Americans with Disabilities Act. If at any time during the term of this Agreement you receive any complaint, claim or notice alleging a failure to comply with any law, rule or regulation applicable to your Business, you agree to provide us with a copy of the complaint, claim or notice within five days after your receive it.

7.05 Membership in National Association of Realtors®. You must be and remain a member in good standing of the National Association of Realtors® throughout the Term of this Agreement. Your Franchised Business must comply with the Code of Ethics of the National Association of Realtors® at all times.

7.06 Your Participation in the Operation of the Business; Responsible Real Estate Broker Business Manager; Office Managers

A. You agree to personally and directly supervise the operation of the Franchised Business, unless we otherwise permit in writing. You agree to devote the amount of your time, attention and best efforts to the performance of your duties under this Agreement that is necessary for the proper and effective operation of the Franchised Business.

B. You hereby represent and warrant that, as of the date you execute this Agreement, you are, or must have designated a real estate broker duly licensed under any and all applicable laws, rules and regulations of the Territory (your "Responsible Broker"). Your initial designated Responsible Broker is identified as such on Exhibit A; must personally and directly supervise the operation of the Franchised Business and, unless we permit otherwise, must also serve as your Business Manager (see below). You agree immediately to notify us of the death, disability or termination of employment of your Responsible Broker or the loss or suspension of your Responsible Broker's real estate brokerage license. You must designate a successor or acting Responsible Broker no later than ten days following the death, disability, termination of a Responsible Broker or the loss or suspension of your Responsible Broker's real estate brokerage license. Each successor or acting Responsible Broker must be a licensed real estate broker under applicable law in the Territory, and must possess any required credentials and meet any other requirements stated in our Operations Manual. You must provide us with written notice of any changes to your designated Responsible Broker.

C. If "Franchisee" under this Agreement is an individual, you must either serve as or designate a Business Manager. If "Franchisee" under this Agreement is a business entity, then you must designate a Business Manager. Unless we permit otherwise, your Business Manager must be your Responsible Broker (see above). You must inform us in writing as to the identity of your Business Manager and any successor Business Managers. Other requirements concerning the Business Manager will be set forth in our Operations Manual and are incorporated by reference in this Agreement.

D. You agree immediately to notify us of the death, disability or termination of employment of your Business Manager. You must designate a successor or acting Business Manager no later than ten days following the death, disability or termination of the predecessor Business Manager. If you do not employ and train a successor Business Manager, this will be a material breach of this Agreement, which, unless you cure the breach as provided in Section 17.03, will result in this Agreement being terminated immediately.

E. You must designate an Office Manager for each Office. Your Business Manager may serve as the Office Manager for one of your Offices. If you have only one Office, your Office Manager, Business Manager and Responsible Broker may be the same person. You must inform us in writing as to the identity of your Office Manager(s) and any successor Office Manager(s). Other requirements concerning the Office Managers will be set forth in our Operations Manual and are incorporated by reference in this Agreement.

F. You agree immediately to notify us of the death, disability or termination of employment of any of your Office Managers. You must designate a successor or acting Office Manager no later than ten days following the death, disability or termination of an Office Manager.

7.07 Requirements Concerning Sources of Supply

A. We have established an Approved Supplier Program. The qualifications and responsibilities of Approved Suppliers are set forth in the Operations Manual. As a condition of participation in our Approved Supplier Program, Approved Suppliers may be required to pay us fees. We or our Affiliates may also receive

discounts or rebates from Approved Suppliers. We (or our Affiliates) will have the right to retain all such fees, payments and discounts.

B. We and our Affiliates may serve as non-exclusive Approved Suppliers, offering to sell to you certain products and services at the prices we determine and set forth at the time of sale, in our Operations Manual or otherwise. We reserve the right to earn a profit from selling you goods and services. Unless otherwise provided in this Agreement or the Operations Manual, you will be under no obligation to purchase any goods or services from us or our Affiliates.

C. All products and services you procure or purchase through sources other than Approved Suppliers must conform to the same minimum material standards and specifications, including proper use of the Proprietary Marks, as are required of Approved Suppliers, or as we set forth in this Agreement, the Manual, or otherwise. We reserve the right to test, analyze, inspect or randomly sample the product or service of any source that is not an Approved Supplier and to require you to immediately discontinue the use of any product or service not meeting the minimum standards and specifications set forth in the Manual.

D. We may from time to time provide you with specifications governing the minimum standards of non-proprietary products, services or equipment you procure from a third party (that is, from any party other than us or our Affiliates, or the designees of either), in our Operations Manual or in other written notices we transmit to you. We may modify our specifications in writing from time to time.

7.08 Computer Systems

A. Before the commencement of operation of your Initial Office and any Additional Office, you agree to procure and install at the Office in question, at your expense, the computer system we require at that time, consisting of the computer hardware, software, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment that we then specify in our Operations Manual or otherwise.

B. You must install and use our current proprietary reporting system, the base version of which we will provide to you at no charge. Required modifications, upgrades or new versions of the base version of our reporting system will be provided to you without charge. We may, however, charge you our then-current fees for any optional enhancements to the base version of the system.

C. You must also install and use our current proprietary internet-based intranet system, which provides functional features to be used in the operation of your Business and acts as a gateway between your reporting system and us with respect to reporting listings, pending and completed sales, Gross Revenues, information on staff members, and other required information. You must sign our standard form Software License Agreement and thereafter comply with its provisions. We will provide your Business with one license for the basic version of this system at no charge. Required modifications, upgrades or new versions of the basic version will also be provided to your Business without charge. We may, however, charge you our then-current fees for any optional enhancements to the base version of the system. In addition, you must implement and use our proprietary internet-based technology tool. You must sign our standard form Software License Agreement and thereafter comply with its provisions. We will provide your Business with access to the base level of this system at no charge; however, we reserve the right to charge you our then-current fees for any features developed and made available to you in addition to that base level (“add-ons”); any usage that exceeds our designated limits; and/or, for account reinstatement in the event that you or any of your Authorized Users’ access is suspended or terminated.

D. In the future, we may develop or have developed other proprietary software. If we determine that such proprietary software should be used by all Weichert franchisees, then we will provide the base version of the proprietary software to you at no charge; you must install and use the proprietary software in connection with your operation of the Franchised Business; and, you must sign our standard, then-current form of Software License Agreement when we notify you to do so. If we develop modified, upgraded or new versions of any such proprietary software that you are required to implement upon our notice to you, we will provide it to you without charge. We may charge you our then-current fees for any optional enhancements to the base version of such proprietary software.

E. You agree, at your expense, to keep your computer systems in good maintenance and repair. We may mandate that you add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Following our testing and determination that it will prove economically or systemically beneficial to you and to us, you agree to install at your own expense the additions, modifications, substitutions and/or replacements to your computer hardware, software, telephone and power lines and other computer facilities as we direct, on the dates and within the times we specify in our Operations Manual or otherwise.

F. Upon termination or expiration of this Agreement, you must return all computer software, disks, backup tapes and other magnetic storage media to us in good condition, allowing for normal wear and tear.

G. In addition to the above requirements, each of your Business Managers, Office Managers and sales associates must have an active business e-mail address enabling us to send general announcements, referrals and/or other business communication regarding the Weichert System or your particular Weichert Office.

7.09 Local Brokers Councils; Other Councils

A. Local Broker Councils

1. We may establish local broker councils of two or more Weichert franchisees within a geographic area we determine (each, a "Local Broker Council"). We may change the boundaries and consequently the membership of each Local Broker Council in our sole judgment. Although we wish to avoid this, you acknowledge that we may assign your Offices to different Local Broker Councils, particularly if you add Additional Offices under a subsequent Franchise Agreement. We will give you written notice of the Local Broker Council(s) to which we assign your Offices. You agree to join and participate in the Local Broker Council(s) to which we assign your Offices and pay all dues and assessments required by your Local Broker Council(s). Each Local Broker Council will be governed by Bylaws in the form set forth in the Operations Manual, except as modified to conform to the laws of any specific jurisdiction. Local Broker Councils may adopt further rules and procedures, including attendance requirements imposed on you or your designated representative, but such rules and/or procedures will not materially and unreasonably increase your obligations under this Agreement.

2. Your dues to each Local Broker Council will not be less than $300 per year or more than $3,000 per year, unless franchisee Council members change the dues in accordance with the Bylaws of the Council. In addition to the Council dues, a Local Broker Council may impose special assessments for marketing, advertising and promotional purposes, in amounts no greater than a total of $500 per Office per month, unless this maximum annual assessment is changed by franchisee Council members in accordance with the terms of the Bylaws of the Council.

3. A Local Broker Council may expend the funds derived from franchisee dues and assessments (and any funds we transfer to the Council from the Local Marketing Fund, as defined and provided by Section 9.03 below) for any or all of the following purposes: (i) development of advertising ideas and concepts; (ii) development of market research and merchandising programs; (iii) preparation of advertising campaigns; (iv) development of promotional ideas and strategies; (v) preparation of collateral creative materials; (vi) preparation of advertisements; (vii) placing and paying for Local Broker Council marketing and advertising; (viii) planning, negotiating, contracting and trafficking all media programs; (viii) employing advertising agencies to assist in the above activities and securing other technical and professional advice in connection with the above; (x) other public relations; (xi) sales rallies, awards banquets, special promotions and other such marketing and promotional activities; (xii) reimbursement of reasonable travel and lodging costs of the Council's elected or appointed representative to any Regional Advisory Councils; and (xiii) administration of the Local Broker Council, including legal and accounting services. It will not be a requirement that expenditures made by a Local Broker Council be proportionate to your contributions or those of any other franchisee.

4. A representative of ours must attend all meetings of any Local Broker Council and of any subgroup of its members. We will not have a vote in any such meetings, but we will have the right to veto any Council action.

5. Your failure to make required payments of dues or assessments to your Local Broker Council(s) will be a material breach of this Agreement which, unless you cure the breach as provided in Section 17.03, may result in this Agreement being terminated immediately.

B. Other Councils

1. In addition to Local Broker Councils, we may establish Regional Advisory Councils of franchisee representatives in each Local Broker Council or other regional area we determine. Additionally, we may establish a National or International Advisory Council of franchisee representatives within boundaries or other groups we establish. Each Regional Advisory Council, National Advisory Council or International Advisory Council will operate in accordance with policies and procedures we establish and specify in the Operations Manual or otherwise. Actions of the Regional, National or International Councils are advisory only and will not be binding upon us or individual franchisees.

2. Regional, National and International Councils will be composed of Weichert franchisees elected or appointed on a representative basis by members of Local Broker Councils and/or Regional Advisory Councils, or by us. Representatives to Regional, National and International Councils will have voting power in proportion to the number of Weichert franchisees in the area or region they represent. A representative of ours must attend all meetings of any franchisee council and of any subgroup of its members. We will not have a vote in any franchisee council, but we will have the right to veto any council action.

7.10 World Wide Web

A. We, either ourselves or through a designee, have the right to post your real estate listings and other information about your Office and/or sales associates on internet Web Site(s) and intranet Web Site(s) maintained by us or one of our designees, without restriction. You will have the right, but not the obligation, to maintain a separate and distinct World Wide Web site(s) in connection with the Franchised Business, subject to the requirements of subsection (B).

B. You agree to comply with the following requirements, and any and all applicable requirements set forth by us in the Operations Manual or otherwise, in connection with the Web site(s) you develop and maintain in connection with the Franchised Business:

1. You understand and agree that all information gathered by use of your Web site(s) (including, without limitation, client lists) will be our property. You must obtain our prior written approval for each Internet domain name and/or home page address. You understand and agree that we will be, and at all times remain, the sole owner of the domain name for the Web site(s) you maintain in connection with the Franchised Business. You agree to arrange for the centralized registration of the domain name for each such Web site in our name. We may furnish you with materials for your Web site, which you must adapt, localize and utilize, but we will be and at all times remain the sole owner of the copyrights for all material which appears on your Web site (see below).

2. The requirement for our prior approval set forth in this Section 7.10 will apply to all activities on the Internet or other computer communications network to be engaged in by you, except that you may maintain one or more e-mail addresses and may conduct e-mail communications without our prior written approval. You may not use any of the Proprietary Marks (in whole or in part) as part of your e-mail address without our prior written approval, which we may withhold for any or no reason. Any e-mail address which we permit you to use that contains any of the Proprietary Marks (in whole or in part) will be our intellectual property, and will be deemed assigned to us by virtue of your use.

3. You have provided us with a list of active Web site domain names and e-mail addresses (identified on Exhibit A) which you represent that you have continuously utilized preceding your execution of this Agreement in promoting your Office and real estate business. Upon the expiration or termination for any reason of this Agreement, you may retain ownership and use of the domain names and email addresses identified on Exhibit A, so long as you remove (and refrain from adding) our Proprietary Marks, references to your Weichert Office and your previous affiliation as a Weichert franchisee. Upon the expiration or termination for any reason of this Agreement, you agree to irrevocably assign and transfer to us (or to another franchisee or other designee of ours) any and all interests you

may have in any and all Web site domain names and e-mail addresses not identified on Exhibit A to this Agreement that you maintain in connection with the Franchised Business. You agree to execute any documents and perform any other actions required by us to effectuate such assignment and transfer and otherwise ensure that all rights in these Web sites and e-mail addresses revert to us (or to another franchisee or other designee of ours). Following the expiration or termination of this Agreement, you may not establish any Web site using any similar or confusing domain names and/or e-mail addresses, you may not identify yourself on any Web site as a former franchisee of ours, and you may not use the Proprietary Marks or any colorable imitation of any of them in any metatag.

4. All material and information which appears on any Web sites you maintain in connection with the Franchised Business will constitute "Confidential Information" as defined in Article 11 of this Agreement.

C. You agree to participate in all marketing programs through third party Web sites that we consider in the best interests of, and designate as applicable to, all Weichert franchisees. In connection with each such program, you agree to pay your share of any participation fees to us, our Affiliate or the third party provider (as we designate). We or our Affiliates will also have the right to charge you reasonable administration fees in connection with such programs.

D. If permitted under law and/or the rules of the applicable Multiple Listing Services, you will provide us access to the Multiple Listing Services in which you are a member. You will cooperate with us and sign any documents required to provide us access to the listings in the Multiple Listing Service and to display information as a direct electronic feed on internet Web Site(s) and intranet Web Site(s) maintained by us or one of our designees.

E. You must comply with any social media policies as we include from time to time in the Manual.

7.11 Client Service Requirements. You agree to comply with all client service requirements with and all procedures and standards for client service that we set forth in our Operations Manual.

7.12 Maintenance and Repair. At all times throughout the term of this Agreement, you agree, at your own expense, to maintain the interior and exterior of your Offices and all equipment, furniture, decorating, signs and appurtenances in or at the Offices, in the highest degree of cleanliness, maintenance, condition and repair, both as required by the Operations Manual and as may otherwise be desirable or necessary.

7.13 Sales, Barter and Exchange. You may not, without our prior written consent, offer or sell any products, services or programs, or sell, dispense, give away or provide any merchandise bearing the Proprietary Marks, except by means of retail sales transacted through the Franchised Business. You may only engage in barter and exchange transactions if you report each transaction to us as provided in Sections 4.05 and 4.07 above.

7.14 Hours of Operation. You agree to continuously operate the Business on the days and during the minimum hours that we may from time to time specify in our Operations Manual or otherwise. You may establish hours of operation in addition to the required minimum hours.

7.15 Net Worth; Adequate Reserves and Working Capital.

A. You acknowledge that a material consideration for granting the Franchise to you is your representation that you and each of your Owner(s) are financially responsible and have a net worth in tangible assets in excess of $150,000, not including the value of any interest in this Agreement, retirement investment accounts and/or principal residence(s) (the "Minimum Net Worth Requirement"). The term "Owner" means the sole proprietor (in his or her capacity as sole proprietor or each Person (as defined in Article 14 below) who has a direct or indirect equity ownership interest in the Franchise. You agree and warrant that throughout the term of this Agreement the Minimum Net Worth Requirement shall be maintained. If the Minimum Net Worth Requirement is not met at any time, you must procure a guarantor acceptable to us to the extent of the deficiency, which guarantor shall not only guarantee your performance under this Agreement, but also your duties to your clients and to the public.

B. You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the Franchised

Business for at least three (3) months. These reserves may be in the form of cash deposits or lines of credit. If you do not do so, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately on notice to you, with no opportunity to cure.

7.16 Indemnification.

A. You hereby agree that you will, at your sole cost, at all times defend us, our present and future Affiliates, and the present and future corporate affiliates, subsidiaries, successors, assigns and designees of each, and the respective directors, officers, employees, agents, attorneys, shareholders, designees, contractors and representatives of each (we and all others referenced above, the "Indemnitees"), and indemnify and hold harmless us and the other Indemnitees to the fullest extent permitted by law, from all losses and expenses (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether reduced to judgment) or any settlement which actually or allegedly, directly or indirectly arises out of, is based, upon, is a result of or is related to any of the following:

1. Any element of your Business or Office(s);

2. Any claims by your creditors; any personal injury or death suffered by any client, visitor, employee or guest of the Franchised Business or Office(s);

3. Claims of any type or nature advanced by or against you or any of your officers, directors, shareholders, partners, proprietors, management, sales associates, agents, employees, affiliates representatives and contractors (or any third party acting on your behalf or at your direction) by a third party (or, as applicable, against a third party) or between or among themselves;

4. Crimes committed on or near any of the premises, facilities or Office(s) of the Franchised Business;

5. Your operation of the Franchised Business;

6. Claims of liability for products manufactured or services performed by third parties which are offered, sold or utilized by you, your Business or Office(s);

7. Your alleged or actual infringement or violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties;

8. Your alleged or actual violation or breach of any contract, federal, state, local, foreign or other law, regulation, ruling, standard or directive applicable to your Business, whether within or without the Territory, or of any industry standard (including any alleged or actual violation of the Americans with Disabilities Act);

9. Libel, slander or any other form of defamation by you;

10. Your alleged or actual violation or breach of any warranty, representation, agreement or obligation set forth in this Agreement;

11. Any acts, errors, neglects or omissions by you or the Franchised Business, and/or the officers, directors, shareholders, management, sales associates, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you or the Franchised Business (or any third party acting on your behalf or at your direction), whether in connection with the Franchised Business or otherwise, including (without limitation) injury or death suffered or caused by any delivery person or vehicle serving the Franchised Business;

12. All liabilities arising from or related to your offer, sale, delivery and furnishing of services, programs, and/or products as contemplated by this Agreement;

13. Latent or other defects in the Office(s), whether or not discoverable by us or by you;

14. Any service, program or product you provide at, from or related to the operation at the Business or the Office(s) or any other facility of the Business;

15. Any action by any client of yours or visitor to the Office(s) or any other facility of the Business; and,

16. Any damage to the property of you, us, any of our Affiliates, or their, our or your officers, directors, management, agents, sales associates, employees and contractors.

B. Specifically excluded from this indemnity is any liability arising from the gross negligence or intentional willful misconduct of Indemnitees, except to the extent that joint liability is involved, in which case the indemnification provided by this Section 7.16 will extend to any finding of comparative negligence or contributory negligence attributable to you or any of the Indemnitees, as the case may be.

C. For the purpose of this Section 7.16, the term "losses and expenses" includes all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; court costs and expenses; lost profits; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damages to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals, or governmental or quasi-governmental entities (including those of Indemnitees' attorneys and/or experts); and, all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

D. You agree to give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation within three days of your actual or constructive knowledge of it. At your expense and risk, we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, we will seek your advice and counsel and keep you informed with regard to the defense or contemplated settlements. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnitees and to hold us and them harmless.

E. In order to protect persons or property, our reputation or goodwill, or the reputation or goodwill of others, we may, at any time we consider appropriate, offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to do so.

F. All losses and expenses incurred under this Section 7.16 will be chargeable to and paid by you pursuant to your indemnity obligations under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

G. We and the other Indemnitees assume no liability for acts, errors, neglects or omissions of those with whom you may contract, regardless of the purpose. You agree to hold harmless and indemnify us and the other Indemnitees for all losses and expenses which may arise out of any acts, errors, neglects or omissions of these third parties.

H. Under no circumstances will we or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by us or the other Indemnitees from you.

I. The indemnification obligations of this Section 7.16 will survive the expiration or sooner termination of this Agreement.

7.17 Inspection and Operational Audit

A. You agree that we (or any of our authorized agents or representatives) may at any time during normal business hours enter your Office(s) to conduct an inspection and operational audit to determine compliance with this Agreement and with our policies, procedures, programs, standards, specifications and techniques as set forth in our Operations Manual.

B. Following any inspection and operational audit, and subject to the other provisions of this Agreement, you agree, at your own expense, to incorporate into your Weichert Business any corrections

and modifications we require to maintain the standards of quality and uniformity we prescribe, as quickly as is reasonably possible and using all resources at your disposal.

7.18 Forms. You agree to use all paper and electronic forms and formats we specify as part of the Weichert System; to use only the latest version of any form or format we designate as current; and, not to use any unauthorized or obsolete form or format.

7.19 Corporate and Partnership Franchisee Requirements; Records

A. If you are a corporation, limited liability company or any variant (a "corporation"), you must comply with the following requirements (which will also apply to any corporation assignee of yours):

1. Furnish us with your Articles of Incorporation; Bylaws; other governing documents; list of officers, directors and shareholders (including number and percentage of shares held); and any other documents we may reasonably request, and any amendments to them.

2. Confine your activities to the operation of the Franchised Business, and your governing documents provide that your activities are confined exclusively to the operation of the Franchised Business.

3. Maintain stop transfer instructions against the transfer on the records of any equity securities, and not issue any securities on the face of which the following printed legend does not legibly and conspicuously appear:

> "The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with Weichert Real Estate Affiliates, Inc., dated _____. Reference is made to the provisions of this Franchise Agreement and to the Articles and Bylaws of this Corporation. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of Weichert Real Estate Affiliates, Inc."

4. Maintain a current list of all owners of record and all beneficial owners of any class of stock, general or limited partnership interests, membership interests or similar interests in you, and furnish this list to us on request.

5. Your organizational documents may not be modified without our prior written consent. No mortgage, charge, lien, encumbrance, assignment, pledge, transfer or other security interest in respect of any of your shares, capital stock or equity interests may be created in favor of any person(s) or entity(ies) without our prior written consent. No shares of stock of you may be sold or transferred without our prior written consent. You agree to ensure that your Articles of Incorporation or Articles of Association, or any similar, related or pertinent organizational documents, expressly restrict the assignment, conveyance, sale or other transfer of any direct or indirect ownership interest in you, including your voting stock. Any unauthorized sale, transfer, assignment, encumbrance, pledge, mortgage, transfer or hypothecation of your stock without the prior consent of us will give us the right to terminate this Agreement immediately upon notice to you.

B. If you are a partnership or proprietorship, you must comply, except as otherwise approved in writing by us, with the following requirements (which will also apply to any partnership or proprietorship assignee of yours):

1. Furnish to us a copy of your partnership agreement and any other documents which we reasonably request, and any amendments to them.

2. If we request, prepare and furnish to us a list of all your partners and proprietors.

C. If you are a limited partnership, the provisions set forth in subsection (A) above will apply to your corporate general partner.

D. If you are a corporation, partnership, limited partnership or proprietorship, you (and any corporate, partnership, limited partnership or proprietorship assignee) must promptly notify us in writing of

any change in any of the information specified in this Section 7.19 or in any document referred to in this Section.

7.20 Testimonials and Endorsements. You agree to permit us (or any of our authorized agents or representatives) to communicate in any manner with your clients to procure client testimonials and endorsements of the services, programs or products furnished by you, the Weichert System and any related services or products. You agree to cooperate with us in procuring testimonials and endorsements. You agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence of our use.

7.21 Services, Programs, Equipment, Products and Intellectual Property You Develop. You irrevocably and permanently license to us for incorporation in the Weichert System and use by us, our Affiliates and (if we determine) other Weichert franchisees, all of the following if developed by you or on your behalf in conjunction with or related to the Franchised Business: programs, services, products, merchandise, goods and/or equipment used or sold by your Business; your means, manner and style of offering and conducting operations and accomplishing transactions in, at and from your Office; any business products, programs and services developed for the Franchised Business (including, without limitation, any computer software); all intellectual property created for, adopted by or purchased for the Franchised Business; and, all sales, marketing, advertising and promotional programs and campaigns developed by you or on your behalf. You agree that we, our Affiliates and franchisees will not be liable to you in any manner, whether for compensation or otherwise, as a consequence of this license.

7.22 No Statements by You. You agree to make no statements or comments without our prior written approval to any media representative or any other third party (except for persons considering purchasing a Weichert franchise) relating to the contents of this Agreement, to us or to any of our Affiliates. This restriction does not apply to communication with any state or federal regulatory or law enforcement agencies.

7.23 Quality Standards. We may require you to discontinue providing any service or program, or using or selling any service, program or product which, in our opinion, does not conform to the image of quality, ethics, source or other standards or specifications established by us and/or associated with the Proprietary Marks.

7.24 Trade Accounts. You agree to maintain your trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers. If you do not keep your trade accounts current, this will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

7.25 No Conflicting Agreements. During the term of this Agreement, you may not be party to any contract, agreement, mortgage, by-law provision, lease or restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

7.26 Accounting and Bookkeeping System. You may utilize any standard bookkeeping system, or outside accounting services, provided that they conform to Standard Accounting Principles, and follow a general chart of accounts which we will supply to you via computer disk or CD/ROM. You agree to submit all electronic or other bookkeeping reports that we prescribe in our Operations Manual. You will be solely responsible for performing all bookkeeping, recordkeeping and accounting duties prescribed under this Agreement or in the Operations Manual and for bearing the costs of these activities.

7.27 Variance of Standards and Terms

A. You acknowledge that because complete and detailed uniformity under many varying conditions may not be possible or practical, we reserve the right, as we may consider in the best interests of all concerned, to vary standards for any System franchisee based on the peculiarities of the particular Territory or circumstance, density of population, business potential, population of trade area, existing business practices or any other condition which we consider important to the successful operation of the franchisee's business. You will have no right to require us to disclose any variation to you or to grant you the same or a similar variation under this Agreement.

B. You further agree that we will have the right to grant franchises using the Weichert System and the Proprietary Marks under terms that may differ materially from the terms of this Agreement, so long as the different provisions are due to the franchise being granted at materially different times or other non-arbitrary distinctions. For this reason, our obligations and rights with respect to our various Weichert franchisees may from time to time differ materially from the terms of this Agreement, without in any way altering or affecting the provisions of this Agreement. You will have no right to require us to disclose any variation to you or to grant you the same or a similar variation under this Agreement.

8. INSURANCE

8.01 Required Insurance Coverage. We impose and prescribe minimum standards and limits for certain types of required insurance coverage, in our Operations Manual or by other written notice to you. You agree that we may modify the required minimum limits of insurance coverage from time to time by written notice to you, through Supplements to the Operations Manual or otherwise. Upon delivery or attempted delivery of this written notice, you agree to immediately purchase insurance conforming to the newly established standards and limits we prescribe. You agree to furnish a Certificate of Insurance to us for the required insurance policies listed below within thirty days of the execution date of this Agreement. We may at any time require you to forward to us full copies of all insurance policies.

A. Within ten days following our execution of this Agreement, you, as the franchisee, agree to purchase at your own expense, and maintain in effect at all times during the term of this Agreement, the following categories of insurance coverage in forms and through insurance companies satisfactory to us:

1. Broad form comprehensive general liability insurance and broad form contractual liability insurance satisfactory to us of at least $1,000,000 combined single limit coverage per occurrence. This insurance may not have a deductible or self-insured retention of over $5,000.

2. Professional liability (real estate brokers' errors and omissions) insurance in the amount of at least $1,000,000 per occurrence. You may purchase such insurance on an annual-premium or per transaction basis.

3. Fire and Extended Coverage Insurance on your Office and property in an amount adequate to replace them in case of an insured loss.

4. Business Interruption Insurance in sufficient amounts to cover the rental or mortgage payment of the Offices, previous profit margins (in order that we receive the Continuing Royalty and Marketing Fees which would have been due were it not for the interruption), maintenance of competent personnel and other fixed expenses during the life of the business interruption.

5. Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with minimum limits of liability in the greater of (a) the amount required by all applicable state and federal laws, or (b) $1,000,000 for each person killed or injured, and, subject to that limit for each person, a total minimum liability of $2,000,000 for any number of persons injured or killed in one accident, and a minimum limit of $300,000 for injury, destruction or loss of use of property of third persons as the result of any one accident.

6. Worker's compensation and employer's liability insurance (in statutory amounts), unemployment insurance and state disability insurance (as required by governing law), for your employees.

7. In connection with any construction, refurbishment or remodeling of any of the Offices, builders' and/or contractor's insurance (as applicable) and performance and completion bonds in forms and amounts acceptable to us.

8. Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under Section 7.16 of this Agreement.

B. The insurance coverage that you acquire and maintain, as set forth in subsection (A) of this Section 8.01, must:

1. Name us and the other Indemnitees identified in Section 7.16 as Additional Insureds and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured (except for the insurance coverages provided in subsection 8.01 (A)(6) above).

2. Contain no provision which in any way limits or reduces coverage for you if there is a claim by any one or more of the Indemnitees.

3. Extend to and provide indemnity for all obligations assumed by you under this Agreement and all other items for which you are required to indemnify us under this Agreement.

4. Be primary to and without right of contribution from any other insurance purchased by Indemnitees.

5. Provide, by endorsement, that we are entitled to receive at least 30 days prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend the policy.

C. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend these insurance policies without our written consent.

D. If there is a claim by any one or more of the Indemnitees against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described in this Section 8.01.

8.02 Purchase of Insurance on Your Behalf. If you fail to purchase insurance conforming to the standards and limits we prescribe, we may (but we are not required to) obtain the insurance necessary to meet these standards on your behalf, through agents and insurance companies that we choose. If we do this, then you must pay for this insurance and immediately pay the required premiums, or we will debit the Bank Account to reimburse ourselves for the premiums. Nothing contained in this Agreement will impose any duty or obligation on us to obtain or maintain any specific forms, kinds or amounts of insurance on your behalf.

8.03 No Undertaking or Representation. Nothing in this Agreement may be considered our undertaking or representation that the insurance that you are required to obtain or that we may obtain for you will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the Franchised Business.

8.04 Insurance Renewal; Renewal Certificates of Insurance. You agree to renew all insurance policies and documents, and on renewal, to furnish a renewal Certificate of Insurance to us before the expiration date of the policy in question. We may at any time require you to forward to us full copies of all insurance policies.

8.05 Notice of Claims, Demands and Lawsuits. You agree to notify us of all claims, demands, legal actions or arbitral proceedings asserted or commenced against us, you, the Franchised Business, the Office within three days of your receiving notice of any such claim, demand, legal actions or arbitral proceeding. You also agree to respond to all claims within the time required by law, rule or regulation. In addition, you agree to cooperate with us (or our designee) in every way possible to defend you and us against all claims made by employees, clients or other third parties. You agree to make all appearances we consider necessary at administrative or other hearings to present or reinforce these defenses.

8.06 Failure to Purchase Insurance or to Reimburse Us. If you fail to purchase or maintain any insurance required by this Agreement, or you fail to reimburse us for our purchase of any required insurance on your behalf, your failure will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

9. ADVERTISING

9.01 Advertising Standards

A. For the purpose of this Agreement, the term "advertising" is defined to mean any and all advertising, marketing, identification and promotional materials and programs of any type or nature

whatsoever including (but not limited to) print and broadcast advertisements; outdoor advertising mediums (e.g. billboards, taxi toppers and bus stop signage); direct mail materials; telephone presentations; brochures; client forms, worksheets and solicitation materials; advertising specialties; World Wide Web/Internet pages or other communications by computer network or computer "bulletin boards"; World Wide Web/Internet "banner ads" and other advertising material on the World Wide Web/Internet; stationery; business cards; press releases; signs; posters; displays; leaflets; newspaper and magazine advertisements and inserts; promotional mailouts; general mailings; telephone greetings, messages and voicemail accessible by clients or other third parties; promotional material on videotape, CD-ROM or other electronic media; promotional literature; and, any other material or communication which we denominate as "advertising", in our Manual or otherwise.

B. You may only use advertising which we have either furnished or approved in writing in advance, as provided in Section 9.02. Neither the fact that we furnish the material, approve the material, nor the material itself, will directly or indirectly require us to pay for any advertising, identification or promotion.

C. You agree to conduct all advertising which uses the Proprietary Marks or refers in any way to the Franchised Business in a dignified manner, and in a manner calculated to avoid fraud, deception, misrepresentation and/or embarrassment, shame, ridicule, disparagement or liability of any type or nature whatsoever accruing to us, you, the Franchised Business, the Weichert System, the Office(s) or other Weichert franchisees. You agree to conform all advertising to all applicable laws, rules and regulations and the standards, specifications and requirements specified in writing by us, in our Operations Manual or otherwise.

D. If we learn that you have breached the provisions of this Section 9.01, we will notify you in writing of the facts which we believe have given rise to the breach. If you do not cure the breach within three days following delivery of this notice, then we may terminate or remove any unauthorized advertising at your expense, and will also be entitled to terminate this Agreement unilaterally and immediately upon notice to you.

9.02 Submission of Proposed Advertising. Except for advertising materials, programs and campaigns furnished to you by us, you agree to submit to us for approval, before use or dissemination, copies of all proposed advertising (as broadly defined in Section 9.01 above). If we do not respond within ten business days following our documented receipt of your proposed advertising material, this will constitute approval.

9.03 Administration of the Weichert Marketing Fund. We or our designee will administer the Weichert Marketing Fund as follows:

A. As provided in Section 4.06 above, you agree to pay us a Marketing Fee which, combined with the Marketing Fees paid by all other Weichert franchisees and our contributions, will constitute the Weichert Marketing Fund (or the "Fund"). We will debit your Marketing Fee directly from your Bank Account as provided in Sections 4.06 and 4.07 and as specified in the Manual. On or before the fifteenth business day of each month, we will contribute to the Marketing Fund an amount equal to 5% of the Continuing Royalty payments we have received from our franchisees during the previous month (less any Weichert Incentive Bonuses we have paid, or which have accrued, to you and other franchisees). We are not obligated to contribute to the Fund any portion of the Initial Franchise Fees, Marketing Fees or any payments other than Continuing Royalties that we receive from franchisees.

B. We agree to spend approximately 50% of the Weichert Marketing Fund less reasonable administrative costs, production costs and advertising agency commissions (the "Local Marketing Fund"), on marketing, advertising and promotion within our franchisees' local areas, using programs and media that we select in our sole judgment. These local areas may encompass the Territories of two or more Weichert franchisees. In the alternative, we may, in our sole judgment, transmit some or all of the Local Marketing Fund monies to Local Broker Councils from time to time for expenditure by the Councils on marketing, advertising and promotion within the geographic area embraced by each Council as provided by Section 7.09 above. The remaining portion of the Fund (the "Regional/National Marketing Fund") is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the Weichert System, and that we and our designees undertake no obligation in administering the Regional/National Marketing Fund to make all expenditures equivalent or proportionate to your contributions, to ensure that

any particular franchisee benefits directly or pro rata from the placement of all advertising or to insure that all marketing and advertising impacts or penetrates your Territory. The Fund is not a trust and we are not a fiduciary with respect to the Fund or any portion of the Fund.

C. When 60 franchisees have joined the Weichert System, we will establish a Weichert Marketing Fund Advisory Council, which will initially consist of no fewer than three franchisee representatives and no more than one representative of ours. We reserve the right to vary the composition of the Council at our sole option. The franchisee representatives will be elected by all Weichert franchisees in good standing on the basis of one Office, one vote, provided that no franchisee (or group of commonly-controlled franchisees) may have more than 25% of the vote regardless of the number of Offices owned by the franchisee or group of commonly-controlled franchisees. The functions of the Council will be solely advisory in nature, and we will have sole control and direction of all marketing, advertising and promotional programs, the creative concepts, materials and media used in the programs, and the placement and allocation of advertising.

D. The Regional/National Marketing Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized marketing and advertising (including, without limitation, the cost of preparing and conducting outdoor advertising (e.g. billboards, taxi toppers and bus stop signage), television, radio, magazine, newspaper and World Wide Web/Internet advertising campaigns and other public relations activities) and employing advertising agencies to assist in these activities, including fees to have outdoor advertising (e.g. billboards, taxi toppers and bus stop signage), print, broadcast and/or World Wide Web/Internet advertising placed by an agency and all other advertising agency fees. We may use advertising agencies affiliated with us in this regard. We will maintain the sums paid by franchisees to the Fund or income earned from the Fund in a separate account (except for any Local Marketing Fees we may transmit to Local Broker Councils as provided above), and we may not use these amounts for any purposes other than those provided for in this Agreement. We may, however, expend up to 15% of the annual expenditures of the Fund (including both the Regional/National Marketing Fund and franchisee Local Marketing Fees) for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including, without limitation, conducting market research; preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing and maintaining, and paying third parties for, the preparation and maintenance of World Wide Web pages and sites; other activities related to advertising and promotion via the Internet and/or other public computer networks; and, collecting and accounting for assessments for the Fund and preparing audits of the Fund. This charge of up to 15% is exclusive of any advertising agency fees which the Fund must expend to secure the services of an advertising agency or to have print or broadcast advertising placed by an agency. Within 120 days following the close of each fiscal year, we agree to prepare an audited statement detailing Fund income and expenses for the fiscal year just ended. We will distribute the audit to you upon request.

E. We expect to expend most contributions to the Fund for advertising purposes during the fiscal year when the contributions are made. If we expend less than the total sum available in the Fund during any fiscal year, we may either expend the unused sum during the following fiscal year or rebate all or a portion of the unused sum to franchisees on a pro rata basis for expenditure on local advertising (as specified in our Manual). We may cause the Fund to invest any surplus for future use by the Fund. If we expend an amount greater than the amount available in the Fund in any fiscal year (in addition to any sum required to be expended because we did not expend all the sums in the Fund during the preceding year), we will be entitled to reimburse ourselves from the Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year. The Fund may borrow from us or other lenders to cover deficits of the Fund.

F. In making expenditures from the Regional/National Marketing Fund, we reserve the right to use any media, create any programs and allocate advertising funds to any regions or localities as we consider appropriate.

G. Although the Fund is intended to be of perpetual duration, we maintain the right to terminate the Fund and if we do so, then our obligation to contribute a percentage of Continuing Royalty payments for

marketing purposes as provided by subsection (A) above will also terminate. We will not terminate the Fund, however, until we have expended all money in the Fund for advertising and promotional purposes.

H. No Weichert Office which we or our Affiliates own or operate will be required to participate in or contribute to the Weichert Marketing Fund or to any Local Broker Council. However, such Offices may determine, in their sole judgment, to participate in a regional or joint franchise advertisement or advertising program setting forth the names, addresses and/or telephone numbers of individual Weichert Offices, including those owned and operated by us or our Affiliates, or in other newspaper print programs which have a greater geographic base. If we or our Affiliate decide to participate in any joint or regional advertising of this type, then we or our Affiliate will contribute our (or its) proportionate share of the cost of the advertisement.

9.04 Third-Party Web sites. You agree to participate in all marketing programs through third party Web sites (such as Realtor.com) that we consider in the best interests of, and designate as applicable to, all Weichert franchisees. In connection with each such program, you agree to pay your share of any participation fees to us, our Affiliate or the third party provider (as we designate). We or our Affiliates will also have the right to charge you reasonable administration fees in connection with such programs.

10. RECORDS, AUDITS AND REPORTING REQUIREMENTS

10.01 Financial Statements

A. No later than ninety days following the end of each of your fiscal years during the term of this Agreement, you agree to furnish to us, in a form we approve, a statement of the Franchised Business's profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, prepared on a compilation basis and certified to be true and correct by you. We reserve the right to require these annual financial statements to be audited by an independent certified public accountant.

B. The financial statements required above must be prepared in accordance with generally accepted accounting principles, including all disclosures required under those principles.

C. You authorize us to incorporate in our franchise disclosure document and/or promotional literature information derived from the above financial statements.

10.02 Records and Audit

A. You agree to record all revenues received by you or the Franchised Business and all expenditures. You further agree to keep and maintain adequate records of these revenues and expenditures, and to maintain and preserve accurate books, records and tax returns, including related supporting material (such as cash receipts, and credit and charge records) for the Franchised Business for at least three years. We may specify, in our Operations Manual or otherwise, the forms (electronic and/or otherwise) that you will be required to use in recording the revenues and expenditures of the Franchised Business.

B. We and/or our agents, designees and/or employees will have the right, at any time, with or without written notice, during normal business hours, to enter your Office and any other premises from which the Business is conducted to inspect, audit and make copies of all records including, but not limited to, the following: books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; sales and income tax returns (federal, state, foreign and, if applicable, city); and, your files relating to services, programs and products sold, business transacted and expenditures relating to the Business. These files must include (without limitation) your operating records; bookkeeping and accounting records; client lists; listings; commission records; sales records; lists of sales agents; operating records; operating reports; correspondence; general business records; your copy of the Operations Manual (as amended); invoices; payroll records; journals; ledgers and your files; memoranda and other correspondence; contracts and all sources and supporting records used to prepare reports and forms which you are required to submit to us under this Agreement, including the books or records of any corporation, partnership or proprietorship which owns the Franchised Business. You agree to make any of these materials available for examination at your premises.

C. If we cause an audit to be made for any period and the audit reveals that you understated the Gross Revenues in your Operations Reports to us by any amount, then you agree to immediately pay us the additional amount payable as shown by the audit, plus interest at the highest rate permitted by law. If applicable law provides no maximum rate of interest, interest will be calculated at 4% above the prime rate of interest as published in The Wall Street Journal on or nearest to the date of the audit (or, if The Wall Street Journal is not published on the date of the audit, at the prime rate published by The New York Times on that date, and if neither is published, the prime rate charged by Citibank, N.A. in New York City on that date).

D. If an audit reveals that you understated the Gross Revenues on your Operations Reports to us by 2% or more for the entire period of examination, when compared to your actual Gross Revenues, then in addition to paying the additional amounts due and interest as calculated above, you agree to immediately pay us the full cost of the audit for the entire period of examination including, without limitation, the charges of any attorneys and independent accountants; all travel expenses, room and board; and, compensation of our employees and designated agents who participated in the audit. We may also impose audit costs on you if you fail to cooperate during an audit.

E. If an audit reveals an understatement by you of 8% or more for the entire period of examination, then in addition to paying the additional amounts due, interest as calculated above and the full cost of the audit for the entire period of examination (including, without limitation, the audit-related charges, expenses and compensation described in the preceding paragraph), your understatement will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure. We may also impose audit costs on you if you fail to cooperate during an audit.

F. You agree to pay us an administrative fee of $500 if, for any reason, with or without notice, you cancel or reschedule an audit.

11. CONFIDENTIAL INFORMATION

11.01 Restriction on Use of Confidential Information

A. You agree to use and permit the use of our Confidential Information (as defined below) solely in connection with the operation of the Franchised Business. You further agree that you will never – during the Term of this Agreement, or at any time after this Agreement expires or terminate, or your rights of under this Agreement are assigned – divulge or use any Confidential Information for the benefit of any other person, corporation, partnership, proprietorship, association, or other entity, nor will you directly or indirectly permit the disclosure of, imitate or aid any such third party to imitate any of the Confidential Information.

B. "Confidential Information" is defined as knowledge, trade secrets or know-how concerning your or our systems of operation, programs, services, products, clients or practices. Confidential Information includes (without limitation) all information, knowledge, know-how, techniques and information which we, our Affiliates, or their officers, contractors, employees and/or designees, designate as confidential. Confidential Information will not, however, include information which you can demonstrate came to your attention before we disclosed it to you (unless illegally or improperly procured by you before our disclosure) or which, at or after the time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of yours.

C. You understand that, as of the date of execution of this Agreement, Confidential Information includes the following (without limitation): the Weichert System and all Services, Ancillary Services, Ancillary Products, programs, products, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are part of the Weichert System; our Operations Manual; Supplements and amendments to the Operations Manual; all procedures, systems, techniques and activities employed by us or by you in the course of offering, selling and furnishing Services, Ancillary Services, programs and products from or at the franchised Offices and Business; all commission and/or pricing paradigms established by us or by you; all of our and/or your sources (or prospective sources) of supply, and all information pertaining to same (including, without limitation, wholesale pricing structures); specifications for

Office design, decor, equipment, signage and appurtenance; the computer and hardware and software utilized by us and you; all information pertaining to our and/or your advertising, marketing, promotion and merchandising campaigns, philosophies, materials, specifications and procedures; our and your computer network Web sites, and all information posted on or received at the Web sites; all our instructional materials; quality assurance programs; supervision systems; recommended services; recordkeeping, bookkeeping and accounting systems and materials; revenue reports; activity schedules; job descriptions; records pertaining to clients; business forms; general operations materials; revenue reports; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the Weichert System; additions to, deletions from, and modifications and variations of the components of the Weichert System or the systems and methods of operations which we employ now or in the future, including all related standards and specifications and the means and manner of offering and selling them; and, all other components, specifications, standards, requirements and duties which we or our Affiliates impose.

D. Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing the Confidential Information in whole or in part; store it in a computer, data base or other electronic format; or, otherwise make it available to any third party by sale, transfer, assignment or any other means whatsoever. Upon the expiration or termination of this Agreement, you agree to return to us (or, upon our request, destroy and certify such destruction to us) all Confidential Information, including all materials, books, records, manuals, computer data bases, software and manuals considered confidential under this Agreement which are then in your possession.

E. You and your officers, directors, shareholders, management, Business Manager(s), sales associates and employees may only use and divulge such Confidential Information as is necessary to operate the Franchised Business, and then only on a "need to know" basis, to those of your officers, directors, shareholders, sales associates, employees, management personnel, agents or independent contractors who need access to it for this purpose. You agree to take all necessary precautions to ensure that these individuals and all individuals listed in Section 12.04 retain the Confidential Information in confidence and comply with the restrictions of this Section 11.01. Your agreement to procure execution of our Confidentiality/Non-Competition Agreement (Exhibit C to this Agreement) from certain of these individuals is set forth in Section 12.04 below.

12. COVENANTS NOT TO COMPETE

12.01 In-Term Covenant Not to Compete

A. You agree that during the Term of this Agreement, you will not, without our prior written permission, directly or indirectly engage in any other real estate business or any business which engages in any of the activities which this Agreement contemplates that you will engage in; or which offers or sells any other service, program, product or component which now or in the future is part of the Weichert System, or any confusingly similar service, program or product (a “Competitive Business”).

B. You are prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant. In addition, you agree not to divert any business that should be handled by the Franchised Business to any other person or entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor.

C. Nothing in this Section 12.01 will prevent you from owning for investment purposes up to an aggregate of 5% of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as you do not control the company in question.

D. Furthermore, nothing in this Section 12.01 will prevent you from participating in real estate industry groups or organizations; provided, however, that you agree not to disclose any of the Confidential Information in the course of such participation.

E. [Intentionally Omitted].

F. It is the intention of these provisions that any person or entity with any legal or beneficial interest in or traceable to, down or through you be bound by the provisions of this covenant.

G. If you are a corporation or limited liability company, you agree to confine your activities solely to the operation of the Business and further agree to cause (as applicable) your shareholders (or, if a publicly traded corporation, shareholders owning 5% or more of the issued and outstanding stock of the franchisee corporation), members, managers, directors and officers, and your Business Managers, Office Managers and other management employees, to refrain from any of the competitive activities described above in any manner which you reasonably request. If you are a partnership or proprietorship, you agree to confine your activities solely to the operation of the Business and further agree to cause each general partner, proprietor or other beneficial owner and the above-referenced managers and employees to refrain from any of the competitive activities described above in any manner which we reasonably request. If you are a limited partnership, you agree to confine your activities solely to the operation of the Business and further agree to cause your general partner and the shareholders, officers, directors, members and management employees of your general partner, and all Business Managers, Office Managers and other management employees, to refrain from any of the competitive activities described above in any manner which we reasonably request. Your agreement to procure execution of our Confidentiality/Non-Competition Agreement is set forth in Section 12.04 below.

12.02 Lesser Included Covenants Enforceable At Law. If all or any portion of the covenants not to compete set forth in this Article 12 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You expressly agree to be bound by any lesser covenant subsumed within the terms of this Article 12 as if the resulting covenants were separately stated in and made a part of this Agreement.

12.03 Enforcement of Covenants Not To Compete. You acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you expressly agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.

12.04 Procurement of Additional Covenants. You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit C), from all of the following persons: (i) your Responsible Broker(s), at the same time as the execution of this Agreement (or at such later time as they assume such status); (ii) before employment or any promotion, all your Business Managers and Office Managers, any personnel you employ who have received or will receive training from us or from you, and all your other employees; (iii) if you are a corporation or limited liability company, all your officers, directors, shareholders and members and those of any corporation or limited liability company directly or indirectly controlling you, at the same time as the execution of this Agreement (or at such later time as they assume such status); (iv) if you are a partnership, all partners, at the same time as the execution of this Agreement (or at such later time as they assume such status); (v) all owners of a proprietorship interest in you, at the same time as the execution of this Agreement (or at such later time as they assume such status); and, (vi) all of the persons enumerated in the covenants not to compete set forth in this Agreement as intended to be embraced by them. You agree to furnish us with copies of all executed Confidentiality/Non-Competition Agreements upon our request.

12.05 Your Enforcement of Confidentiality/Non-Competition Agreements. You agree to vigorously and vigilantly prosecute breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in Section 12.04, and you acknowledge our right, to be exercised in our sole

judgment, to ourselves enforce the terms of each such executed Confidentiality/Non-Competition Agreement, including, without limitation, our right to bring civil actions to enforce its terms. You agree to prosecute such actions to the fullest extent permitted by law. Moreover, if provisions of our Confidentiality/Non-Competition Agreement have been breached by an individual employed, engaged or otherwise serving the Franchised Business, but who has not executed a Confidentiality/Non-Competition Agreement, you must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law.

13. RENEWAL RIGHTS

13.01 Non-Renewability of Agreement.

A. **NEITHER PARTY HAS RENEWAL RIGHTS**. You acknowledge and agree that this Franchise Agreement confers upon you absolutely no right of renewal following the expiration of the Term of this Agreement. We may, in our sole and unilateral judgment, determine to offer to enter into a new franchise agreement as provided in this Sections 13.01.

B. If we determine, in our sole and exclusive judgment, to offer to enter into a new franchise agreement with you and you accept such offer, you must execute our then-current form of franchise agreement (the "Successor Franchise Agreement"), which Agreement shall supersede in all respects this Agreement. The terms of the Successor Agreement may differ materially from the terms of this Franchise Agreement. If we offer you a Successor Franchise Agreement, we may require you to sign a General Release (Exhibit E).

C. The tender of payments or acceptance of your payments after expiration or termination of this Agreement shall neither prejudice our rights to enforce the expiration or termination of your obligations upon expiration or termination, nor create any additional rights in your favor under this Agreement.

13.02 Notice of Expiration. If applicable law requires us to give notice of expiration to you at a specified time before the expiration of the Term of this Agreement, and we have not done so, then the term of this Agreement will be extended on a month-to-month basis until we have given you the required notice of expiration and the required period before the expiration of the Agreement becomes effective has expired.

14. ASSIGNMENT; RIGHT OF FIRST REFUSAL

14.01 Assignment By Us or Our Affiliates

A. We will have the right to assign this Agreement, and all of our rights and privileges under this Agreement, to any person, firm, corporation or other entity, provided that, if the assignment results in the performance by the assignee of our functions under this Agreement: (i) the assignee must, at the time of the assignment, be financially responsible and economically capable of performing our obligations under this Agreement, and (ii) the assignee must expressly assume and agree to perform these obligations.

1. You agree and affirm that we may sell our company, our assets, our Proprietary Marks and/or our system to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. You understand that we will not be liable for any claims, demands or damages arising from or related to the loss of our name, Proprietary Marks (or any variation thereof) and System and/or the loss of association with or identification of "Weichert Real Estate Affiliates, Inc." as the “Franchisor” under this Agreement. You specifically waive all other claims, demands or damages arising from or related the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

2. If we assign our rights in this Agreement, nothing in this Agreement requires us to remain in the Weichert Business or to offer or sell any services or products to you.

B. You agree and affirm that any one or more of our Affiliates may sell its or their company(‘s), assets, Offices, Proprietary Marks and/or system to a third party; may go public; may engage in a private placement of some or all of its or their securities; may merge, acquire other corporations, or be acquired by

another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you understand that we will not be liable for any claims, demands or damages arising from or related to the loss of association or identification with said Affiliate(s) and its or their Offices, name(s), Proprietary Marks (or any variation thereof) and system(s). You specifically waive all other claims, demands or damages arising from or related the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing. If any of our Affiliates engages in any of the above sales, assignments and dispositions, nothing in this Agreement requires the Affiliate(s) to offer or sell any Ancillary Services or Products to or through you, or any other services or products to you.

14.02 Assignment By You – General

A. With respect to your obligations under this Agreement, this Franchise Agreement is personal, since we have entered into this Agreement in reliance on and in consideration of your singular personal skill and qualifications (or, if “Franchisee” is a business entity, the personal skill and qualifications of your owners), and the trust and confidentiality that we placed in you (or your owners, if “Franchisee” is an entity). Therefore, except as provided below, neither your interest in this Franchise Agreement, your rights, privileges or obligations under this Agreement, the Franchised Business, nor any interest in the Franchised Business or an entity Franchisee, may be assigned, sold, transferred, shared, reconsidered, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without first obtaining our written consent in accordance with this Article 14 and without first complying with our right of first refusal pursuant to Section 14.06 below. We may withhold our consent to any assignment for any reason or no reason, or impose any condition upon the assignment which we determine to be necessary in our sole judgment.

B. This Agreement is your personal obligation. None of your rights to use the Weichert System, Proprietary Marks, Confidential Information and Operations Manual are transferable except in strict compliance with the terms of this Agreement. Any actual or attempted assignment, transfer or sale of this Agreement, the Franchised Business, the Office, you yourself (if an entity) or of any interest in any of these, in violation of the terms of this Article 14 will be null, void and of no effect, and will be a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

C. "Assignment" for the purposes of this Agreement includes (without limitation):

1. The transfer, issuance or redemption in the aggregate of more than 25% of the capital stock or voting power of any corporate or limited liability company franchisee (or any lesser percentage sufficient to control the corporate or limited liability company franchisee, as the term "control" is most broadly defined by any United States securities and/or corporate law), as originally constituted on the date of execution of this Agreement, to any person or entity who is not (i) already your shareholder or member (a "Shareholder"), (ii) the spouse of any Shareholder, (iii) a trust controlled by a Shareholder whose trustee is a Shareholder or (iv) a corporation, limited liability company, partnership, limited liability partnership or proprietorship controlled and composed solely of Shareholders;

2. The transfer, issuance or redemption in the aggregate of more than 25% of a partnership or proprietorship interest (or any lesser percentage sufficient to control the partnership or proprietorship franchisee or the Franchised Business, as the term "control" is most broadly defined by any United States securities and/or corporate and/or partnership law), as originally constituted on the date of execution of this Agreement, in a franchisee that does business as a partnership or proprietorship, to any person or entity who is not (i) already your partner or proprietor (a "Partner or Proprietor"), (ii) the spouse of any Partner or Proprietor, (iii) a trust controlled by a Partner or Proprietor whose trustee is Partner or Proprietor; or, (iv) a corporation or partnership controlled and composed solely of Partners or Proprietors.

3. The transfer, issuance or redemption in the aggregate of more than 25% of the capital stock or voting power of any general partner of a limited partnership, as originally constituted on the date of execution of this Agreement, (or any lesser percentage sufficient to control the partnership franchisee

or the Franchised Business, as the term "control" is most broadly defined by any United States securities and/or corporate and/or partnership law), in a franchisee that does business as a limited partnership, to any person or entity who is not (i) already a Shareholder of the franchisee's general partner (a "General Partner Shareholder"), (ii) the spouse of any General Partner Shareholder, (iii) a trust controlled by a General Partner Shareholder whose trustee is a General Partner Shareholder, or, (iv) a corporation or partnership controlled and composed solely of General Partner Shareholders.

D. You agree to immediately report to us all transfers of ownership in a corporate, partnership, general partnership or proprietorship franchisee, even if less than 25%, in accordance with the procedures set forth in our Operations Manual or otherwise.

E. Except as provided in Section 14.03B, if you assign any of your interest in this Agreement, or of the ownership rights in the Franchisee and/or Franchised Business, you agree to pay us a transfer fee of $7,500 and pay all of our costs, including our costs and fees if we and/or our Affiliates finance (in whole or in part) the assignment of your franchise to a third party.

14.03 Assignment By You – To A Corporation You Form

A. If you would like to transfer your interest in this Franchise Agreement to a corporation you form solely for the convenience of corporate ownership, you must obtain our prior written consent. We will not unreasonably withhold consent if all the following conditions are met:

1. The corporation must be newly organized and duly incorporated, and its activities must be confined to acting exclusively as a Weichert franchisee.

2. You must be the sole owner of all the stock of the corporation and its principal officer (or the sole owner of 75% or more of all stock of the corporation, with the remaining stockholders being your spouse and/or adult children).

3. If the franchisee consists of more than one individual, each individual must have the right to the same proportionate ownership interest in the corporation as he or she had in the Franchised Business before the transfer.

4. You and the corporation must execute an agreement with us under which you and the corporation agree to be jointly and severally liable for all the obligations to us under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future shareholder of the corporation must agree in writing to personally guarantee the performance by the corporation of your obligations under this Agreement, and to be individually bound by all the terms and conditions of this Franchise Agreement and any other agreements between you and us, in the form of Exhibit D to this Agreement. The corporation must sign the Power of Attorney (Exhibit G).

5. Each present and future shareholder of the corporation must execute our Confidentiality-Non-Competition Agreement in the form of Exhibit C to this Agreement.

6. The name of the corporation formed by you may not include the Proprietary Mark "WEICHERT", any variant of "WEICHERT" or any words confusingly similar to "WEICHERT."

7. All stock certificates of the corporation must be endorsed with the following legend, conspicuously placed:

> "The transfer of this stock is subject to the terms and conditions of a Franchise Agreement dated [date of this Agreement] between Weichert Real Estate Affiliates, Inc. and [Name of Franchisee]. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of Weichert Real Estate Affiliates, Inc."

8. The Articles of Incorporation, Bylaws and other organizational documents of the corporation must state that the issuance and transfer of any interest in the corporation are restricted by the terms of the Franchise Agreement.

B. Any transfer pursuant to this Section 14.03 will not be subject to our rights of first refusal under Section 14.06 below. Transfers pursuant to this Section 14.03 will not require payment of the fee required by Section 14.02E), so long as (i) you assign the franchise to a corporation that you form; (ii) the assignment is completed within 12 months from the date of your Franchise Agreement; and, (iii) you continue to maintain 100% ownership and control of the franchisee entity after the assignment; and, (iv) you agree to pay us a fee of $750 for our legal and administrative expenses in connection with the assignment.

14.04 Assignment By You – Sale To Third Party

A. You may not sell or otherwise assign or transfer the franchise conveyed by this Agreement, the Franchised Business, the Offices, or any interest in any of these, without our prior written consent. If we do not elect to exercise our right of first refusal (as provided in Section 14.06 below), then we will not unreasonably withhold consent to the assignment and sale. You agree that it will not be unreasonable for us to impose, among other requirements, the following conditions to consenting to the assignment and sale:

1. That you comply with the right of first refusal provisions of Section 14.06 of this Agreement.

2. That the proposed assignee applies to us for acceptance as a franchisee, and furnishes to us the information and references that we request to determine the proposed assignee's skills, qualifications, financial condition, background and history, reputation, economic resources and ability to assume your duties and obligations under this Agreement and any related agreement.

3. That the proposed assignee (or, if an entity, the principals of the proposed assignee) presents himself for a personal interview at our corporate office, or any other location we designate, at the date and time we reasonably request, without expense to us.

4. That the assignee (or the principal officers, shareholders or directors of a corporate assignee, or if any other entity, the principals of the assignee entity) demonstrates that he has the skills, qualifications, ethics, moral values and economic resources necessary, in our reasonable judgment, to conduct the Business contemplated by this Agreement, and to fulfill your obligations to the assignor.

5. That if this Agreement is being assigned, or the Franchised Business is being sold, we will have the right to require that the proposed assignee demonstrate a real estate brokerage sales record to us which is approximately as good as that of the assignor.

6. That the proposed assignee (if an individual) and the Assignee’s proposed Business Manager have attended and successfully completed our Weichert Leadership Academy Initial Training Program before the assignment at the assignee's expense, which will include a training fee and the cost of the trainee's transportation to the training, lodging, food and other living expenses.

7. If you operate more than one Office under this Agreement, then you must assign or transfer all your Offices to the same assignee/transferee together with this Agreement, unless we give our specific prior written consent.

8. That the lessor(s) or sublessor(s) of the Office Location(s) consents in writing to the assignment of your lease(s) to the proposed assignee.

9. That as of the date of the assignment, the assignor has cured any existing defaults under any provisions of this Agreement and any other agreement or arrangement with us or our Affiliates, and has fully satisfied all of your accrued monetary and other obligations to us and our Affiliates under this Agreement and any other agreement or arrangement with us or our Affiliates.

10. That if this Agreement is being assigned, or the Franchised Business is being sold, the assignee executes our then current form franchise agreement. In addition, the assignee’s Territory under the new franchise agreement will remain the same, unless, in our sole judgment, we determine that the assignee should be granted a more limited Territory we then offer to prospective franchisees who are similarly situated. The execution of the new franchise agreement will terminate this Agreement, except for your guarantees and the post-termination and post-expiration provisions under this Agreement.

11. That the Total Sales Price is not so excessive, in our sole determination, that it jeopardizes the continued economic viability and future operations of the Franchised Business and/or the assignee. "Total Sales Price" means all consideration of every kind paid or payable to you or any other person, in connection with, arising out of or relating to the assignment or transfer of the franchise, the Franchise Agreement or the Franchised Business, whether money, property or other thing or service of value including (but not limited to) consideration received for your Business; rights under this Agreement; contracts; goodwill; restrictive covenants; equipment; furniture; accounts receivable; any consulting salary; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to the assignor or any other person in the future (including the highest possible value of any contingent future consideration).

12. If the proposed assignee is purchasing part or all of an interest in a corporate or partnership franchisee, then the proposed assignee must execute a Confidentiality/Non-Competition Agreement in the form of Exhibit C to this Agreement and a Guarantee in the form of Exhibit D to this Agreement.

13. That the assignor (and all shareholders of a corporate assignor, and all partners of a partnership assignor, all proprietors of a proprietorship assignor and all shareholders of the general partner of a limited partnership assignor) executes a General Release in the form of Exhibit F to this Agreement, of any and all claims, demands and causes of action which you and your partners, proprietors, directors, officers, shareholders, executors, administrators and assigns (as the case may be) may or might have against us and our Affiliates, and their respective officers, directors, shareholders, agents, attorneys, contractors and employees in their corporate and individual capacities including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

14. That the assignor pays the administrative fee set forth in Section 14.02(E) (we may in our sole judgment waive this fee in the case of assignment due to death or permanent disability, transfer to immediate family members or transfer of less than 50% of the stock or membership interests as applicable in a corporate or limited liability company franchisee owned and controlled by immediate family members); if we waive this fee, the assignor must pay us a fee of $750 for our legal and administrative expenses in connection with the assignment).

15. That if the assignee is a corporation, partnership, limited partnership or proprietorship, all of the applicable requirements set forth under Sections 7.19, 12.04, 12.05, 14.03, 14.04, and 14.05 of this Agreement are complied with, including the execution of Confidentiality/Non-Competitions Agreements in the form of Exhibit C to this Agreement by those persons required to sign by Section 12.04 and the procurement of guarantees executed by shareholders of the assignee in the form of Exhibit D to this Agreement.

16. That the assignor furnishes us with a copy of the proposed contract of assignment (and any related agreements) and, promptly following execution, a copy of the executed contract of assignment (and any related agreements).

17. That the assignee, at its expense, upgrades the Offices to conform to the then-current standards and specifications of the Weichert System, and completes this upgrading within the time reasonably specified by us.

18. That you remain liable for all the obligations to us arising out of or related to this Agreement before the effective date of the transfer or assignment, and execute all instruments reasonably requested by us to evidence this liability.

19. That the assignor and the assignor’s Business Manager, commencing on the effective date of the assignment, refrain, for a period of one year immediately following the termination of this Agreement, from directly or indirectly engaging in any other Competitive Business as defined in Section 12.01 of this Agreement as a proprietor, partner, investor, shareholder, director, member, officer, manager, employee, principal, agent, adviser, or consultant, if the other business is located within the Territory, within 25 miles of the perimeter of the Territory, or within 25 miles of the perimeter of (or within) any Weichert Business Territory (whether Company-owned, franchised or otherwise established and operated).

B. If we consent to the assignment of this franchise, we will also consent to the assignment of your lease agreement(s) with your Office lessor(s) and all other agreements between you and us. If the franchise is assigned, you also agree to assign your lease agreement(s) with the Office lessor(s) and all other agreements between you and us to the same assignee. After the assignment, you will remain liable under all the assigned agreements to the extent they require.

C. You agree to defend at your own cost and to indemnify and hold harmless us and the other Indemnitees (as defined in Section 7.16) from and against any and all losses, costs, expenses (including attorneys' and experts' fees and disbursements), court costs, travel and lodging costs, personnel costs, claims, demands, damages, liabilities, however caused (whether or not the losses, costs, expenses, court costs, travel and lodging costs, personnel costs, travel and lodging costs, claims, demands, damages or liabilities are reduced to judgment), resulting directly or indirectly from or pertaining to any statements, representations or warranties that may be given by you to any proposed assignee of the franchise, or any claim that you or the assignor engaged in fraud, deceit, violation of franchise laws of other illegality in connection with the negotiations leading to the consummation of the assignment. The indemnification obligations set forth in this subsection C. will survive the expiration or sooner termination of this Agreement.

14.05 Assignment By You – Transfer Upon Death or Disability

A. Upon your death or disability (as defined below) (if “Franchisee” is an individual) or the death or disability of your last surviving principal, partner or shareholder (if “Franchisee” is a business entity), that person’s rights will pass to his or her estate, heirs, legatees, guardians or representatives, as appropriate (collectively, the "Estate"). The Estate may continue the operation of the Franchised Business if: (i) the Estate provides a competent and qualified individual acceptable to us to serve as Business Manager and operate the Franchised Business on a full-time basis; (ii) this individual attends and completes our next offered Weichert Leadership Academy Initial Training Program at the Estate's expense; and, (iii) this individual assumes full-time operation of the franchise as Business Manager within one month of the date the person dies or becomes disabled. In the alternative, the Estate may sell the franchise within one month in accordance with the provisions of Section 14.04.

B. If the Estate does not designate a Business Manager, the Estate's designated Business Manager does not attend and satisfactorily complete our Initial Training Program and assume the full-time operation of the Franchised Business within one month, or, in the alternative, if the Estate does not sell your franchise within one month in accordance with the provisions of Section 14.04, this will be a material breach of this Agreement which, unless cured by the Estate as provided in Section 17.03, will result in this Agreement being terminated immediately. If the Estate sells the franchise in accordance with the provisions of Section 14.04, we will not charge the fee in Section 14.02(E).

C. "Disability" means any physical, emotional or mental injury, illness or incapacity which prevents or will prevent a person from performing the obligations set forth in this Agreement for at least ninety consecutive days. Disability will be determined either after this ninety day period or upon examination of the person by a licensed practicing physician selected by us before the end of the ninety day period, when we reasonably believe that person to be disabled. If the person refuses to submit to an examination, then the person will be automatically considered permanently disabled as of the date of the refusal. We will pay the costs of any examination required by this Section.

D. From the date of death or disability until a fully trained and qualified Business Manager assumes full-time operational control of the Franchised Business, we may assume full control of and operate the Franchised Business, but will have no obligation to do so. If we do so, then during this period, we will deduct our expenses for travel, lodging, meals, and all other expenses and fees from the Business's Gross Revenues and pay ourselves a management fee equal to the greater of (i) two times the salary paid to the individual(s) assigned by us to operate the Business, or (ii) 10% of the Business's weekly Gross Revenues. This management fee will be in addition to the Continuing Royalties and Marketing Fees due us. We will then remit any remaining funds to your Estate. The Estate must pay us any deficiency in sums due to us under this Agreement within ten days of our notifying the Estate of the deficiency. We will not be obligated to operate your Business. If we do so, we will not be responsible for any operational losses of the Business, nor will we be obligated to continue operating the Business.

14.06 Right of First Refusal

A. Your rights to assign, transfer, redeem or sell any interest in this Franchise Agreement or the Franchised Business, voluntarily or by operation of law (as provided above), will be subject to our right of first refusal. We will exercise our right of first refusal in the following manner:

1. You must deliver to us a true and complete copy of the proposed assignee's offer (the "notice") and furnish to us any additional information concerning the proposed transaction and the proposed assignee that we reasonably request.

2. Within 30 days after our receipt of the notice (or, if we request additional information, within 30 days after receipt of the additional information), we may either consent or withhold our consent to the assignment or redemption, in accordance with this Article, or at our option, accept the assignment to ourselves or to our nominee, on the terms and conditions specified in the notice. However, we will be entitled to all of the customary representations and warranties given by the seller of assets of a business, including (without limitation) representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and your contingent and other liabilities affecting the assets.

3. Our credit will be considered equal to the credit of any proposed purchaser. We may substitute cash for any other form of payment proposed in the offer.

4. If we exercise our right of first refusal, we will be given at least sixty days after notifying you of our election to exercise our right of first refusal to prepare for closing. You agree to take all action necessary to assign your lease agreement with the lessor of the Office Location to us.

5. If we elect not to exercise our right of first refusal and we consent to the proposed assignment or redemption, then you will, subject to the provisions of this Article, be free to assign this Agreement or the Franchised Business to your proposed assignee on the terms and conditions specified in the notice. If, however, the terms are changed, the changed terms will be considered a new offer, and we will have a right of first refusal with respect to this new offer.

6. Our election not to exercise our right of first refusal with regard to any offer will not affect our right of first refusal with regard to any later or modified offer. If we do not exercise our right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. You and any proposed assignee must comply with all the criteria and procedures for assignment of the franchise, the Franchise Agreement and/or the Franchised Business specified in this Article 14.

14.07 No Encumbrance. You will have no right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement, the Franchised Business or the Office in any manner without our prior written permission, which we may withhold for any reason.

15. PROPRIETARY MARKS

15.01 Your Non-Ownership of Proprietary Marks

A. Nothing in this Agreement will give you any right, title or interest in or to any of our (or our Affiliates') Proprietary Marks except as a mere privilege and license, during the term of this Agreement, to display and use the Proprietary Marks according to the limitations set forth in this Agreement. You understand and agree that the limited license to use the Proprietary Marks granted by this Agreement applies only to the Proprietary Marks shown on Exhibit B (if we do not subsequently designate them as being withdrawn from use), together with those which we may later designate in writing (in our Operations Manual or otherwise). You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any our Proprietary Marks by virtue of the limited license granted under this Agreement, or by virtue of your use of any of the Proprietary Marks. All of your uses of the Proprietary Marks, whether as a trademark, service mark, trade name or trade style, will inure to our benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Proprietary Marks or operation of the Franchised Business, including any "local goodwill".

B. You acknowledge that our rights in the Proprietary Marks are not limited to the specific presentation or configuration of any of them, but rather extend to all combinations and displays of the words and/or designs elements thereof and extend to all translations of them in any language. Further, you acknowledge and agree that our rights in and to the Proprietary Marks are not limited to such rights as may be conferred by registrations thereof or by applications for registrations but, instead, include extensive common law and other rights in the Proprietary Marks vested in us as a result of their use by us and other authorized parties.

15.02 Acts in Derogation of the Proprietary Marks. You agree that the Proprietary Marks are our (or our Affiliates') exclusive property. You assert and will in the future assert no claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of your licensed use of the Proprietary Marks, or for any other reason. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights or the rights of our Affiliates in connection with the Proprietary Marks, either during or after the term of this Agreement. You agree not to apply for or obtain any trademark or service mark registration of any of the licensed Proprietary Marks or any confusingly similar marks in your own name. You agree to use the Proprietary Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. You agree that you will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Proprietary Marks, our rights (or those of our Affiliates) to the Proprietary Marks, or the rights to use the Proprietary Marks of us, our Affiliates, other franchisees of ours or other third parties to whom we may have licensed the Proprietary Marks.

15.03 Use and Display of Proprietary Marks

A. You must not use, and must not permit or cause another to use, the Proprietary Marks except in the manner and to the extent specifically licensed to you under this Agreement. You agree that each use you make of any Proprietary Mark will accurately portray the Mark and that the Mark will not be used or portrayed in a manner which jeopardizes the goodwill associated with the Mark or the Weichert System. You agree to use the Proprietary Marks in full compliance with rules we prescribe from time to time in our Operations Manual or otherwise. You are prohibited (except as expressly provided in this Agreement) from using any Proprietary Mark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by us to you). You may not use any Proprietary Mark in connection with the sale of any unauthorized service, product or program or in any other manner not explicitly authorized in writing by us. You may use the Proprietary Marks only for the operation of the Franchised Business or in advertising for the Franchised Business. Your right to use the Proprietary Marks is limited to the uses authorized under this Agreement and the Operations Manual. Any unauthorized use of the Proprietary Marks by you will constitute an infringement of our rights and a material and incurable breach of this Agreement which, unless we waive the breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

B. You may not use the Proprietary Marks in any way which will incur any obligation or indebtedness on our behalf. You agree to comply with our instructions in filing and maintaining all requisite trade name or fictitious name registrations, and in executing any documents considered necessary by us or our counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

C. You agree to affix our Proprietary Marks on the Office and the attire, fixtures, signs, stationery, advertising, sales/promotional materials and other objects, in the size, color, lettering style and fashion and at the places which we designate in our Operations Manual or otherwise. You also agree to display the Proprietary Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the Operations Manual. Except as expressly provided in the Operations Manual or otherwise, you may not erect or display in or on your Weichert Office, stationery, advertising, sales or promotional materials or any other objects bearing any other trademarks, logotypes, symbols or service marks. You may not use any names, marks or logotypes other than the Proprietary Marks in connection with the Franchised Business without our prior written approval.

15.04 Non-Use of Trade Name. If you are a corporation, partnership or limited liability company, you may not use our Proprietary Marks, or any confusingly similar words or symbols, in your corporate, partnership

or limited liability company name. In particular, you may not use the words "WEICHERT," "Weichert Real Estate Affiliates, Inc.," or any variant as part of your corporate, partnership or limited liability company name.

15.05 Required Means of Weichert Identification. The sooner of thirty days after the execution date or the Initial Office Impact Date of this Agreement, you shall provide, in writing, your assumed business name to us, which is subject to our unconditional approval. You must conduct your Weichert Business under that assumed business name. You agree, at your expense, to perform all filings and procure all required or necessary governmental approvals or registrations required to do business under that assumed business name. You agree to identify yourself as a franchisee, but not an agent, of ours. You may not change this assumed business name, or use another assumed business name in connection with your Weichert Business, without our advance written permission.

15.06 Our Defense of Proprietary Marks and Copyrights

A. If you receive notice, are informed or learn of any claim, suit or demand against you on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks or any of our copyrights (each, a "claim"), you agree to promptly notify us. We will then promptly take any action we may consider necessary to protect and defend you against the claim and indemnify you against any loss, cost or expense incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks or copyrights. You may not settle or compromise the claim by a third party without our prior written consent. We will have the right to defend, compromise and settle the claim at our sole cost and expense, using our own counsel. You agree to cooperate fully with us in connection with the defense of the claim. You grant irrevocable authority to us, and appoint us as your attorney in fact, to defend and/or settle all claims of this type. You may participate at your own expense in the defense or settlement, but our decisions with regard to the settlement will be final.

B. We will have no obligation to defend or indemnify you pursuant to this Section 15.06 if the claim arises out of or relates to your use of any of the Proprietary Marks and/or our copyrights in violation of the terms of this Agreement.

15.07 Prosecution of Infringers

If you receive notice, are informed or learn that any third party which you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you agree to promptly notify us. We will then determine whether or not we wish to take any action against the third party on account of the alleged infringement of our Proprietary Marks. You will have no right to make any demand or to prosecute any claim against any alleged infringer of our Proprietary Marks for or on account of an alleged infringement.

15.08 Discontinuance or Substitution of Proprietary Marks

If it becomes advisable at any time, in our sole judgment, to modify or discontinue use of any Proprietary Mark and/or to adopt or use one or more additional or substitute Proprietary Marks, then you agree to comply with our instructions. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Proprietary Mark addition, modification, substitution or discontinuation.

16. RELATIONSHIP OF THE PARTIES

16.01 Independent Contractor

A. You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Franchise Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your sales associates or other personnel will be considered to be our employees. Neither you nor any of your sales associates or other personnel whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your sales associates or other personnel.

B. You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided for in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Business. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement.

C. You agree to conspicuously identify yourself and your Franchised Business– in all dealings with your clients, contractors, suppliers, public officials and others – as our independent franchisee. You agree to place this notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials in the fashion that we may specify and require from time to time, in our Operations Manual or otherwise.

16.02 You are the Sole and Exclusive Employer of your Employees. You hereby irrevocably affirm, attest and covenant your understanding that your employees are employed exclusively by you and in no fashion is any such employee either employed, jointly employed or co-employed by us. You further affirm and attest that each of your employees is under the exclusive dominion and control of you and never under the direct or indirect control of us in any fashion whatsoever. You alone hire each of your employees; set their schedules; establish their compensation rates; and, pay all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). You alone have the ability to discipline or terminate your employees to the exclusion of us, which have no such authority or ability. You further attest and affirm that any minimum requirements we establish are solely for the purpose of ensuring that your Franchised Business is at all times operated at those levels necessary to operate your franchise Business in conformity with the System and the products, services, standards of quality and efficiency, and other Weichert brand attributes known to and desired by the consuming public and associated with the Proprietary Marks. You also affirm and attest that any recommendations you may receive from us regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist you to efficiently operate your Franchised Business, and that you are entirely free to disregard our recommendations regarding such employee compensation. Moreover, you affirm and attest that any training provided by us for your employees is geared to impart to those employees, with your ultimate authority, the various procedures, protocols, systems and operations of a Franchised Business and in no fashion reflects any employment relationship between us and such employees. Finally, should it ever be asserted that we are the employer, joint employer or co-employer of any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably agree to assist us in defending said allegation, including (if necessary) appearing at any venue requested by us to testify on our behalf (and, as may be necessary, submitting yourself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of any of your employees).

17. DEFAULT AND TERMINATION

17.01 Termination By Us – Automatic Termination Without Notice. You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you, the Franchised Business or the business to which the franchise relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against you or the Franchised Business and is not immediately contested and/or dismissed within sixty days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the Franchised Business or assets of either is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of your assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against you or the Franchised Business; you are dissolved; execution is levied against you, the Franchised Business or your property; or, the real or personal

property of the Franchised Business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

17.02 Termination By Us Upon Notice – No Opportunity To Cure

A. You will have materially breached this Agreement and we may, at our option, terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to have been received by you upon delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

1. You do not commence operation of your Franchised Business on or before the Initial Office Impact Date set forth on Exhibit A to this Agreement; at any time cease to operate the Franchised Business; abandon the franchise relationship; or, abandon the franchise by failing to operate the Business for five (5) consecutive days during which you are required to operate the Business under this Agreement (or any shorter period of time after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that you do not intend to operate the franchise), unless your failure to operate is due to fire, flood, other Acts of God or other similar causes beyond your control.

2. You omitted or misrepresented any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.

3. We and you agree in writing to terminate the Franchise Agreement.

4. You are operating only one Office under this Agreement and you lose the right to possession of the Office Location, provided, however, that if the loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of yours, the premises are damaged or destroyed, then you will have 30 days after this event to apply for our approval to relocate and reconstruct the premises in accordance with the applicable provisions of this Agreement. This approval may not be unreasonably withheld, but it will be reasonable for us to withhold approval if the Weichert Business will not re-open within 90 days of the closing of the previous Office Location.

5. You (or any principal of a corporate, partnership, proprietorship or other entity franchisee) are convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your operation of the Franchised Business, or is likely to have an adverse effect on the Weichert System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or our interest in the System or Proprietary Marks.

6. A threat or danger to public health or safety results from your continued operation of the Franchised Business.

7. You conceal revenues; knowingly maintain false books or records; falsify information or otherwise defraud or makes false representations to us; or, knowingly submit any false report to us.

8. You take, withhold, misdirect or appropriate for your own use any funds withheld from your employees' wages which should have been set aside for the Franchised Business's employees' taxes, FICA, insurance or benefits; wrongfully take or appropriate for your own use our property or funds; systemically fail to deal fairly and honestly with your sales associates, other personnel or clients; or knowingly permit or, having discovered the facts, fail to take any action against or to discharge any sales associate, agent, servant or employee who has embezzled our funds or property or that of any clients or others.

9. After curing a default pursuant to Section 17.03, you commit the same act of default again within six months of the first act of default.

10. You make a willful misrepresentation or do not make a material disclosure required by any governmental or quasi-governmental authority regarding any matter involving or affecting the operations of your Weichert Business.

11. You do not cure any default under this Agreement which materially impairs the goodwill associated with our Proprietary Marks following delivery of written notice to cure at least seventy-two hours in advance.

12. You do not comply, for a period of ten days after notification of non-compliance by us or any governmental or quasi-governmental authority, with any federal, state, local or other law, rule or regulation applicable to the operation of the Franchised Business.

13. You repeatedly fail to comply with one or more requirements of this Franchise Agreement, whether or not corrected after notice.

14. You fail, refuse or neglect to obtain our prior written approval where consent is required by this Franchise Agreement.

15. You offer or sell as part of your Franchised Business any unapproved service, program or product, or do not continue offering and selling all programs and products which are a part of the Weichert System, or do not use and disseminate (as applicable) all materials, notices and procedures specified by us.

16. You use or duplicate any aspect of our System, services, programs or products in an unauthorized fashion.

17.03 Termination by Us – Fifteen Days to Cure

A. Except as provided above, you will have fifteen calendar days after we furnish you with a written Notice of Default in accordance with the terms of Section 26.01 of this Agreement to remedy any default under this Agreement (or, if the default cannot reasonably be cured within this period, to initiate action to cure the default within that time), and to provide us with evidence that you have done so. If you have not cured any default within that time (or, if appropriate, you have not initiated action to cure the default within that time) or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the fifteen day period, or any longer period required by applicable law.

B. You will be in default of this Agreement for any failure to comply with any of the requirements imposed upon you by this Agreement, by our Operations Manual and all Supplements to the Operations Manual, or otherwise, or to carry out the terms of this Agreement in good faith.

17.04 Your Failure to Pay. Your failure to make payments of any Continuing Royalties, Marketing Fees or other money due and owing to us, after you receive notice of the default from us granting an opportunity to cure, will be considered your willful and wrongful breach under this Agreement and your decision to reject and terminate this Agreement and all related agreements between you and us or our Affiliates, and will entitle us to receive the liquidated damages provided by Section 18.01 (as with any termination of this Agreement by us because of your default or your termination of this Agreement for any other reason).

17.05 Cross Default. Any default or breach by you (or any of your affiliates) of any other agreement between us or our Affiliates and you (or any of your affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by you will be considered a default or breach under any and all other agreements between us (or any of our Affiliates) and you (or any of your affiliates). If the nature of the default under any other agreement would have permitted us to terminate this Agreement if the default had occurred under this Agreement, then we (or our Affiliate) will have the right to terminate all the other agreements between us (or any of our Affiliates) and you (or any of your affiliates) in the same manner provided for in this Agreement for termination of this Agreement.

17.06 Notice Required By Law. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

18. CERTAIN OBLIGATIONS AND RIGHTS OF THE PARTIES ON TERMINATION OR EXPIRATION

18.01 Liquidated Damages – Lost Future Profits

A. We and you recognize the difficulty of ascertaining damages to us resulting from premature termination of this Agreement before its expiration. For this reason, we and you have provided for liquidated damages, representing our and your best estimate as to the damages arising from the circumstances in which they are provided and which are only damages for the future profits lost to us due to the premature termination of this Agreement before its expiration, and not a penalty or as damages for breaching this Agreement, or in lieu of any other payment or remedy.

B. If, at any time, you terminate this Agreement without our written consent or this Agreement is terminated under Sections 17.01, 17.02, 17.03 or 17.04, then you agree to pay us, within 10 days of termination, an amount equal to the lesser of (i) the actual number of months remaining in the Term of this Agreement or (ii) 60 months for terminations before the 3rd anniversary of the Start Date or 24 months for terminations after the 3rd anniversary of the Start Date, times the monthly average amount of Continuing Royalties and Marketing Fees owed by you under Sections 4.04 and 4.06 for the 12 months prior to termination based on your actual Gross Revenues, but in no case less than the Minimum Monthly Continuing Royalty and Minimum Monthly Marketing Fee (as applicable to the 12 months in question under the CPI-increase provisions of Sections 4.04 and 4.06), and reduced by a discount of 8% to produce the present value of our lost profits.

C. You will be entitled to a credit against the sums calculated according to subsection (B) for all amounts paid to us pursuant to the provisions of Section 18.02 (1) and (2) below.

D. You acknowledge that if you make any unauthorized or improper use of the Weichert System or the Proprietary Marks when you are not entitled to use them, we will have no adequate remedy at law. Therefore, you agree that we will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the entry of these temporary and permanent injunctions.

18.02 Further Obligations and Rights on Termination or Expiration

A. If this Agreement expires or terminates for any reason or is assigned by you, you will cease to be an authorized Weichert franchisee and you will lose all rights to the use of our Proprietary Marks, the Weichert System, all Confidential Information and know-how owned by us and any goodwill (including "local" goodwill) engendered by the use of our Proprietary Marks and/or attributed to your conduct of the Franchised Business.

B. Upon expiration or earlier termination of this Agreement for whatever reason, in addition paying us the liquidated damages provided by Section 18.01 if applicable, you agree to:

1. Immediately pay all royalties, fees and other sums due and owing to us or our Affiliates, plus interest, and all sums due and owing to any landlord, employees, taxing authorities, advertising agencies and all other third parties.

2. Immediately furnish us with a list of all Pendings (as defined in Section 4.04) as of the date of termination or expiration. Upon your receipt of any Gross Revenues in connection with any of such Pendings, you must immediately notify us of the receipt of the Gross Revenues and either pay us the 6% Continuing Royalty and the 2% Marketing Fee on such Gross Revenues or permit us to debit the Bank Account for such Continuing Royalty and Marketing Fee.

3. Permit us, at any time between the effective date of termination or expiration and the 90th day after the effective date, with or without written notice, during regular hours, to enter the premises of your Office(s) (or other location[s] where the records are maintained) to inspect, audit and make copies of all records including, but not limited to: books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; and tax returns (federal, state and, if applicable, city); your files relating to services, programs and products sold and business transacted, including (without limitation)

operating records, bookkeeping and accounting records: records, computer databases and any other information (electronic or otherwise) concerning clients, listings; sales; commissions; sales agents; operating records; operating reports; correspondence; general business records; invoices; payroll records; journals; ledgers; and, your files, memoranda and other correspondence, contracts and all sources and supporting records used to prepare reports and forms which you are required to submit to us under this Agreement, including the books or records of any corporation or individual(s) which owns the Franchised Business.

(i) You agree to make these materials available for examination and copying at the premises of your Office(s) (or other location[s] where the records are maintained), to cooperate fully with our inspection and audit and to make complete records available to us. You agree not to destroy, damage, hide or take any steps to prevent us from obtaining any information relating to your franchised business, including (without limitation) information which you store in the computer(s) of the Franchised Business.

(ii) If we cause an audit to be made under this provision, and the audit finds the Gross Revenues and business transacted shown by the statements you submitted to us to be understated for any month(s) within the period of examination, or for the entire period of examination itself, when compared to your actual Gross Revenues, then you agree to immediately pay us the full cost of the audit for the entire period of examination (including, without limitation, the charges of any attorneys and independent accountants; all travel expenses, room and board; and, compensation of our employees and designated agents who participated in the audit), the additional amounts payable as shown by the audit, plus interest at the highest rate permitted by law. If applicable law provides no maximum rate of interest, interest will be calculated at 4% above the prime rate of interest as published in The Wall Street Journal on or nearest to the date of the audit (or, if The Wall Street Journal is not published on the date of the audit, at the prime rate published by The New York Times on that date, and if neither is published, the prime rate charged by Citibank, N.A. in New York City on that date).

4. Immediately discontinue the use of all Proprietary Marks, including all signs displaying our unique style, logo, colors, color patterns and designs (or anything similar to our signs, color patterns and designs), and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Weichert Business, or any similar business. You may not use, in any manner or for any purpose, directly or indirectly, any of our Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by you by virtue of the relationship established by this Agreement, including (without limitation): Weichert Services, Ancillary Services, programs and products; specifications or descriptions of our Services, Ancillary Services and products; listings; lists of clients, sales agents, employees and independent contractors; our Operations Manual and any Supplements to it; forms, advertising matter, marks, devices, signs, insignia, slogans and designs used in connection with the Franchised Business; telephone numbers listed in any telephone directory under any of the Proprietary Marks licensed under this Agreement or any similar designation or directory listings relating to the Franchised Business (subject to the limitations in Section 18.02(9) below); and, the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, specifications, and all other components, specifications and standards, which comprise (or in the future may comprise) a part of the Weichert System. You must not identify yourself to third parties as a former franchisee of ours in any fashion. For the avoidance of doubt, you understand, acknowledge and agree that the restrictions set forth in this Section 18.02(4) specifically include (without limitation) any use of the name "WEICHERT," or any other Proprietary Mark of ours, in any form of marketing, advertising, press releases or other media (whether in the form of print, radio, social, electronic commerce, or otherwise).

5. Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark "WEICHERT," or any other Proprietary Mark of ours, or any variant, within fifteen days following termination or expiration of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name "WEICHERT," or any related name used under this Agreement. When you execute this Agreement, you must also execute the Power of Attorney (Exhibit G), by which

you irrevocably appoint us as your attorney-in-fact to do so. If the “franchisee” is an entity, then we will furnish you with a resolution which you agree to adopt, drafted in compliance with the laws of the state of incorporation of the entity and specifically authorizing execution of the Power of Attorney. If the form required for your state changes so that it is different from the Power of Attorney form in Exhibit G, you agree to execute the then-current form of power of attorney giving us the above powers immediately upon our request and from time to time, it being the intent of the parties that we have and retain the power set forth above. You must not identify yourself to third parties as a former franchisee of ours when answering your telephones (or at any other time).

6. If we terminate because of your default, or you terminate through failure to make payment following notice to cure (pursuant to Section 17.04), pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Proprietary Marks and reputation, travel and personnel costs and the cost of securing a new Business for the Territory. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the Franchised Business at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

7. Immediately deliver to us all training or other manuals furnished to you (including the Operations Manual and Supplements to the Operations Manual), computer hardware and computer software we furnished to you; display items, advertising and promotional material; any and all materials, signs and related items which bear our Proprietary Marks or slogans or insignias or designs; advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the Franchised Business. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, lists, software and other similar items will be considered to be our property for all purposes.

8. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

9. Except as provided below, cease using the telephone numbers listed in the Yellow Pages and White Pages of any telephone directories under the name "WEICHERT" or any other confusingly similar name or, upon our written demand, direct the telephone company to transfer the telephone numbers listed for the Franchised Business in the Yellow Pages and White Pages to us or to any other person and location that we direct. When you execute this Agreement, you must also execute the Power of Attorney (Exhibit G), by which you irrevocably appoint us as your attorney-in-fact to do so. If the “franchisee” is an entity, then we will furnish you with a resolution which you agree to adopt, drafted in compliance with the laws of the state of incorporation of the entity and specifically authorizing execution of the Power of Attorney. If the form required for your state changes so that it is different from the Power of Attorney form in Exhibit G, you agree to execute the then-current form of power of attorney giving us the above powers immediately upon our request and from time to time, it being the intent of the parties that we have and retain the power set forth above. You have provided us with a list of telephone numbers (identified on Exhibit A) which you represent that you have continuously utilized preceding your execution of this Agreement in the operation of your Office and real estate business. Upon the expiration or termination for any reason of this Agreement, you may retain ownership and use of the telephone numbers identified on Exhibit A, so long as you direct the telephone company to remove from the listings all references to the name “WEICHERT” or any other confusingly similar name.

10. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article 11 of this Agreement.

11. Promptly perform all reasonable redecoration and remodeling of the Offices as we consider necessary in our reasonable judgment to distinguish the Offices from Weichert Business Offices.

18.03 Our Right to Use Information Obtained from You. You acknowledge and agree that during the term of this Agreement and after its expiration or sooner termination, we will have the right to access and use all information concerning your clients that you report to us or which we learn due to your status as a Weichert franchisee (the "Client Information"), as follows: During the term of this Agreement, we will have the right to use the Client Information for business purposes, including (without limitation), public relations, advertising and direct mail solicitations; statistical compilations; investigations and resolutions of complaints; inclusion on our Web site; and, inspections, operational audits, financial audits and quality surveys. Upon the expiration or sooner termination of this Agreement, we will have the right to continue to use the Client Information as specified above, and also to make the Client Information available to our Affiliates and franchisees for whatever purposes that we, at our sole option, consider appropriate.

18.04 Transition. To facilitate an orderly and efficiently transition and preserve the goodwill associated with the Weichert System and Proprietary Marks upon the termination or expiration of this Agreement, you agree that we have the right to contact and communicate personally with any or all of your sales associates beginning 180 days prior to the expiration of this Agreement or, in the case of termination, immediately after notice of termination has been delivered to you (including any period you may have to cure defaults) to solicit and/or discuss with them their options for affiliation with another Weichert office.

18.05 No Prejudice. The expiration or termination of this Agreement will be without prejudice to our rights against you, and will not relieve you of any of your obligations to us at the time of expiration or termination, or terminate your obligations which by their nature survive the expiration or termination of this Agreement.

19. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

19.01 Unavoidable Delay or Failure to Perform (Force Majeure)

A. Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; and any other similar event beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

B. Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

20. WAIVER AND DELAY

20.01 Waiver and Delay. No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

21. NOTICE OF OUR ALLEGED BREACH

21.01 Notice of Our Alleged Breach. You agree to give us immediate written notice of any alleged breach or violation of this Agreement after you have constructive or actual knowledge of, believe, determine or are of the opinion that there has been an alleged breach of this Agreement by us, including any acts of misfeasance or nonfeasance. If you do not give written notice to us of any alleged breach of this Agreement within one year from the date that you have knowledge of, believe, determine or are of the opinion that there has been an alleged breach by us, then our alleged breach will be considered to be condoned, approved and waived by you and will not be considered to be a breach of this Agreement by us, and you will be permanently barred from commencing any action against us for the alleged breach or violation.

22. OUR RIGHT TO CURE DEFAULTS

22.01 Our Right To Cure Defaults. In addition to all other remedies granted pursuant to this Agreement, if you default in the performance of any of your obligations, or breach any term or condition of this Agreement or any related agreement, then we may, at our election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to you, cure the default on your behalf. Our cost of curing the default and all related expenses will be due and payable by you on demand.

23. OUR WITHHOLDING OF CONSENT – YOUR EXCLUSIVE REMEDY

23.01 Our Withholding of Consent – Your Exclusive Remedy. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Franchise Agreement. You waive any such claim for damages. You may not claim any such damages by way of set-off, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

24. INJUNCTION

24.01 Injunction. You explicitly affirm and recognize the unique value and secondary meaning attached to the Weichert System and the Proprietary Marks. Accordingly, you agree that any non-compliance by you with the terms of this Agreement, or any unauthorized or improper use of the Weichert System or the Proprietary Marks by you, will cause irreparable damage to us and other Weichert franchisees. You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Weichert System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions.

25. INTEGRATION OF AGREEMENT

25.01 Integration of Agreement. This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; provided, however, that nothing in this Franchise Agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we provided to you.

25.02 No Oral Modification. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties.

26. NOTICES

26.01 Notices. Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party personally, by certified mail (and return receipt requested, postage prepaid), by documented overnight delivery with a reputable carrier; and, will be effective on the date that delivery is documented to have been first attempted.

A. Any notice to us will be addressed to us at:

Weichert Real Estate Affiliates, Inc.
1625 State Route 10 East
Morris Plains, New Jersey 07950
Attention: President

With a copy to:

Weichert Real Estate Affiliates, Inc.
1625 Route 10 East
Morris Plains, New Jersey 07950
Attention: General Counsel

And a copy to:

Kaufmann Gildin & Robbins LLP
675 Third Avenue, Suite 2200
New York, New York 10017
Attention: David J. Kaufmann, Esq.

B. Any notice to you will be addressed to you at:

_____
_____
_____
_____
Attention: _____

C. Either party to this Agreement may, in writing, on ten days notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

27. MISCELLANEOUS

27.01 Execution, Construction and Interpretation; Further Acts

A. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

B. The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

E. Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company, general or limited partnership, and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting and/or equity rights, as applicable, in the case of a limited liability company, general partnership, limited partnership or any other entity or similar organization (this specifically includes members and managers, general and limited partners, membership interests and general and limited partnership interests).

27.02 Severability. Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent

jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

27.03 Time is of the Essence. Time is of the essence with respect to all of your obligations under this Agreement that specify a time for performance.

28. ARBITRATION; COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW; VENUE

28.01 Arbitration.

A. Except as otherwise specified in this Agreement, the parties agree that all controversies, disputes or claims arising between us and you in connection with, arising from, or with respect to this Agreement, any related agreement, the franchise granted under this Agreement, the relations between the parties or the licensed Business and/or Office, will be submitted for arbitration to the American Arbitration Association (the "AAA") or any successor thereto at the specific site we designate in the county where we have our principal place of business at the time the arbitration proceeding is commenced, and will be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA or any successor thereto. The arbitral award and decision shall be conclusive and binding upon the parties. Judgment upon any award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and the parties hereby waive all objections which they may have at any time to the laying of venue of any proceedings brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum, and further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party.

B. There will be one arbitrator, who will be selected by the AAA (or any successor thereto), for each arbitration proceeding. The parties desire that the arbitrator will be an attorney familiar with franchising matters. Except as provided in Sections 28.02 and 28.03 and any fees awarded us by an arbitrator, the parties agree to split equally the costs of the arbitration, including the arbitrator’s fees and expenses; provided, however, that each party will pay its own travel and lodging costs, attorneys' fees, accountants' fees and experts' fees.

C. The Federal Rules of Evidence will apply to any arbitration proceeding conducted under this Agreement. The arbitrator will not have the authority or right to add to, delete, amend or modify in any manner the provisions of the Federal Rules of Evidence or the arbitration provisions of this Agreement. All testimony offered at any arbitration proceeding under this Agreement must be given under oath. No affidavits may be submitted into evidence unless and until the other party(ies) has had the opportunity to cross-examine the affiant under oath and on a transcribed record, or otherwise consents. All arbitration proceedings pursuant to this Agreement will be recorded, or taken down by a stenographer and transcribed, or both, for the purpose of obtaining subsequent review. Each arbitration decision rendered under this Agreement must be in writing; individually address and dispose of each claim and the relief granted to it; must set forth a recital of facts and a legal analysis and the resulting rendition of the award relating to each such claim (if any); and must, in general, be specific regarding the reasons underlying any and all determinations, awards or conclusions, including all principles of law applied.

D. The arbitrator will not have the authority or right to add to, delete, amend or modify the provisions of this Agreement or any agreement ancillary hereto. All findings, decisions and awards of the arbitrator will be limited to the dispute(s) set forth in the written demand for arbitration, and the arbitrator will not have the authority to decide any other issues. The arbitrator may not under any circumstance: (i) stay the effectiveness of any pending termination; (ii) assess punitive, speculative, or exemplary damages; (iii) make any award which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of business performance set by us in good faith; (iv) compel us to grant an additional license(s) to you for a claimed wrong; or, (v) to otherwise award any relief other than money damages and prohibitive injunctive relief (specifically excluding affirmative injunctive relief). Notwithstanding anything to the contrary herein, the arbitrator has the right to award us attorney’s fees.

E. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other arbitration proceeding as a precedent; to collaterally estop any party from advancing any claim, defense or from raising any like or similar issues; or, for any other purpose whatsoever. The parties especially agree that the principles of collateral estoppel will not apply in any arbitration proceeding conducted hereunder.

F. Any arbitration will be brought on an individual, and not a class-wide basis; provided, however, that we will have the right to petition the arbitrator to consolidate this proceeding with any previously filed pending arbitration proceeding, and the arbitrator will consolidate such proceedings if they determine that the proceedings involve common issues of law and fact that predominate over any questions solely affecting the individual licensees, and such consolidation will not materially delay or cause undue hardship to the licensees who are parties to the already pending proceeding.

G. Except as and to the extent expressly provided by law, you agree to maintain all aspects of the arbitration proceeding in confidence, and not to disclose any information about the proceeding to any third party other than legal counsel, who you agree to require to maintain the confidentiality thereof.

H. Notwithstanding the foregoing, the following disputes and controversies between us and you will not be subject to arbitration: (i) any dispute involving the Proprietary Marks; (ii) any dispute involving payment of any amounts due us; (iii) any dispute involving immediate termination of this Agreement, including enforcement of your post-termination obligations set forth in Article 18; (iv) any dispute involving enforcement of the confidentiality provisions of this Agreement; (v) any dispute involving enforcement of the covenants not to compete set forth in this Agreement; and, (vi) any judicial proceeding in equity seeking temporary restraining orders, preliminary injunctions or other interlocutory relief.

28.02 Costs of Enforcement. We will be entitled to recover from you reasonable attorneys' fees, experts' fees, arbitrator's fees, court costs and all other expenses of arbitration or litigation, if we prevail in any arbitration or action instituted against you to secure or protect our rights under this Agreement, or to enforce the terms of this Agreement, or in any arbitration or action commenced or joined in by you against us.

28.03 Attorneys' Fees. If we become a party to any arbitration, action or proceeding arising out of or relating to this Agreement, any and all related agreements, the Franchised Business or the Office; as a result of any claimed or actual act, error or omission of yours (and/or any of your officers, directors, shareholders, management, employees, contractors and/or representatives) or the Franchised Business; by virtue of statutory, "vicarious", "principal/agent" or other liabilities imposed on us as a result of our status as your franchisor; or if we become a party to any arbitration, litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, arbitrator's fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees, experts' fees and arbitrator's fees to our proof of claim in any insolvency or bankruptcy proceeding you file.

28.04 Governing Law. All matters relating to arbitration or the enforcement of this Agreement to arbitrate will be governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and all matters involving the Proprietary Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 et seq.). All other matters involving this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New Jersey without recourse to New Jersey (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New Jersey, and if the Franchised Business is located outside of New Jersey and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 28.04 is intended to invoke the application of the New Jersey Franchise Practices Act or of any other franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New Jersey or any other state, which would not otherwise apply.

28.05 Venue

A. Subject to the provisions of Section 28.01, you agree to institute any litigation that you may commence arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, exclusively in a court of competent jurisdiction which is either a New Jersey state court in Morristown, New Jersey or the United States District Court for the District of New Jersey in Newark, New Jersey. You agree that any dispute as to the venue for any litigation you institute will be submitted to and resolved exclusively by either a New Jersey state court in Morristown, New Jersey or the United States District Court for the District of New Jersey in Newark, New Jersey. You hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

B. You further agree that, subject to the provisions of Section 28.01, we may institute any litigation that we commence arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, in any court of competent jurisdiction, wherever situated, that we select. You agree that any dispute as to the venue for the litigation we institute will be submitted to and resolved exclusively by the court of competent jurisdiction in which we commenced the litigation. You hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

28.06 Waiver of Jury Trial. The parties to this Agreement explicitly waive their respective rights to a jury trial in any litigation between them which is authorized or contemplated by this Agreement, and hereby stipulate that any such trial shall occur without a jury.

28.07 Punitive Damages. In no event will we be liable to you for punitive damages in any action or proceeding arising out of or relating to this Agreement; any breach, termination, cancellation or non-renewal of this Agreement; or, in any other action or proceeding whatsoever between the parties to this Agreement and/or any of their affiliates. You hereby waive and covenant never to advance any such claim for punitive damages.

29. GUARANTEE

29.01 Guarantee

A. All partners, proprietors, shareholders, trustees, trustors or beneficiaries or persons named as included in you must be citizens of the United States or legally-resident aliens. If you are an entity, the person(s) and/or entity(ies) we list on Exhibit A must, concurrently with the execution of this Agreement, execute our standard form Guarantee (Exhibit D).

B. If you are in breach or default under this Agreement, we may proceed directly against each such individual and/or entity without first proceeding against you and without proceeding against or naming in the suit any other such individuals and/or entities. Your obligations and those of each such individual and/or entity will be joint and several. Notice to or demand upon one such individual and/or entity will be considered notice to or demand upon you and all such individual and/or entities, and no notice or demand need be made to or upon all such individuals and/or entities. The cessation of or release from liability of you or any such individual and/or entity will not relieve any other individual and/or entity from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

30. SURVIVAL

30.01 Survival. Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

31. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

31.01 Your Representations. You represent and warrant to us, with the intention that we are relying thereon in entering into this Agreement that:

A. If you are a corporation, limited liability company, or partnership, then you are organized under the laws of the state of your principal place of business (or another state which you has identified to us) and is in good standing with and qualified to do business in each state and political/ governmental subdivision having jurisdiction over the Franchised Business.

B. If you are a corporation, limited liability company, or partnership, you have all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon you, all of your shareholders, members or partners, and your successors and assigns when executed.

C. You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you has furnished to us before the execution of this Agreement.

D. As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or owners (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

E. Neither you nor any of your owners is party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

F. All your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

G. **THE PERSON(S) SIGNING THIS AGREEMENT ON BEHALF OF THE FRANCHISEE IS(ARE) A DULY APPOINTED OFFICER OR OTHERWISE HAS BEEN AUTHORIZED TO BIND THE FRANCHISEE TO THE TERMS OF THIS AGREEMENT.**

31.02 Your Acknowledgments. You acknowledge, warrant and represent to us that:

A. You have received from us a copy of our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise, at least fourteen calendar days before the execution of this Agreement and at least fourteen calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

B. You understand that we do not represent that you will have the ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchised Business.

C. You affirm that all information set forth in all applications, financial statements and submissions to us are true, complete and accurate in all respects.

32. SUBMISSION OF AGREEMENT

32.01 Submission of Agreement. The submission of this Agreement to you merely as an exhibit to our Franchise Disclosure Document (and not to you individually) does not constitute an offer. This Agreement

will become effective only upon the execution of this Agreement by both us and you. Our date of execution will be considered the date of execution of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT, OR THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM. YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

FRANCHISEE:

_____
(Name of Corporation or Other Entity)

By:_____
Name:
Title:
Date:

If an individual(s):

_____
Name:
Date:

_____
Name:
Date:

_____
Name:
Date:

_____
Name:
Date:

FRANCHISOR:
WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____
Name:
Title:
Date:

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

1. 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.

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

3. With respect to franchises sold in California, a franchisor is prohibited from modifying a franchise agreement, or requiring a general release, in exchange for any assistance related to a declared state or federal emergency.

4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

5. 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 TO PROSPECTIVE FRANCHISEES AT LEAST 14 DAYS PRIOR TO EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 14 DAYS PRIOR TO RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

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

7. 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).

8. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

9. The franchise agreement requires binding arbitration for certain types of disputes. The arbitration will occur in the state and county where we have our principal place of business at the time the arbitration proceeding is commenced, with the costs being borne by the parties equally, except as provided in Section 28.02 and 28.03 of the Franchise Agreement and any fees awarded us by an arbitrator; and provided, however, that each party will pay its own travel and lodging costs, attorneys' fees, accountants' fees and experts' 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.

10. The Franchise Agreement contains a provision requiring application of the laws of New Jersey. This provision may not be enforceable under California law.

[signature page follows]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

[signature page to California Addendum to Franchise Agreement]

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

1. 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.

2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

1. The provisions of the Franchise Agreement concerning arbitration, governing law, jurisdiction, venue and choice of law will not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act. Illinois law governs the Franchise Agreement with respect to Illinois franchisees.

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

3. Section 31.02 (“Your Acknowledgments”) is deleted from all Illinois Franchise Agreements.

4. 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.

5. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or New Jersey law if such provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law, rather than New Jersey law, as stated in Section 28.03 of the Franchise Agreement.

2. Venue for litigation will not be limited to New Jersey, as specified in Section 28.05 of the Franchise Agreement.

3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Article 17 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

4. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. Section 12.03 of the Franchise Agreement ("Enforcement of Covenants Not to Compete") will not apply to franchises offered and sold in the State of Indiana.

6. Article 23.01 of the Franchise Agreement ("Our Withholding of Consent – Your Exclusive Remedy") will not apply to franchises offered and sold in the State of Indiana.

7. Section 24.01 of the Franchise Agreement ("Injunction") will not apply to franchises offered and sold in the State of Indiana.

8. Section 28.07 (“Punitive Damages”) is deleted from the Franchise Agreement.

9. Notwithstanding the terms of Section 7.18 of the Franchise Agreement, Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee’s proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor’s negligence.

10. 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.

11. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

Dated:_____

FRANCHISEE:
If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

[signature page to Indiana Addendum to Franchise Agreement]

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold under the laws of the State of Maryland.

1. No release language set forth in Section 13.01(B) of the Franchise Agreement (concerning requirements for renewal) or Section 14.04 (A)(13) of the Franchise Agreement (concerning requirements for transfer) shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland.

   Sections 13.01(B) and 14.04 (A)(13) of the Franchise Agreement are each hereby amended to add the following language:

   "The release requirement of this Section is not intended to nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The release required under this Section will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."

2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
3. Section 28.05 of the Franchise Agreement requires venue to be limited to New Jersey. This provision is hereby deleted from all Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.
4. Section 31.02 ("Your Acknowledgments") is hereby deleted from all Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.
5. The following sentence is added at the end of the last paragraph of Section 2.04 of the Franchise Agreement ("Rights We Reserve"): "The waiver, release and other provisions of this paragraph are not intended to act, nor will 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 to the last sentence of Section 25.01 of the Franchise Agreement: "provided, however, that the foregoing is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
7. The following sentence is added at the end of Section 25.02 of the Franchise Agreement: "This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
9. If the franchise agreement or any agreement executed by the franchisee in connection therewith (including but not limited to, if applicable, an area development agreement), includes any questionnaire to be completed by or acknowledgments to be made by the franchisee that are contrary to the Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, adopted on September 18, 2022 by the North American Securities Administrators Association, Inc. (with an effective date of January 1, 2023), then any such questionnaire and/or acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.
9. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.
10. The following sentence is deleted from the last paragraph of the Franchise Agreement (before the signature blocks): "YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT, OR THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO YOU, YOU ARE NOT RELYING ON THEM. YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT."

[SIGNATURE PAGE TO FOLLOW]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

[signature page to Maryland Addendum to Franchise Agreement]

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 28.05 of the Franchise Agreement (“Venue”):

   "Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

2. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

4. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. The second sentence of Section 12.03 of the Franchise Agreement (“Enforcement of Covenants Not To Compete”) is amended to read as follows:

   "Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

6. The third and fourth sentences of Section 24.01 of the Franchise Agreement (“Injunction”) is amended to read as follows:

   "You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

7. Section 18.01 of the Franchise Agreement (Liquidated Damages) is deleted in its entirety.

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

9. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

[signature page to Minnesota Addendum to Franchise Agreement]

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The last sentence of the third paragraph of Section 6.01 of the Franchise Agreement is hereby amended to read as follows:

   "The Operations Manual and any additions, deletions, revisions or Supplements to the Operations Manual are material in that they will affect the operation of the franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement or place an excessive economic burden on your operations. "

2. Sections 13.01(B) and 14.04 (A)(13) of the Franchise Agreement are each hereby amended to include the following language immediately following the requirement that Franchisee execute a General Release:

   "Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its 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 GBL, Section 687.4 and 687.5 be satisfied."

3. The second sentence of Section 12.03 of the Franchise Agreement is hereby amended to read as follows:

   "Accordingly, you consent to the seeking of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement."

4. The third and fourth sentences of Section 24.01 of the Franchise Agreement is amended to read as follows:

   "You therefore agree that if you engage in this non-compliance, or unauthorized and/or improper use of the Weichert System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

5. 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.

6. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

[signature page to New York Addendum to Franchise Agreement]

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or New Jersey law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than New Jersey law, as stated in Section 28.04 of the Franchise Agreement.

2. 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 North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.

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

4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.

5. Section 28.05 of the Franchise Agreement ("Venue") is deleted from all Franchise Agreements used in the State of North Dakota.

6. The following phrase is deleted from Section 17.04 of all Franchise Agreements used in the State of North Dakota: ", and will entitle us to receive the liquidated damages provided by Section 18.01 (as with any termination of this Agreement by us because of your default or your termination of this Agreement for any other reason)"

7. Section 18.01 is deleted from all Franchise Agreements used in the State of North Dakota.

8. Section 28.06 is deleted from all Franchise Agreements used in the State of North Dakota.

9. Section 28.02 is deleted from all Franchise Agreements used in the State of North Dakota and the following language is substituted therefor:

   "The prevailing party will be entitled to recover from the losing party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if the prevailing party prevails in any action instituted against the losing party to secure or protect its rights under this Agreement, or to enforce the terms of this Agreement, or in any action commenced or joined in by the losing party against the prevailing party."

10. 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.

11. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

[signature page to North Dakota Addendum to Franchise Agreement]

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. Any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Franchise Agreements issued in the State of Rhode Island.

2. §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."

3. 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.

4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. 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.

2. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

Name: _____

Title: _____

WASHINGTON ADDENDUM TO 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 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement 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 that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. 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 in the franchise agreement or related agreements purporting to bind the franchisee 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 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 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 permitted under the Franchise Investment Protection Act 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, in any judicial or arbitration proceeding between the franchisor and franchisee, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding. The prohibition in the preceding sentence does not apply in circumstances when franchisors incur expenses for collection efforts outside of a judicial or arbitration proceeding or when the franchisee agrees to pay expenses as part of a settlement of a dispute.

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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations 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.

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.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises and does not include a franchisor, subfranchisor, or their officers, directors, or employees. 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.

19. In Section 2.03 of the Franchise Agreement ("Annual Minimum Performance Increase Requirement"), subsection (B), the following language will not apply in Washington: "You hereby waive and release any claims, demands or damages arising from or related to any of the foregoing activities engaged in by us or our Affiliates following the cancellation of your territorial rights for your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year, including, without limitation, any claim of divided loyalty; breach of fiduciary duty; fraud; unfair competition; tortious interference; unjust enrichment; breach of contract; and/or, breach of

the implied covenant of good faith and fair dealing. It is the intention of the parties that these provisions not be subject to further judicial or other construction, implication or attempts to provide you with any territorial rights whatsoever following your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year."

20. Section 4.09 ("Payments to Us") of the Franchise Agreement is modified to state that a Washington franchisee will have no obligation to pay any taxes imposed by any taxing authority as a result of the Franchisor's or its affiliates' receipt of payments made by the Washington franchisee.

21. In Section 7.03 ("Modifications to the Weichert System") of the Franchise Agreement, in subsection (D), all sentences after the first sentence will not apply in Washington.

22. The franchisee's obligations to indemnify, reimburse, and hold harmless referenced in Section 7.16 of the Franchise Agreement do not extend to liabilities caused by the Indemnitees' negligence, willful misconduct, strict liability, or fraud.

23. Section 14 ("Assignment; Right of First Refusal") of the Franchise Agreement is modified to expressly state that the Franchisor may not unreasonably withhold its consent to transfer.

24. In Section 14 ("Assignment; Right of First Refusal"), the following language in Section 14.01(A)(1) and (B) of the Franchise Agreement will not apply in Washington:

> You specifically waive all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

7. In Section 7.16 of the Franchise Agreement ("Indemnification"), subsection (B), the word "intentional" is deleted before "willful misconduct."

8. In Section 12.03 of the Franchise Agreement ("Enforcement of Covenants Not to Compete"), and Section 9 in Exhibit C thereof (the Confidentiality/Non-Compete Agreement), the words "conclusively be" are deleted before the word "presumed".

9. Section 18.01(B) of the Franchise Agreement is modified to remove the Marketing Fees from the liquidated damages calculation and reduce the liquidated damages calculation term to equal the lessor of two years or the remainder of the Franchise Agreement.

10. In Section 18.01 of the Franchise Agreement, the italicized language stated within the language quoted below is deleted:

> We and you recognize the difficulty of ascertaining damages to us resulting from premature termination of this Agreement before its expiration. For this reason, we ***and you*** have provided for liquidated damages, representing our ***and your*** best estimate as to the damages arising from the circumstances in which they are provided and which are only damages for the future profits lost to us due to the premature termination of this Agreement before its expiration, and not a penalty or as damages for breaching this Agreement, or in lieu of any other payment or remedy. [***emphasis added***]

11. Section 21.01 of the Franchise Agreement ("Notice of Our Alleged Breach") may not be enforceable.

12. Section 23.01 of the Franchise Agreement ("Our Withholding of Consent – Your Exclusive Remedy") will not apply in Washington.

13. Section 31.02 of the Franchise Agreement ("Your Acknowledgments") will not apply in Washington.

14. In Section 32.01 (Submission of Agreement) of the Franchise Agreement, the first sentence is deleted with respect to franchises in the State of Washington (that is, the sentence that contains the words "merely as an exhibit to our Franchise Disclosure Document (and not to you individually)").

15. The following language will not apply to Washington franchisees: In Section 28.07 where it states the franchisee waives and covenants to never seek punitive damages, and in Section 28.01(D) where it states "The arbitrator may not…assess punitive, speculative, or exemplary damages…"

16. This Washington Addendum to Franchise Agreement applies to the software license and sublicense agreements, the confidentiality and non-compete agreement, the personal guarantee agreement, the general release agreements, the local brokers council by-laws agreement, and all related agreements.

17. The Franchisor will defer collection of all initial franchise fees until the Franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Each of the undersigned does hereby acknowledge receipt of this addendum.

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions will supersede and apply:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Franchise Agreement.

2. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and 60 days to remedy claimed deficiencies, will supersede the requirements of Article 17 of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

3. 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.

4. This Addendum may be executed in counterparts, which together shall constitute one and the same instrument. Signatures via DocuSign, .PDF file, facsimile, or other electronic format have the same force and effect as originals.

Dated:_____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____

EXHIBIT A

INITIAL FRANCHISE FEE; ADDITIONAL OFFICE FEE; FRANCHISED TERRITORY; MINIMUM MONTHLY CONTINUING ROYALTY; MINIMUM AND MAXIMUM MONTHLY MARKETING FEES; RESPONSIBLE REAL ESTATE BROKER; INITIAL OFFICE LOCATION; ADDITIONAL OFFICE LOCATIONS; INITIAL OFFICE IMPACT DATE(S); FRANCHISEE CONVERSION PACKAGE; GUARANTORS; ACTIVE DOMAIN NAMES AND E-MAIL ADDRESSES; ACTIVE TELEPHONE NUMBERS; ANNUAL MINIMUM PERFORMANCE INCREASE REQUIREMENT; ASSUMED BUSINESS NAME

1. RESPONSIBLE BROKER: The Responsible Real Estate Broker as defined in Section 1.03 of the Franchise Agreement will be _____.

2. INITIAL OFFICE:

   2.1. FRANCHISE FEE: The initial Franchise Fee as defined in Section 4.01 of the Franchise Agreement will be _____

   2.2. INITIAL OFFICE IMPACT DATE: The required Impact Date for the Initial office pursuant to Section 7.01 of the Franchise Agreement is _____

   2.3. LOCATION: The Office Location for the Initial Office as defined in Section 5.01 of the Franchise Agreement will be _____.

   2.4. TERRITORY: The franchised Territory as defined in Section 2.01 of the Franchise Agreement will consist of _____.

3. ADDITIONAL OFFICE(S):

   3.1. FRANCHISE FEE: The additional Franchise Fee as defined in Section 4.02 of the Franchise Agreement will be _____ for each Additional Office location.

   3.2. IMPACT DATE: The required Impact Date for the Additional Office pursuant to Section 7.01 of the Franchise Agreement is _____.

   3.3. LOCATION: The Office Location for the Additional Office as defined in Section 5.01 of the Franchise Agreement will be _____

   3.4. TERRITORY: The Additional Office Territory as defined in Section 2.01 of the Franchise Agreement will consist of _____.

4. MINIMUM PERFORMANCE: You acknowledge that achievement of the Annual Minimum Performance Increase Requirement set forth in Section 2.03 for each Calendar Year commencing with Calendar Year 2 is a precondition to your retaining the territorial rights within the Territory granted by the Franchise Agreement.

5. MINIMUM ROYALTY: The current Minimum Monthly Continuing Royalty per Office as defined in Section 4.04 of the Franchise Agreement will be as follows: Beginning in your 3rd month until the end of your 24th month after your Start Date, $1,000 per Office per month. Beginning the 25th month following your Start Date and for the rest of the Term, $1,500 per Office per month. The Minimum Annual Continuing Royalty is subject to change as set forth in Section 4.04 of the Franchise Agreement.

6. PERSONAL GUARANTEE: The names of person(s) and/or entity(s) who must execute a Guarantee simultaneously with your execution of the Franchise Agreement pursuant to Section 29.01 of the Franchise Agreement are _____.

7. MINIMUM AND MAXIMUM MONTHLY MARKETING FEES: The current Minimum Monthly Marketing Fee as defined in Section 4.06 of the Franchise Agreement will be _____and the current Maximum Monthly Marketing Fee will be _____. The Minimum and

Maximum Monthly Marketing Fees are subject to change as set forth in Section 4.06 of the Franchise Agreement.

8. LONG STANDING WWW ADDRESSES: The active domain names and/or e-mail addresses (if any) which you represent that you have continuously utilized for the 24 months or more preceding your execution of the Franchise Agreement in promoting your office and real estate business pursuant to Section 7.10 are _____.

9. LONG STANDING PHONE NUMBERS: The active telephone numbers (if any) which you represent that you have continuously utilized for the 24 months or more preceding your execution of the Franchise Agreement in promoting your office and real estate business pursuant to Section 18.02 are _____.

10. FRANCHISEE FORM OF ENTITY, APPROVED DBA AND OWNERSHIP OF FRANCHISEE (if not a Sole Proprietorship): Entity Type: _____.
The following are all of the individuals who own 10% or more of the Franchisee identified in the Franchise Agreement. Your business name is subject to our approval and you agree to your approved business name pursuant to Section 15.05 of the Franchise Agreement,

Name(s)	Ownership Percentage	Type of Equity Interest	Office Held (Title)

11. FRANCHISEE CONVERSION PACKAGE: The Franchisee Conversion Package will consist of _____.

EXHIBIT B

PROPRIETARY MARKS

PROPRIETARY MARKS

The Proprietary Marks (as defined in Section 1.02) granted to you under the Franchise Agreement will consist of the Proprietary Mark “WEICHERT,” together with those additional Proprietary Marks which we may later designate in writing (in our Operations Manual or otherwise).

EXHIBIT C
CONFIDENTIALITY/NON-COMPETITION AGREEMENT

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

CLASSIFICATION: _____

(Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

_____ ("Franchisee") is a franchise of Weichert Real Estate Affiliates, Inc. ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated _____ (the "Franchise Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

2. I agree that during the term of my employment by, ownership participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor which may be communicated to me ("Confidential Information"), and I will not divert any business to competitors of Franchisee and/or Franchisor.

3. Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others, but in no event through any act of mine.

4. I specifically understand that, without limitation, the following have been deemed to constitute Confidential Information of Franchisor: the Weichert System and all Services, Ancillary Services, Ancillary Products, programs, products, equipment, technologies, policies, standards, requirements, criteria and procedures that now or in the future are part of the Weichert System; Franchisor's Operations Manual; Supplements and amendments to the Operations Manual; all procedures, systems, techniques and activities employed by Franchisor or by Franchisee in the course of offering, selling and furnishing Services, Ancillary Services, programs and products from or at the franchised Offices and Business; all commission and/or pricing paradigms established by Franchisor or by Franchisee; all of Franchisor's and/or Franchisee's sources (or prospective sources) of supply, and all information pertaining to same (including, without limitation, wholesale pricing structures); specifications for Office design, decor, equipment, signage and appurtenance; the computer and hardware and software utilized by us and you; all information pertaining to Franchisor's and/or Franchisee's advertising, marketing, promotion and merchandising campaigns, philosophies, materials, specifications and procedures; Franchisor's and Franchisee's computer network Web sites, and all information posted on or

received at the Web sites; all Franchisor's and Franchisee's instructional materials; quality assurance programs; supervision systems; recommended services; recordkeeping, bookkeeping and accounting systems and materials; revenue reports; activity schedules; job descriptions; records pertaining to clients; business forms; general operations materials; revenue reports; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the Weichert System; additions to, deletions from, and modifications and variations of the components of the Weichert System or the systems and methods of operations which Franchisor employs now or in the future, including all related standards and specifications and the means and manner of offering and selling them; and, all other components, specifications, standards, requirements and duties which Franchisor or its Affiliates impose.

5. I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make the them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Franchisee (as the case may be) all materials, books, records, and manuals considered confidential under this Agreement which are in my possession.

6. I further agree that during the term of my employment/service/association/ownership participation, so long as the Franchise Agreement or any Renewal Franchise Agreement is in effect, I will not, directly or indirectly, engage or participate in any other real estate business or any business which engages in any of the activities which the Franchise Agreement contemplates that Franchisee will engage in; or which offers or sells any other service, program, product or component which now or in the future is part of the Weichert System, or any confusingly similar service, program or product (a "Competitive Business"). I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

7. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Franchisee do not control the company in question.

8. It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) the following if they have such an interest: my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity having such an interest, regardless of how many levels or tiers there may be between any such described person or entity and me.

9. I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I

expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information, know-how, methods and procedures. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

10. If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

11. I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New Jersey without recourse to New Jersey (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New Jersey, and if the franchised Business is located outside of New Jersey and the provision would be enforceable under the laws of the state in which the franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New Jersey or any other state, which would not otherwise apply.

12. I agree that I, Franchisor, Franchisee and/or any of their affiliates will resolve any dispute that may arise out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, exclusively in the manner designated in Article 28 of the Franchise Agreement, which is incorporated herein by reference. I hereby waive and covenant never to assert or claim that the dispute resolution provisions in Article 28 of the Franchise Agreement are for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

13. Facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code

IN WITNESS WHEREOF, each of the undersigned has executed this Confidentiality/Non-Competition Agreement effective as of the date of the Franchise Agreement.

_____
(Signature)

_____
(Print Name)

EXHIBIT D
GUARANTEE OF
WEICHERT REAL ESTATE AFFILIATES, INC. FRANCHISE AGREEMENT

GUARANTEE OF
WEICHERT REAL ESTATE AFFILIATES, INC. FRANCHISE AGREEMENT

In consideration of the execution by Franchisor of the Franchise Agreement (the "Franchise Agreement") dated _____, between Weichert Real Estate Affiliates, Inc. ("Franchisor") and _____ ("Franchisee") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

1. If more than one person has executed this Guarantee, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

2. The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

3. The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

4. Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned.

5. Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

6. Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

7. It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

8. This Guarantee is to be exclusively construed in accordance with and/or governed by the law of the State of New Jersey without recourse to New Jersey (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of New Jersey, and if the business franchised under the Franchise Agreement is located

outside of New Jersey and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guarantee is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of New Jersey or any other state, which would not otherwise apply.

9. The undersigned agree that any disputes arising out of or related to this Guarantee or the Franchise Agreement; any breach of the Franchise Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be resolved exclusively in the manner designated in Article 28 of the Franchise Agreement, which is incorporated herein by reference. The undersigned hereby waive and covenant never to assert or claim that the dispute resolution provisions in Article 28 of the Franchise Agreement are for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

10. Guarantor, by signing below, authorizes Franchisor during the term of the Franchise Agreement for any reason, or at any time thereafter in connection with any action by Franchisor to enforce the terms of this Guaranty and/or collect the payment of all amounts and obligations set forth in the Franchise Agreement, to request background and financial information and personal credit history, including verification of credit, employment, assets, and financial history with such credit reporting agency(ies) or other organization(s) as Franchisor may select, and authorizes the release of any and all information and records whether or not confidential, to representatives of Franchisor from such organizations. Guarantor further agrees that he/she will execute (or authorize Franchisor to execute on his/her behalf) all forms, authorizations or other documents that Franchisor concludes in its sole judgment are necessary in order for Franchisor to obtain information pertaining to your credit, employment, assets, and financial history with such credit reporting agency(ies) or other organization(s) as Franchisor may select.

11. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

12. This Guarantee may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Franchise Agreement.

[SIGNATURE PAGES TO FOLLOW ON NEXT PAGE]

GUARANTOR:

_____

By:_____
Name:
Title: Authorized Person

_____
, individually

Home Address: _____

_____

Home Phone No. _____

_____
, individually

Home Address: _____

_____

Home Phone No. _____

EXHIBIT E

GENERAL RELEASE - SUCCESSOR FRANCHISE AGREEMENT

GENERAL RELEASE (SUCCESSOR FRANCHISE AGREEMENT)

To all to whom these Presents shall come or may Concern, Know That _____ [a corporation organized under the laws of the State of _____][an individual domiciled in the State of _____] as RELEASOR, in consideration of the execution by WEICHERT REAL ESTATE AFFILIATES, INC. of a Successor Franchise Agreement continuing the franchise between RELEASOR and WEICHERT REAL ESTATE AFFILIATES, INC. (the "Franchise Agreement"), and other good and valuable consideration, hereby releases and discharges WEICHERT REAL ESTATE AFFILIATES, INC. as RELEASEE; RELEASEE'S corporate parents, subsidiaries or affiliates; and, the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing (in their corporate and individual capacities), along with RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, whether subject under the Franchise Agreement to litigation or arbitration, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE arising out of or related to the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this release is intended to disclaim or require RELEASOR to waive reliance on any representation that RELEASEE made in the Franchise Disclosure Document that RELEASEE provided to RELEASOR; and provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law and/or the Washington Franchise Investment Protection Act (RCW 19.100), and the rules adopted thereunder, are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, 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."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) has *caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on* _____, _____.

RELEASOR

[SEAL]

By_____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

ss.)

COUNTY OF _____)

I CERTIFY that on _____, ____, _____, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the _____ of _____, the entity named in this document;
(b) this document was signed and delivered by the entity as its voluntary act duly authorized by the entity;
(c) this person knows the proper seal of the entity which was affixed to this document; and
(d) this person signed this proof to attest to the truth of these facts.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

(NOTARIAL SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

ss.)

COUNTY OF _____)

I CERTIFY that on _____, ____, _____ _____, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

(NOTARIAL SEAL)

EXHIBIT F

GENERAL RELEASE - ASSIGNMENT

GENERAL RELEASE (ASSIGNMENT)

To all to whom these Presents shall come or may Concern, Know That _____ [a corporation organized under the laws of the State of _____][an individual domiciled in the State of _____] as RELEASOR, in consideration of the consent of WEICHERT REAL ESTATE AFFILIATES, INC. to the Assignment of the Franchise Agreement between RELEASOR and WEICHERT REAL ESTATE AFFILIATES, INC. (the "Franchise Agreement") to _____, and other good and valuable consideration, hereby releases and discharges WEICHERT REAL ESTATE AFFILIATES, INC. as RELEASEE, RELEASEE'S corporate parents, subsidiaries or affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, whether subject under the Franchise Agreement to litigation or arbitration, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this release is intended to disclaim or require RELEASOR to waive reliance on any representation that RELEASEE made in the Franchise Disclosure Document that RELEASEE provided to RELEASOR; and provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law and/or the Washington Franchise Investment Protection Act (RCW 19.100), and the rules adopted thereunder, are excluded from this release, and that all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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, Section 687.4 and 687.5 be satisfied. If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, 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."

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) has *caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on* _____, _____.

RELEASOR:

[SEAL]

By_____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

ss.)

COUNTY OF _____)

I CERTIFY that on _____, ____, _____, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the _____ of _____, the entity named in this document;
(b) this document was signed and delivered by the entity as its voluntary act duly authorized by the entity;
(c) this person knows the proper seal of the entity which was affixed to this document; and
(d) this person signed this proof to attest to the truth of these facts.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

(NOTARIAL SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

ss.)

COUNTY OF _____)

I CERTIFY that on _____, _____, _____ _____, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

(NOTARIAL SEAL)

EXHIBIT G
LIMITED POWER OF ATTORNEY

LIMITED POWER OF ATTORNEY OVER INTELLECTUAL PROPERTY AFTER FRANCHISE AGREEMENT TERMINATION OR EXPIRATION

_____, whose principal address is _____ ("Franchisee") appoints Weichert Real Estate Affiliates, Inc., a Delaware corporation with its principal office at 1625 Route 10E, Morris Plains, New Jersey 07950 ("Franchisor") as its attorney-in-fact TO ACT in the following limited capacities after the termination or expiration of the Franchise Agreement between Franchisee and Franchisor dated _____ (the "Franchise Agreement"):

Following termination or expiration of the Franchise Agreement, in Franchisee's name, place and stead in any way which it could do, if it were personally present, with respect to the following matters:

1. Weichert Trademarks: Take all necessary action to cancel any assumed name or equivalent registration held by Franchisee which contains the service mark "WEICHERT," or any other tradename, trademark and/or service mark of Franchisor or its affiliates, or any variant or confusingly similar name (collectively, the "Weichert Trademarks"), including (without limitation) the execution of all documents in Franchisee's name and on Franchisee's behalf necessary to cause the discontinuance of Franchisee's use of the Weichert Trademarks in any manner.

2. Telephone Numbers: Direct telephone company(ies) or other listing sources to, and execute all necessary documents in Franchisee's name and on Franchisee's behalf to: (a) discontinue Franchisee's use of the Weichert Trademarks in connection with any telephone number listed in any directory or other medium, including those in electronic format or on the world wide web, or (b) if the telephone numbers for Franchisee's formerly-franchised business were not owned prior to Franchisee's acquisition of the franchise conveyed in the Franchise Agreement (as represented in Exhibit A to the Franchise Agreement), transfer such telephone numbers to Franchisor or its designee.

FRANCHISEE GRANTS THIS LIMITED POWER OF ATTORNEY STRICTLY FOR THOSE POWERS ENUMERATED ABOVE, AND FRANCHISOR HAS NO AUTHORITY TO ACT AS FRANCHISEE'S ATTORNEY-IN-FACT FOR ANY OTHER PURPOSE.

Franchisor has the unqualified authority to delegate any or all of powers and abilities granted herein to any persons or entities Franchisor shall select.

Franchisee ratifies and confirms all that Franchisor or its designees do or cause to be done to cause the discontinuance of Franchisee's use of the Weichert Trademarks after the termination or expiration of the Franchise Agreement.

IN WITNESS WHEREOF, Franchisee (if an individual) has executed this LIMITED POWER OF ATTORNEY or (if an entity) has caused this LIMITED POWER OF ATTORNEY to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on _____, _____

FRANCHISEE:

If an entity:

_____
(Name of Entity)

By:_____
(Print Name)

Its_____
(Title)

(Seal)

If an individual:

_____
(Signature)

WITNESS(ES) if required by applicable law or rule:

_____
Print Name: _____

_____
Print Name: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

ss.)

COUNTY OF _____)

I CERTIFY that on _____, _____, _____, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the _____ of _____, the entity named in this document;

(b) this person was duly authorized by the entity to sign and deliver this document on behalf of the entity;

(c) this person knows the proper seal of the entity which was affixed to this document; and

(d) this person duly acknowledged the execution of the document to be the voluntary act and deed of the entity.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

Name:

My Commission expires: _____

(NOTARIAL SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)

ss.)

COUNTY OF _____)

I CERTIFY that on _____, _____, _____, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

Name:

My Commission expires: _____

(NOTARIAL SEAL)

SAMPLE BY-LAWS OF WEICHERT REAL ESTATE AFFILIATES, INC.
LOCAL BROKERS COUNCIL

SAMPLE BY-LAWS OF WEICHERT REAL ESTATE AFFILIATES, INC.
LOCAL BROKERS COUNCIL

1. PURPOSES

1.01 Purposes

The purposes of _____ (the "Corporation"), as set forth in its Certificate of Incorporation, are to provide for and establish marketing, promotion and advertising programs for the Weichert Businesses within the following geographic area _____ _____ the "Council Area"), as defined and established by Weichert Real Estate Affiliates, Inc. (“Weichert”) and, to pay the administrative expenses incidental thereto (directly, or through Weichert). Weichert will have the right to modify boundaries of the Council Area and the membership of this Council and the other Weichert Local Broker Councils from time to time upon notice to the Council members. Unless otherwise specified, all terms shall have those meanings ascribed to them in the Weichert Real Estate Affiliates, Inc. Franchise Agreement.

2. OFFICES

2.01 Registered Office

The Corporation shall establish and maintain a registered office and a registered agent in the State of _____, as required by law, and shall be qualified to conduct business in the State(s) of _____. The Corporation may also establish and maintain offices elsewhere in furtherance of its not-for-profit activities as the Board of Directors (the "Board") of the Corporation may deem appropriate.

3. SEAL

3.01 Seal

The seal of the Corporation shall be in such form as the Board of Directors shall prescribe.

4. MEMBERSHIP

4.01 Qualifications

The Corporation shall have one class of membership. Any Weichert franchisee who operates a Weichert Office located within the Council Area under a franchise granted by Weichert for a Weichert Business shall be eligible for membership in the Corporation, providing that such franchise granted by Weichert is in good standing. "Good standing", for the purpose of the preceding sentence, shall mean that the franchise(s) granted by Weichert to operate the Office(s) in the Council Area has not been terminated and has not expired.

4.02 Admission of Members

Any person, partnership, corporation or other entity eligible for membership shall become a member immediately upon his or its execution of a membership pledge agreement, the form and terms of which shall be established by the Board.

Each new member shall be bound by, observe, participate in and when applicable, contribute to all programs, campaigns, policies and determinations of the Corporation which, by virtue of prior corporate action, are in effect on the date of membership admission.

4.03 Voting Rights of Members

Each member in good standing shall be entitled to one vote for each Weichert Office operated by such member in the Council Area under franchise from Weichert; provided that no member (or group of commonly-controlled members) may have more than 25% of the vote in the Council regardless of the number of Offices owned by the member or group of commonly-controlled members. Notwithstanding anything to the contrary set forth in these By-Laws, if a Weichert Office is operated by two or more co-venturers, such co-venturers collectively, and not individually, shall be entitled to

exercise the voting rights which may arise by virtue thereof; and, for the purpose of determining voting rights hereunder, no individual co-venturer shall be deemed to so operate any such business. The term “Office,” as used in this Agreement, does not include any Administrative, Temporary, Seasonal or Kiosk Offices as those terms are defined in the Franchise Agreement. By way of example, and without limitation, no member will have a vote with respect to any Administrative, Temporary, Seasonal or Kiosk Office and no member will be required to pay dues or assessments with respect to any Administrative, Temporary, Seasonal or Kiosk Office.

4.04 Transfer of Membership

Membership in the Corporation shall not be transferable or assignable.

4.05 Member's Sale of Unit

In the event that a member sells or otherwise transfers his or its Weichert Business and, by virtue thereof, no longer is eligible for membership in the Corporation, such member shall not be liable for any contributions which accrue during the balance of the Corporation's fiscal year from the date that such sale or transfer becomes effective. Upon the purchase of the Weichert Business, the purchaser shall immediately apply for membership in the Corporation and the purchaser's liability for all such contributions shall commence as of the date of purchase. If the transferor has fully paid that members dues for the year; the transferee need pay no dues for that year. The transferee will be responsible for any monthly assessments which have been adopted by the Council before the effective date of the transfer but which the transferor has not yet paid for the month in which the transfer becomes effective, and will be responsible for all monthly assessment payments for assessments adopted before the transfer. Similarly, if the Council has adopted a one-time special assessment (rather than a monthly assessment) before the effective date of the transfer but the transferor has not yet made the special assessment payment, the transferee will become responsible for making the payment.

4.06 Other Associations

Nothing contained herein shall be construed as restricting any member from membership in any other association of Weichert licensees or franchisees.

4.07 Suspension; Expulsion

A member may be suspended for a period, or expelled, for cause, such as for a violation of any of the By-Laws or rules of the Corporation or failure promptly to pay when due duly authorized dues and/or assessments of the Corporation (as provided for in Section 12.01 of these By-Laws) or for conduct prejudicial to the best interests of the Corporation. Suspension or expulsion shall require the affirmative vote of two-thirds of the directors present and voting at a meeting of the Board. Except as set forth below, any suspension or expulsion of any member shall be referred by the Board to the membership for a vote on expulsion and any expulsion shall require the affirmative vote equal to or greater than two-thirds of the votes cast in person or by proxy (as provided by Section 4.03) at the meeting convened *inter alia* to consider such actions. No suspension shall be effective unless a statement of the charges shall have been mailed by registered mail to the member proposed to be suspended or expelled at his or her last known address at least fifteen days before the meeting of membership at which final action on the suspension or expulsion is to be taken. Such notice shall state the time and place where the meeting of the membership is to take place, and shall specify the grounds upon which such suspension or expulsion is sought. The member shall be given an opportunity at the meeting to present any information relevant to the question of suspension or expulsion. A member who is suspended or expelled shall have no recourse or claim against Weichert, the Corporation or any director, officer, employee, agent or member of the Corporation, Weichert or any of Weichert’s Affiliates by reason of such suspension or expulsion and shall remain liable for all contributions due and owing prior to the date on which the membership votes to suspend or expel the member. Notwithstanding anything to the contrary set forth above, if a member no longer has a franchise in good standing to operate a Weichert Office in the Council Area (as defined by Section 4.01 of these By-Laws), expulsion of such member shall be automatic and shall not require a meeting or vote of the Board or of the membership.

4.08 Reinstatement

A. Any former member may, by written request delivered to and filed with the Secretary of the Corporation, make application to the Board of Directors for reinstatement as a member of the Corporation.

B. The Board of Directors, by a vote of two-thirds of the entire membership of the Board, may reinstate such former member to membership at any time upon such terms as the Board of Directors, in its discretion, deems appropriate, subject to the conditions precedent in sub-section C, below.

C. As conditions precedent to the restoration of membership: (i) the former member must be eligible for membership as provided in Section 4.03 of these By-Laws, and (ii) the Board of Directors may provide for the payment of contributions which accrued during the intervening period between resignation, suspension or expulsion and reinstatement.

5. MEETINGS OF MEMBERS

5.01 Place of Meeting

Meetings of the membership of the Corporation shall be held at such place(s) within the Council Area as may be fixed by the Board as the place(s) of meeting for any quarterly, special, or annual meeting.

5.02 Weichert Representative

A representative of Weichert must attend all meetings of the Council, of the Board and of any committee or other subgroup of the Council members. The Weichert representative will not have a vote in any such meetings, but Weichert will have the right to veto any Council action, which veto may be imposed by the Weichert representative at the meeting or by Weichert within two weeks following the meeting in question.

5.03 Quarterly Meetings

Meetings of the membership of the Corporation shall be held quarterly in each of the following months; September, December, March and June, at such times and places as shall be designated by the Board and approved in advance by Weichert, the intention of these By-Laws being to make it convenient for Weichert's representative to attend each such meeting. If the scheduled date of any such meeting is a legal holiday, the meeting shall be held on the next succeeding business day not a legal holiday.

5.04 Annual Meeting

The annual meeting of the membership, for the election of directors and the transaction of any other business which may be lawfully brought before the meeting, shall be held at nine o'clock A.M. in the first week in September of each year on such date during that week and at such place as shall be designated by the Board and approved in advance by Weichert, the intention of these By-Laws being to make it convenient for Weichert's representative to attend each such meeting. If for any reason such meeting is not held at the time fixed therefor, such election may be held at a subsequent meeting called for that purpose.

5.05 Special Meetings

Special meetings of the membership may be called by a majority of the Board of Directors or by written demand of not less than one-fourth of the membership of the Corporation entitled to vote at such meeting.

5.06 Notice of Meetings; Waiver of Notice

Written notice of each meeting of the membership of the Corporation shall be given by the Secretary to each member and to the Weichert representative who has been designated by Weichert from time to time to receive such notice. Each notice of meeting shall be given, personally or by mail, not less than five nor more than thirty days before the meeting, and shall state the time and place of

the meeting, and, unless it is the annual meeting or a quarterly meeting, shall state at whose direction the meeting is called and the purpose(s) for which it is called. If mailed, notice shall be considered given when mailed to a member at his or its last known address on the Corporation's records. Notice need not be given to any member who submits a signed waiver of notice before or after the meeting, or who attends the meeting without protesting before the end of the meeting the lack of notice to him or it.

5.07 Organization

At every meeting of the membership, the Chairman of the Board, or in his absence a Vice President, or in the absence of the Chairman and all of the Vice Presidents, a chairman chosen by the members, shall act as chairman; and the Secretary, or in his absence, a person appointed by the chairman, shall act as secretary.

5.08 Quorum

The presence, in person or by written proxy, of members entitled to cast at least a majority of the votes which all members are entitled to cast shall constitute a quorum. A quorum once having been constituted for a meeting, whether monthly, annual, special, shall be deemed to continue until such meeting is adjourned. In the absence of a quorum, any officer entitled to preside at or to act as secretary of the meeting may adjourn the meeting until a quorum is present. At any adjourned meeting at which a quorum is present, any action may be taken which might have been taken at the meeting as originally called.

5.09 Voting

A. All matters voted upon by membership shall be decided on the basis of one Office, one vote, by the vote of two-thirds of the votes cast by those members voting in person or by written proxy, except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws; provided that no member (or group of commonly-controlled members) may have more than 25% of any vote regardless of the number of Offices owned by the member or group of commonly-controlled members. Any member may request that a roll call vote be taken with respect to the vote on any issue.

B. When electing directors, each member shall be entitled to cast the number of votes as shall equal the number of votes he or it is allocated under Section 4.03 of these By-Laws multiplied by the number of directors to be elected (for which such member's votes are eligible), and each member may cast all such votes for a single director or may distribute them among some or all of the number of directors to be elected, as said member sees fit.

C. The chairman at any meeting of the membership may, in his discretion, appoint one or more persons to act as inspectors or tellers, to receive, canvass and report the votes cast by the membership at such meeting provided, however, that no candidate for the office of director shall be appointed an inspector or teller at any meeting for the election of directors. The use of written ballots shall not be required for valid action to be taken at any meeting of the members.

D. At any meeting of the members (except those held pursuant to Section 5.05 of these By-Laws), any member may vote by written proxy. All proxies must be submitted to the Secretary of the Corporation, or, in his absence, any person appointed to act as secretary, at or before the meeting for which said proxies are given.

5.10 Participation in Meetings

One or more members may participate in a meeting of the membership by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. The membership may designate one member to act as Sergeant of Arms at any meeting of members, and the individual so designated shall have the right to expel disorderly members and refuse admittance to non-members.

5.11 Action by Members Without Formal Meeting

Any action required to be taken at a meeting of the members of the Corporation (except for the election of Directors), or any other action which may or might be taken at a meeting of members, may be taken without a meeting if a written consent setting forth, with specificity, the action to be taken is

signed by members who, in the aggregate, possess two-thirds of total membership votes, as calculated in Section 5.08 above. The Weichert representative designated for that purpose by Weichert must notified before any such action may be taken; said Weichert representative must be immediately informed in writing of the action so approved; and, Weichert will have the right to veto any such action within two weeks of its representative's receiving written notice the action in question.

5.12 Discussion by Members

At any meeting, no member shall speak longer than five minutes at any one time, except with the approval of a majority vote of the members present.

5.13 Order of Weichert Business

The order of business at meetings of members shall be as follows:

1. Attendance Record.
2. Proof of Notice of Meeting or Waiver of Notice.
3. Reading of Minutes of Preceding Meeting.
4. Report of Board.
5. Election of Board (where appropriate).
6. Old Weichert Business.
7. New Weichert Business.
8. Adjournment.

6. BOARD OF DIRECTORS

6.01 General Powers

The property and affairs of the Corporation shall be managed by the Board of Directors subject, however, to the understanding that all major issues, questions and policy determinations shall, if feasible or appropriate, first be submitted to and voted upon by members at any quarterly, annual, or special meeting, and that all actions by the Board or the members will be subject to Weichert's veto as provided above. The powers of the Board shall include, but shall not be limited to:

(a) appointment of subordinate officers and employees of the Corporation;

(b) development, with the assistance of such committees as the Board shall deem advisable, of policies and programs designed to promote the purposes for which the Corporation was formed;

(c) establishment and preparation of budgets, including an annual budget, to be proposed to and voted upon by the membership to effectuate those programs, activities and functions of the Corporation;

(d) expenditure of up to $10,000, without membership approval, where action to the advantage of the Corporation must be undertaken expeditiously and, in the given circumstances, time is of the essence and procuring membership approval is not feasible; and,

(e) establishment of the Corporation's office and preparation of its administrative budget.

6.02 Number, Qualification, Election and Term of Directors

The Board shall consist of five directors, each of whom shall be at least 21 years old. Each such director shall himself be a member, and shall be elected by members. At the initial election of directors, the term of two directors shall be for one year and the term of three directors shall be for two years. At each succeeding annual election, the members shall elect one director to succeed to the offices of each director whose term has expired; provided, however, that if so elected, directors may succeed themselves. Subsequent to the initial terms of directors provided for herein, directors shall hold office for a term of three years (unless elected to succeed themselves) and until the election of their respective successors.

6.03 Quorum and Manner of Acting

A majority of the entire Board shall constitute a quorum for the transaction of business at any meeting. A quorum once having been constituted for a meeting shall be deemed to continue until such meeting is adjourned. Action by the Board shall be authorized by the affirmative vote of at least two-thirds of the directors present entitled to vote, even if such vote constitutes less than a majority of the votes which all directors would be entitled to cast. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum is present.

6.04 Place of Meetings

Meetings of the Board shall be held within the Council Area.

6.05 Annual and Quarterly Meetings

Annual meetings of the Board shall be held either: (a) without notice immediately after the annual meeting of the membership, and at the same place, or (b) as soon as practicable after the annual meeting of the membership, on notice as provided above in Section 6.07 of these By-Laws. Quarterly meetings of the Board shall be held without formal notice immediately after the quarterly meeting of members, and at the same place, or at such times and places as the Board determines by prior written notice. If the day fixed for a regular meeting is a legal holiday, the meeting shall be held on the next succeeding business day not a legal holiday.

6.06 Special Meetings

Special meetings of the Board may be called by the Chairman of the Board or by any two (2) of the directors. Only business related to the purposes set forth in the notice of the meeting may be transacted at such a special meeting.

6.07 Notice of Meetings; Waiver of Notice

Notice of the time and place of each special meeting of the Board, and of each annual or quarterly meeting not held immediately after the respective meetings of the membership and at the same place, shall be given to each director at least 10 days before the meeting or, with regard to special meetings only, by delivering or telephoning or telegraphing notice to him at least two (2) hours before the meeting. Notice need not be given to any director who submits a signed waiver of notice before or after the meeting, or who attends the meeting without protesting before the end of the meeting the lack of notice to him.

6.08 Action Without a Meeting.

Unless specifically prohibited by statute, the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the Board. Such written consent or consents shall be filed with the minutes or proceedings of the Board or committee. The written consent of Weichert must be obtained before any such action may be taken; a Weichert representative designated for that purpose by Weichert must be immediately informed in writing of the action taken; and, Weichert will have the right to veto any such action within two weeks of Weichert's receiving written notice the action in question.

6.09 Telephone Meeting.

Any or all of the Directors may participate in a meeting of the Board by means of a telephone conference or any other means of communication by which all persons participating in the meeting are able to hear and speak with each other. A representative of Weichert must participate in all such meetings.

6.10 Resignation and Removal of Directors

Any director may resign at any time. Any or all of the directors may be removed at any time by a vote of two-thirds of all of the members of that director's geographic region (voting on a one Office, one vote basis, with the limits on the votes of one member or commonly-controlled members provided in Section 4.03); provided, however, in the event that the membership of a director has been

terminated, has expired or does not otherwise subsist, such director shall, for all purposes be deemed removed from the Board effective simultaneously with the effective date of expulsion or suspension of such director's membership.

6.11 Vacancies

Any vacancy in the Board, including one created by an increase in the number of directors, may be filled for the unexpired term by a majority vote of the members present and voting at a meeting of members.

6.12 Annual Report of Directors

The Board of Directors shall present at each annual meeting of members its report, which shall set forth the statements and shall be verified or certified in the manner prescribed by Section 519 of the Not-for-Profit-Corporation Law of the State of New York. Such report shall be filed with the records of the corporation and either a copy or an abstract of such annual report shall be distributed or available for distribution at each annual meeting of members.

7. COMMITTEES

7.01 Committees

The Board, by resolution adopted by a majority of the entire Board, may designate such committees composed of directors, members who are not directors, or a combination of both, to serve at the Board's pleasure, with such powers and duties and for such purposes as the Board determines.

8. OFFICERS

8.01 Number

The officers of the Corporation shall be the President, one or more Vice Presidents, a Secretary, and a Treasurer. Not more than one office may be held by the same person or entity, except that the Secretary and Treasurer may be a single person or entity . A director may serve as an officer of the Corporation.

8.02 Appointment; Term of Office

The officers of the Corporation shall be appointed annually by the Board and shall hold office for two years and until the next annual meeting of the membership following the end of the second year and the appointment and qualification of his or her successor. Immediately after election of the Board, the directors shall appoint a Chairman of the Board, who shall thereafter by appointed by the Board to serve as President of the Corporation throughout his or her term. Immediately thereafter all other officers shall also be appointed by the Board of Directors.

8.03 Resignation and Removal of Officers

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any officer appointed by the Board may be removed either with or without cause by a vote of two-thirds of the members of the Board present and voting at any meeting of the Board.

8.04 Vacancies

A vacancy in any office may be filled for the unexpired term in the manner prescribed in these By-Laws for appointment to that office.

8.05 The President

The president, who shall be a director, shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board and of the membership. Subject to the control of the Board, he shall have general supervision over the business of the Corporation and shall have such other powers and duties as presidents of corporations usually have or as the Board assigns to him. The President will also serve as the Council’s representative to any Regional Advisory Council established by Weichert.

8.06 Vice President

Each Vice President shall have such powers and duties as the Board or the President assigns to him.

8.07 The Treasurer

The Treasurer shall be the chief financial officer of the Corporation and shall be in charge of the Corporation's books and accounts. Subject to the control of the Board, he shall have such other powers and duties as the Board or the President assigns to him or her.

8.08 The Secretary

The Secretary shall be the secretary of, and keep the minutes of, all meetings of the Board and of the members; shall be responsible for giving notice of all meetings of the membership and of the Board; and, shall keep the Corporation's seal and, when authorized by the Board, shall apply it to any instrument requiring it. Subject to the control of the Board, he or she shall have such other powers and duties as the Board or the President assigns to him or her. The Board may, in its discretion, appoint an Assistant Secretary who shall possess and discharge such powers and duties as the Board may prescribe. In the absence of the Secretary from any meeting, the minutes shall be kept by the person appointed for that purpose by the chairman of the Board.

9. CORPORATE FUNDS

9.01 General Use of Funds

Council funds (including, without limitation, dues, special assessments, and any funds transferred by Weichert to the Council from the Local Marketing Fund) shall be expended for any and all or a combination of the following purposes: (i) development of advertising ideas and concepts; (ii) development of market research and merchandising programs; (iii) preparation of advertising campaigns; (iv) development of promotional ideas and strategies; (v) preparation of collateral creative materials; (vi) preparation of advertisements; (vii) placing and paying for Council marketing and advertising; (viii) planning, negotiating, contracting and trafficking all media programs; (viii) employing advertising agencies to assist in the above activities and securing other technical and professional advice in connection with the above; (x) other public relations; (xi) sales rallies, awards banquets, special promotions and other such marketing and promotional activities; (xii) reimbursement of reasonable travel and lodging costs of the Council’s elected or appointed representative to any Regional Advisory Councils; and, (xiii) administration of the Council, including legal and accounting services. It will not be a requirement that expenditures made by the Council be proportionate to the contributions of any member.

It shall be required that all, or as great a percentage as practicable, of the funds received in any given fiscal year by the Corporation from its members be expended for the above purposes during that fiscal year.

9.02 Contracts

The Board of Directors, after having first secured the approval of the membership (when feasible and appropriate) may, from time to time, authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, and singly or jointly or in any other manner, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

9.03 Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

9.04 Deposits

All funds of the Corporation shall be promptly deposited, from time to time, to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

9.05 Gifts

The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

10. MEMBERSHIP CERTIFICATES

10.01 Membership Certificates

The Board may provide for the issuance of membership certificates evidencing status as a member in the Corporation, which certificates shall be in such form as determined by the Board; shall be non-transferable; and, shall bear on the face thereof, a conspicuous notation that the Corporation is a not-for-profit corporation and that the membership certificate is non-transferable. Such certificates shall be signed by the President or a Vice-President and by the Secretary or any Assistant Secretary and shall be sealed with the seal of the Corporation. The name, address and location of the Weichert Office(s) of each member and the date of issuance of the certificate shall be entered on the records of the Corporation. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor, upon such terms and conditions as the Board may determine.

11. BOOKS AND RECORDS

11.01 Books and Records

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its membership, its Board of Directors and any committees having any of the authority of the board, and shall also keep a record bearing the names and addresses of Corporation members. All books and records of the Corporation shall be kept at the registered office or principal office of the Corporation and shall not be removed from such place except as necessary for purposes of auditing such books and records. All books and records of the Corporation may be inspected by any member or anyone authorized by law or contract for any proper purpose at any reasonable time, upon the giving of prior written notice to the President, Treasurer or Secretary or such other officer or person as the Board may determine.

11.02 Audits

Immediately following the close of each fiscal year, the Corporation shall authorize an audit of its books and records to be made either by an Audit Committee or by an outside auditor chosen by the Board; provided, however, that no officer or director of the Corporation, acting as such during the audited period, shall be chosen as a member of the Audit Committee. Such reports of audits shall be presented to the Board as soon as practicable, which will, in turn, present such reports to the members of the Corporation at the next regular meeting, or at a special meeting if deemed necessary by the Board.

12. PAYMENTS BY MEMBERS

12.01 Amount and Payment of Dues and Assessments

The annual dues which each member shall pay to the Corporation shall be $300; provided, however, that the amount of the annual dues shall be subject to modification by the Board from time-to-time as the Board deems appropriate, provided that the annual dues shall consist of not less than $300 per year per member nor more than $2,000 per year per member unless other limits are established by a two-thirds vote of the members of the Council voting on a one Office, one vote basis as provided by Section 4.03 and subject to the proviso of Section 4.03 regarding the 25% limit on any member or group of commonly-controlled members. In addition to the annual dues, the members may impose, by a two-thirds vote of the members (voting as provided by Section 4.03 with the 25% limit provided in Section 4.03), special assessments for marketing, advertising and promotional purposes, in

amounts no greater than a total of $500 per Office per month, unless this maximum annual assessment is changed by a two-thirds vote of the members. Unless otherwise prescribed by the Board, all monthly assessments shall be due and payable the fifteenth day of each month for the preceding month.

12.02 Fines and Penalties

The Board shall have the power to impose such fines and/or penalties upon any member, as the Board, in its sole discretion, deems appropriate as a result of a member's violation of any of the By-Laws or rules of the Corporation or failure promptly to pay when due duly authorized dues and/or special assessments of the Corporation, or for conduct prejudicial to the Corporation. Any such fines and/or penalties shall be due and payable on such terms as are fixed by the Board.

12.03 Default and Termination of Membership

When any member shall be in default in the payment of any fees, dues, assessments, fines or penalties for a period of 60 days from the beginning of the period for which such amounts become payable, his or its membership may thereupon be terminated in the manner provided in Section 4.07 of these By-Laws. In addition, such default may result in termination of the member's rights under the member's Franchise Agreement.

12.04 Payments Non-Refundable

Except upon the affirmative vote of two-thirds percent of the members present and voting in person or by proxy (pursuant to the provisions of Section 4.03) at any meeting of members, no member shall be entitled to a refund of any part of the dues, assessments, fines and/or penalties paid by such member to the Corporation.

13. INDEMNIFICATION OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

13.01 Right to Indemnification

The Corporation shall indemnify any person who is or was a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, or member of a committee of the Corporation as follows:

A. If the action, suit or proceeding is not by or in the right of the Corporation:

(1) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith to the extent that he has been successful on the merits or otherwise in defense of such action, suit or proceeding, or of any claim, issue or matter therein, and

(2) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. If the action, suit or proceeding is by or in the right of the Corporation:

(1) against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith to the extent that he has been successful on the

merits or otherwise in defense of such action, suit or proceeding, of any claim, issue or matter therein, and

(2) against expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement thereof if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have adjudged to be liable to the Corporation for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court of record of the county in which the registered office of the Corporation is located or the court in which such action, suit, or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity.

13.02 Procedure to be Followed

Any indemnification under paragraph (a)(2) or (b)(2) of Section 13.01 above (unless ordered by a court or made pursuant to a determination by a court as hereinafter provided) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, committee member or any other person who qualifies for indemnification under this Article 13 is proper under the circumstances because he has satisfied the requirements for indemnification as set forth in paragraphs A.(2) or B.(2) of Section 13.01 of these By-Laws, as the case may be. This determination shall be made (a) by independent legal counsel not in the employ of the Corporation in a written opinion, or (b) by the membership. In the absence of a determination that indemnification is proper as aforesaid, the director, officer, committee member, or other qualifying person may make application to a court of the county in which the registered office of the Corporation is located or the court in which the action, suit or proceeding was brought, which shall determine whether the trustee, officer, committee member or other qualifying person has met the applicable requirements for indemnification. If the court shall determine that indemnification is proper, indemnification shall be made under such paragraphs A.(2) or B.(2) of Section 13.01 of these By-Laws, as the case may be.

13.03 Payment of Expenses in Advance

Expenses incurred in defending an action, suit or proceeding referred to in Section 13.01 of these By-Laws may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the membership or by a court, in the manner provided in Section 13.02 of these By-Laws, upon receipt of an undertaking by or on behalf of the director, officer, committee member or other qualifying person (regardless of his financial responsibility) to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article 13.

13.04 Other Rights

The indemnification provided by these By-Laws shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any agreement, vote of members, or otherwise both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs, executors and administrators of such a person.

13.05 Insurance

The Corporation shall have the power to purchase and maintain on behalf of any person who is or was a director, officer, committee member, employee or agent of the Corporation insurance against any liability asserted against him and incurred by him in any such capacity, or arising out of his status

as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these By-Laws.

14. NOTICE

14.01 Notice

Any notice required to be given to any member, director, or officer under the provisions of these By-Laws, or otherwise, shall be in writing and shall (subject to the provisions of law, these By-Laws, and the Certificate of Incorporation of the Corporation) be deemed to be sufficiently given if such notice is delivered to such member, director or officer in person (and receipted on a copy of such notice) or mailed, faxed or telegraphed to such member, director or officer at his or its address, as the same appears on the books of the Corporation.

14.02 Waiver of Notice

Any notice required to be given under the provisions of these By-Laws, or otherwise, may (subject to the provisions of law and the Certificate of Incorporation of this Corporation), be waived by the member, director, or officer to whom such notice is required to be given.

15. AMENDMENT OF BY-LAWS

15.01 Amendment

Any or all of the provisions of these By-Laws, whether contractual in nature or merely regulatory of the internal affairs of the Corporation, may be amended or repealed by vote of the members entitled to cast at least two-thirds of the votes which all members are entitled to cast thereon, at any regular or special meeting duly convened after notice of such purpose to the members; provided (a) that no member (or group of commonly-controlled members) may have more than 25% of the vote in the Council regardless of the number of Offices owned by the member or group of commonly-controlled members; (b) that a Weichert representative must attend any such meeting; and, (c) that Weichert but Weichert will have the right to veto any such amendment or repeal, which veto may be imposed by the Weichert representative at the meeting or by Weichert within two weeks following the meeting.

MYWEICHERT NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT

THIS NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT (***"License Agreement"***) is made and entered into this ___ day of _____, __ **(*"Effective Date"*)** between WEICHERT REAL ESTATE AFFILIATES, INC., a Delaware corporation, with its principal office at 1625 Route 10E, Morris Plains, New Jersey 07950 **(*"Licensor"*)** and

_____, (***"Licensee"***).
(Print Name of Licensee)

a _____,
(Print state of formation/organization and entity type)

with its principal address at: _____
Street Address

_____
City

_____
State and Zip Code

WHEREAS, Licensee and Licensor entered into that Weichert Franchise Agreement dated _____ _____ (as amended, modified, supplemented or restated from time to time, the ***"Franchise Agreement"***; capitalized terms used herein shall have the meanings ascribed thereto in the Franchise Agreement unless otherwise defined therein), and among other things Licensor granted Licensee the right and obligation to operate a Weichert® Business known as _____ _____.

WHEREAS, Section 7.08(D) of the Franchise Agreement provides, among other things, that Licensor will provide the base version of the proprietary software developed by Licensor to Licensee at no charge; Licensee agrees to install and use the proprietary software in connection with its operation of the franchised Business; and, Licensee agrees to sign Licensor's standard, then-current form of Software License Agreement;

WHEREAS, InsideRE, LLC. ***("IRE")*** and all other companies owned by **IRE** ***("Vendors")*** have granted a non-exclusive license (the ***"Master License"***) to certain components and services of myWeichert (defined in Section 1 below) to Weichert Co. and its Affiliates (as defined in Section 10(g) below), including Weichert Real Estate Affiliates, Inc. (collectively, ***"Weichert")***, and any Master License granted to Weichert permits Weichert to sublicense certain components and services of myWeichert to Authorized Users (defined in Section 3(c) below) of: (i) independently owned and operated WEICHERT® franchised offices; and (ii) real brokerage companies affiliated with Weichert that do business as "Weichert, Realtors®";

WHEREAS, Licensor will provide myWeichert as described in Exhibit A to Licensee subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE**

a. **Grant of License**. Licensor grants to Licensee a nontransferable, nonexclusive right (the ***"License"***) during the term of this License Agreement to use those computer programs, software, system documentation manuals and other materials described in Exhibit A (hereinafter collectively referred to as ***"myWeichert"***) supplied by Licensor to Licensee, solely in connection with the operation of Licensee's franchised Business as required under Section 7.08(D) of the Franchise Agreement and the operations of its Authorized Users subject to the terms and provisions of this License Agreement.

b. **Revisions, Additions and Deletions**. Licensor may, from time to time, revise myWeichert or any part of myWeichert. In doing so, Licensor incurs no obligation to furnish these revisions to Licensee. Licensor reserves the right to add, change and/or delete, at its sole option, myWeichert in its entirety or any or all applications, programs, components and/or features of myWeichert.

c. **Rights of Licensor**. Licensee recognizes that Licensor is supplying myWeichert and all additional materials and information, including but not limited to all processes, ideas, data and printed material, to Licensee subject to Licensor's proprietary rights. Licensee agrees with Licensor that myWeichert and all information and/or data supplied by Licensor in any form, including but not limited to machine-readable and/or printed form, are trade secrets of Licensor, are protected by civil and criminal law, and by the law of copyright, are very valuable to Licensor, and that their use and disclosure must be carefully and continuously controlled.

d. **Title**. Licensor retains title to myWeichert, the system documentation manuals, and/or additional materials and information furnished by Licensor in any form (including but not limited to object, machine-readable and/or printed form). Licensee agrees to keep every item to which Licensor retains title free and clear of all claims, liens and encumbrances except those of Licensor. Any act of Licensee, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item will be void.

e. **In-Office Support**. The Licensee shall designate in writing to the Licensor within five (5) business days of the Effective Date of this License Agreement: (i) one or more employees (staff, sales associates, etc.) for purposes of coordinating and implementing myWeichert and activities contemplated by this License Agreement, including, but not limited to acting as a first line of support to Licensee's Authorized Users (each, an *In-office Authorized User Support Coordinator* ***"USC"***); *provided, however*, that the Licensee's USCs shall not have the authority to bind or obligate the Licensee other than to perform the obligations expressly stated in this License Agreement; (ii) one (1) of USCs as ***"Senior USC"*** per office to communicate with the Licensor and/or the developer of myWeichert to report problems and seek assistance regarding myWeichert. Only the Licensee's appointed Senior USC may contact the Licensor for support.

f. **Equipment and Systems**. Licensee is responsible, at its own expense, for: (a) procuring, installing, and maintaining all hardware and software components, including the required internet browser(s), required to access and utilize myWeichert pursuant to this License

Agreement (see Exhibit A of this License Agreement); (b) monitoring the performance of myWeichert and adopting reasonable measures to limit access by persons who are not registered Authorized Users.

g. **Customization**. If certain aspects of myWeichert may be customized for the Licensee, all such customization is at the request of the Licensee. The Licensee is responsible for the cost of such customization, the accuracy and appropriateness of these items which may include documents required by Licensee's state and/or local regulators and/or Licensee to initiate, process, and/or complete a transaction.

h. **Fees; Taxes; Associated Costs**. All fees due and payable by the Licensee to Licensor pursuant to this License Agreement, including, without limitation, any initial set up fees, are set forth in Exhibit B attached hereto and incorporated herein for all purposes. Sales tax, where applicable, will be applied to all invoices using the latest tax rate associated with the Licensor's corporate office and all other taxes resulting from the Licensee's use of myWeichert shall be borne by the Licensee.

i. **Limited Availability**. Licensee acknowledges that some features of myWeichert may not be available in every area of the country. As of the Effective Date, there are no currently known regional or financial limitations of myWeichert system where it has been deployed. As the rollout of myWeichert throughout the country continues, specific regional, legal, or financial rules may prevent full adoption or deployment of myWeichert. Specific examples include external IDX feeds may not be approved by a local MLS, a product offering may directly conflict with a Licensee's offering to their sales associates, or legal statutes that prohibit the use of electronic document storage. Licensor will work with Licensee to adequately support Licensee when possible which shall be on a best efforts basis.

j. **Additional Features**. Some additional features may require additional equipment. Any costs for additional equipment, third party fees or surcharges will be paid for by Licensee.

2. **TERM**. This License Agreement shall commence on the Effective Date and shall continue unless and until this License Agreement is terminated in accordance with Section 10 below.

3. **OBLIGATIONS AND RESTRICTIONS ON LICENSEE**

a. To satisfy Licensee's obligations under Section 7.08(C) of the Franchise Agreement, Licensee agrees that it shall use any component or feature of myWeichert (described on Exhibit A) supplied and designated by Licensor.

b. Licensee hereby agrees to be bound by IRE's Terms of Service available at https://insiderealestate.com/tos/ and the terms and conditions or similar document for any vendor of any features added to myWeichert during the term of this License Agreement.

c. The License permits Authorized Users (defined below) of Licensee to use myWeichert subject to Licensee and each of its Authorized Users agreeing to the Terms and Use of myWeichert available at initial login at www.my.weichert.com, IRE's Terms of Service

available at https://insiderealestate.com/tos/, and the terms and conditions or similar document for any vendor of any features added to myWeichert during the term of this License Agreement. ***"Authorized User(s)"*** means any of Licensee's employees, owners, managers, and licensed real estate salespersons registered in the Licensor's Reporting System. Licensee agrees that myWeichert may only be used by the Licensee and its Authorized Users.

d. **Modification**. Licensee may not change, alter or modify myWeichert, create derivative works, or translate, reverse assemble, reverse compile, disassemble, or in any way reverse engineer myWeichert.

e. **Updates; Version Releases**. During any term of this License, Licensor may at its sole discretion add, change, modify or remove features and/or services of myWeichert. Any updates or new versions of myWeichert received by Licensee from Licensor shall also become part of myWeichert and shall governed by the terms of this License Agreement.

f. **Transfer of myWeichert**. If Licensee transfers possession of any copy, modification, translation or merged portion of myWeichert to another party, the attempt at transfer is void and this license is automatically terminated.

g. **MLS/IDX Instructions**. To begin the process of setting up Licensee's IDX connection, and depending on the individual Multiple Listing Service (each, and ***"MLS"***) either a vendor agreement will need to be signed with the MLS, or if no vendor agreement is required by the MLS, Licensee shall provide its login and password to Licensor and/or IRE. After receipt of Licensee's MLS connection information, Licensee will be notified if additional information is required to complete the setup of the IDX connection. Licensee understands and acknowledges that the MLS may charge a fee for data access, vender access, or annual fees, and that Licensors and/or IRE is NOT RESPONSIBLE for any IDX setup or access fees, and/or fees assessed to either Licensor or IRE. Any fees charged to IRE or Licensor on Licensee's behalf will be billed back to Licensee on the monthly billing or invoice if applicable.

h. **GDPR Compliance**. By signing this License Agreement or by accessing the myWeichert, Licensee agrees that it will not use any of the services provided hereunder to collect the personal information of any individual residing within the European Union (or cause or allow any of its employees, independent contractors, or affiliates to do so) without first obtaining the express written consent of such individual and otherwise complying with the requirements of the European Union's General Data Protection Regulation (the ***"GDPR"***). In the event Licensee should use the services provided herein to violate any provisions of the GDPR, Licensee hereby agrees to indemnify Licensor against any and all costs and liabilities of incurred by Licensor.

i. **Reservation of Rights in Subscription.** Subject to the limited rights expressly granted hereunder, Licensor reserves all rights, title and interest in and to myWeichert, including all related intellectual property rights. No rights are granted to Licensee hereunder other than as expressly set forth herein.

j. **Copyrights**. Copyright to the finished website design, other design-based elements, and special functionality produced by Licensor are owned by Licensor or used by

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l. **Suggestions.** Licensor and IRE shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into myWeichert and its design and functionalities, whether for Licensee use or for any other uses, any suggestions, enhancement requests, recommendations or other feedback provided by Licensee, including its Authorized Users, relating to the operation of myWeichert.

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c. **Ownership of Weichert Leads**. Licensee agrees that all data related to leads generated by Weichert under the Weichert Lead Network Lead Program and/or by Licensor and its Affiliates, including information and content about any such leads, (each a ***"Weichert Lead"***) and assigned to Licensee, remain the property of Licensor, and nothing in this License is intended to grant Licensee any rights or license to any Weichert Lead, data related to any Weichert Lead, or any other information about a Weichert Lead.

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7. **INSPECTION**. To assist Licensor in the protection of its proprietary rights, Licensee agrees to permit representatives of Licensor to inspect, during normal business hours, any location at which items supplied under this License Agreement are being used or kept.

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10. **DEFAULT AND TERMINATION**

a. Licensor reserves the right to immediately terminate this License Agreement or suspend Licensee and/or any of its Authorized Users, at Licensor's sole and exclusive option if:

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ii. a third party commences a lawsuit against IRE, its successor or assigns, which materially interferes with the Master License or Licensor's ability to perform its obligations under this License Agreement; or

iii. Licensor determines that the continuation of this License Agreement, or the manner in which this License Agreement is being performed, constitutes a violation of any law, government regulation, order or would otherwise be considered an unethical or inappropriate business practice.

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17. **NON-SOLICITATION OF VENDOR EMPLOYEES.** For the period beginning the Effective Date and terminating eighteen (18) months following the termination of this License Agreement, Licensee is prohibited from actively soliciting, interfering with, or endeavoring to entice away, any person who at any time during the term of this License Agreement, was a director, officer and/or employee, directly or indirectly, of any Vendor without the prior consent of said Vendor. Notwithstanding the foregoing, this restriction shall not prevent Licensee from employing such person who responds to a general advertisement for recruitment without any other direct or indirect solicitation or encouragement by the other Party.

18. **SEVERABILITY**. Nothing contained in this License Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this License Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this License Agreement, the latter will prevail, but the affected provision of this License Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this License Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this License Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this License Agreement and this License Agreement will be valid and enforceable, and the parties agree to be bound by and perform this License Agreement as so modified.

19. **GOVERNING LAW; VENUE**

a. **Governing Law**. This License Agreement, all relations between the parties, and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New Jersey without recourse to New Jersey (or any other) choice of law or conflicts of law principles. Nothing in this Section intended to invoke the application of any franchise, business opportunity, antitrust, *"implied covenant"*, unfair competition, fiduciary or any other doctrine of law of the State of New Jersey or any other state, which would not otherwise apply.

b. **Venue.** Licensee agrees that any disputes arising out of or related to this License Agreement, any breach of this License Agreement, the relations between the parties, and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be resolved exclusively in the manner designated in the Franchise Agreement, which is incorporated herein by reference. Licensee hereby waives and covenants never to assert or claim that the dispute resolution provisions in the Franchise Agreement are for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

20. **WAIVER OF JURY TRIAL**. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this License Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each party hereto (i) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this License Agreement by, among other things, the mutual waivers and certifications in this section.

21. **COSTS OF ENFORCEMENT; ATTORNEYS' FEES; FINES**

a. **Costs of Enforcement**. Licensor will be entitled to recover from Licensee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if Licensor prevails in any action instituted against Licensee in order to secure or protect those rights inuring to Licensor under this License Agreement, or to enforce the terms of this License Agreement.

b. **Attorneys' Fees**. If Licensor becomes a party to any litigation or other proceeding concerning this License Agreement by reason of any act or omission of Licensee or Licensee's authorized representatives and not by any act or omission of Licensor or any act or omission of Licensor's authorized representatives, or if Licensor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding, Licensee will be liable to Licensor for reasonable attorneys' fees, experts' fees and court costs incurred by Licensor in the litigation or other proceeding regardless of whether the litigation or other proceeding or action proceeds to judgment. In addition, Licensor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceedings filed by Licensee.

c. **Fines**. Licensee acknowledges and agrees that it shall be solely responsible for the payment of all penalties, fines or other sanctions imposed and/or assessed by any governmental regulatory agency, administrative agency and/or court for the violation of any regulation, rule, law and/or statute related to the use of myWeichert by Licensee and/or any of its Authorized Users.

22. **LIMITED EFFECT**. Except as expressly stated forth herein, the Franchise Agreement shall continue in full force and effect in accordance with its terms. Reference to this License Agreement need not be made in the Franchise Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Franchise Agreement, any reference in any of such items to the Franchise Agreement being sufficient to refer to this License Agreement.

23. **INTERPRETATION**. In the event of any conflict between the terms and conditions stated within this License Agreement and those contained within the Franchise Agreement or understanding between the parties, written, oral or implied, the terms of the Franchise Agreement shall govern (unless expressly stated otherwise herein in regard to particular terms).

24. **SUBMISSION OF AGREEMENT**. The submission of this License Agreement does not constitute an offer and this License Agreement will become effective only upon execution of this License Agreement by both Licensor and Licensee. Licensor's date of execution will be considered the date of execution of this License Agreement.

25. **INTEGRATION OF AGREEMENT**. This License Agreement and all ancillary agreements executed contemporaneously with this License Agreement constitute the entire agreement between the parties with reference to myWeichert and supersedes any and all prior myWeichert software license agreements.

26. **COUNTERPARTS.** This License Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

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LICENSEE:

_____
(Name of Corporation or Other Entity)

By: _____
Name:
Title:
Date:

LICENSOR:

WEICHERT REAL ESTATE AFFILIATES, INC.

By: _____
Name:
Title:
Date:

EXHIBIT A

TECHNOLOGY SYSTEM REQUIREMENTS and PLAN FEATURES OVERVIEW

The following identifies the features, services and/or functionality in myWeichert.

1. **Technology System Requirements.** Before Licensee begins using myWeichert, Licensee must procure and install, at its expense, the technology system Licensor requires as of the Effective Date, consisting of the technology hardware, software, power supplies, and other technology accessories, peripherals and equipment the Licensor then specifies. The current minimum technology specifications are as follows:

i. **Hardware** devices accessing the system: Our current minimum computer specifications for the hardware are:

a. Intel Core I5 (dual core), or equivalent AMD processor, with minimum 2.4 ghz speed;
b. 500 gigabyte hard disk drive or 256 gigabyte solid state drive;
c. 4 gigabytes of RAM;
d. Visual Display capability of at least 1024x768 pixels, a typical desktop display size.

ii. **Operating System.**

a. The system can be accessed on any operating system that can run the identified web browsers listed below:

A. Google Chrome is the preferred browser (There are several known (small) compatibility issues when users run kvCORE on a Chromebook. We recommend using a full laptop combined with the kvCORE mobile app.);
B. Apple Safari (versions 6+, 7+);
C. Mozilla Firefox; and
D. Windows 10 Professional (or later version) operating system.

b. For best results, always use the latest version of any of the above web browsers.
c. The system does not support Internet Explorer versions 6 and earlier and degraded visual appearance is shown in versions 7 and 8.

iii. **Internet Connection.**

a. MyWeichert is web-based, access to the system requires an Internet connection. The system is optimized to support devices on a wide range of Internet connections. For an optimum experience, it is recommended to have an Internet connection capable of 2mbps download speeds, 1mbps upload speeds, and a latency of less

than 100 ms. This can be determined by going to an Internet speed test site, e.g. SpeedTest.net.

b. Licensee acknowledges that internet speed and usage may be affected by many variables, and the actual speed experienced by users of myWeichert may be lower than the maximum speed it is provisioned for. The actual speed users will experience while using the internet to access myWeichert depends upon a variety of conditions, many of which are beyond the control of Licensor, include but are not limited to:

A. Performance of the user's computers, including their age, processing capability, operating system, the number of applications running simultaneously, and the presence of any malicious software, malware and viruses;

B. Type of connection between the user's computers and modems. For example, wireless connections may be slower than direct connections into a router or modem. Wireless connections also may be subject to greater fluctuations, interference and congestion;

C. The distance packets travel between computers used by user and their final destination on the internet, including the number and quality of the networks of various operators in the transmission path;

D. Congestion or high usage levels at myWeichert. If a large number of users are accessing myWeichert at the same time, the connection may be affected depending on the then available capacity to serve all users efficiently;

E. The capacity and performance of the modem/router and other equipment used by users; and

F. Other factors include, the physical condition of the line, the quality of the inside wiring within the user's premises, usage of the user's internet service provider's network during peak periods of the day.

iv. **Mobile Devices.**

a. myWeichert requires the following operating systems for Mobile Devices: IOS 10 and above, Android version 7 and above. The coding language we use does not support Microsoft operating systems.

b. Mobile browsers from Google Chrome, Apple Safari and Mozilla Firefox are supported. Cookies and Javascript must be enabled on your web browser; these usually are enabled by default.

v. **Third Party Software.** The following two (2) products are recommended for Windows desktop computers in an office:

a. Adobe Flash 10.6 or higher - This supports animations and individual desk security in an office; and

b. Adobe Reader 10.0 or higher - The industry standard for viewing PDF documents.

vi. Operating myWeichert via a technology system that does not meet these minimums may result in feature and/or functionality loss. Licensee must, at Licensee's expense, keep its technology system in good maintenance and repair. As a new feature and/or functionality is added it may require upgrades to Licensee's technology system to function properly. Any upgrade to Licensee's technology system is at Licensee's expense.

2. **Features and Components**.

i. **Basic Features Components**. The following components of myWeichert are provided to Licensee at no cost.

a. **The myWeichert for All Agents**
   A. Website
   B. CRM

ii. **Optional Add-Ons.** There are now and may be additional components of myWeichert available for an additional cost to be determined by Vendor such as:

a. Core Team Add-Ons; and
b. Other Marketplace subscriptions and products.

iii. Subject to Section 3(e) of the License Agreement, additional features and/or services may be added, or features and/or services may be changed or removed in their entirety.

EXHIBIT B

PRICING

The following identifies prices for certain features, services and/or functionality in myWeichert.

1. **kvCORE PRICING.**

a. **MLS/IDX Instructions**. As described in the IRE T&Cs, when setting up Licensee's IDX connection with an individual Multiple Listing Service (each, an ***"MLS"***), the MLS may charge a fee for data access, vender access, or annual fee. Any fees charged by the MLS on behalf Licensee and/or an Authorized User will be billed back to Licensee. LICENSEE IS RESPONSIBLE for any MLS fees including IDX setup or access fees.

b. **Contact Limit**. During the term of this License Agreement, each Authorized User may not have more than two-thousand (2,000) contacts (***"Contact Limit"***) at any time, unless approved in writing by Licensee. Licensor may also bill Licensee at then current rates for a user that exceeds the Contact Limit ("***Contact Fee***"). The aggregate Contact Limit is determined by multiplying the number of Authorized Users by the Contact Limit. For example, the aggregate Contact Limit for a Licensee with 50 Authorized Users is 100,000 contacts (50 x 2,000).

c. **Communication Limits**. As described in the IRE T&Cs, fees may be charged for communications, including emails, minutes, texts or other usage-based forms of communication (***"Communication Fees"***). Each month each Authorized User is provided with the ability to send seven-hundred fifty (750) emails and twenty-five (25) texts, and thirty (30) phone minutes (***"Communication Limit"***). The aggregate Communication Limit is determined by multiplying the number of Authorized Users by the Communication Limit. For example, the monthly aggregate Communication Limit for a Licensee with 50 Authorized Users is 37,500 emails (50 x 750), 1,250 texts (50 x 25) and 1,500 phone minutes (30 x 50).

d. **Contact and Communication Fees**. If Licensee exceeds any of the aggregate Contact Limit and/or monthly aggregate Communication Limit for its Authorized Users, Licensor at its sole discretion may bill Licensee at then current rates for activities that exceed the aggregate Contact Limit and/or monthly aggregate Communication Limit. As of the Effective Date of this License Agreement the Licensor will bill Licensee:

i. A Contact Fee at a rate of $2 per 1,000 contacts the exceeding the aggregate Contrat Limit.

ii. Communication Fees at the rates of $2 per 1,000 emails, $2 per 100 text messages, and/or $2 per 30 phone minutes the exceeding the aggregate Communication Limit.

e. **Reinstatement Fee**. If Licensee's and/or any Authorized Users' access to myWeichert is suspended or terminated (***"Suspended Authorized User"***), and a Suspended Authorized User is permitted to resume access to myWeichert after any suspension or termination,

then as a condition of such access such Suspended Authorized User may be required to pay Reinstatement Fee of $399 in addition to all past due charges and other fees.

f. **Payment Process**. Any payments shall be made in accordance with payment process set forth in the Franchise Agreement.

2. **CORE Listing Machine and CORE Social Pricing.**

a. **Voluntary Program**. Usage of the CORE Listing Machine and CORE Social features is voluntary.

b. **MLS/IDX Instructions**. As described in the IRE T&Cs, when setting up Licensee's IDX connection with an individual Multiple Listing Service (each, an ***"MLS"***), the MLS may charge a fee for data access, vender access, or annual fee. Any fees charged by the MLS on behalf Licensee and/or an Authorized User will be billed back to Licensee. LICENSEE IS RESPONSIBLE for any MLS fees including IDX setup or access fees.

c. **Monthly Fee**. Minimum $199 per month per franchised company or $7/user (agent)/month (company has to be fully opted in – charge would be based on all agents in the company each month), whichever is greater.

STATE ADDENDA TO SOFTWARE LICENSE AGREEMENT

ILLINOIS ADDENDUM TO WEICHERT SOFTWARE LICENSE AGREEMENT

The provisions of the Weichert Software License Agreement concerning governing law, jurisdiction and choice of law will not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

Dated:_____

LICENSEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____
Name: _____
Title: _____

INDIANA ADDENDUM TO WEICHERT SOFTWARE LICENSE AGREEMENT

Notwithstanding anything to the contrary set forth in the Weichert Software License Agreement, the following provisions will supersede and apply:

1. Article 9 of the Software License Agreement ("Injunction") will not apply to franchises offered and sold in the State of Indiana.

2. Article 19 (A) of the Software License Agreement will not relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede such provision or New Jersey if such provision is in conflict with Indiana law.

3. The second sentence of Article 15 of the Software License Agreement ("Limitation of Liability") will not apply to franchises offered and sold in the State of Indiana.

Dated:_____

LICENSEE:

If an entity:

_____
(Name of Entity)

By:_____

Its_____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Dated: _____

WEICHERT REAL ESTATE AFFILIATES, INC.

By:_____
Name: _____
Title: _____

RECEIPT FOR CONFIDENTIAL OPERATIONS MANUAL

RECEIPT FOR CONFIDENTIAL OPERATIONS MANUAL

We, Weichert Real Estate Affiliates, Inc., have provided you with our current Confidential Operations Manual (the "Confidential Operations Manual"). You acknowledge that we are the owner of all proprietary rights in the Confidential Operations Manual, and that you are acquiring no proprietary or other right to them. The Confidential Operations Manual will remain our property at all times. You promise that you, your agents, independent contractors, and employees will treat the Confidential Operations Manual and the information contained in it as confidential; use all reasonable efforts to maintain this information as secret and confidential; at no time copy, duplicate, record or otherwise reproduce the Confidential Operations Manual. If you or we decide not to enter into a franchise agreement, you agree to immediately return the Confidential Operations Manual to us, or at our direction obliterate or destroy it. You further agree that if you or we decide not to enter into a franchise agreement, you, your agents, independent contractors, and employees will not use the information contained in the Confidential Operations Manual for any purpose whatsoever.

* * *

I acknowledge that I have received the Confidential Operations Manual. I further acknowledge that neither the furnishing of the Operations Manual to me nor my execution of this Receipt constitutes an agreement or offer by Weichert Real Estate Affiliates, Inc. or me to enter into a franchise agreement.

Dated: _____

If an entity:

_____
(Name of Entity)

By: _____

Its _____
(Title)

_____
(Print Name)

PROSPECTIVE FRANCHISEE:

If an individual:

_____

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADMINISTRATIVE OFFICE ADDENDUM

THIS ADMINISTRATIVE OFFICE ADDENDUM is made and entered into this _____ day of _____ _____, _____, between WEICHERT REAL ESTATE AFFILIATES, INC., a Delaware corporation with its principal office at 1625 Route 10E, Morris Plains, New Jersey 07950 ("we," "us," "our," "Franchisor" or "the Company") and _____ _____, whose principal address is _____ _____ ("you," "your" or " Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee and Franchisor entered into that Office Franchise Agreement dated _____ _____ (as amended, modified, supplemented or restated from time to time, the ***"Franchise Agreement"***; capitalized terms used herein shall have the meanings ascribed thereto in the Franchise Agreement unless otherwise defined therein), and among other things Franchisor granted Franchisee the right and obligation to operate a Weichert® Business for the Territory and the Weichert Business is known as _____ and is located at _____ _____ (the ***"Office"***);

WHEREAS, the Franchise Agreement provides, subject to the terms and provisions of the Operations Manual and all related agreements and documents (collectively, the ***"Franchise Documents"***), that we may allow you to operate a temporary Administrative Office, solely for administrative purposes, which by way of example includes, private office space for your business manager, accounting, legal and payroll services, assembling and placing advertising, sales training, corporate relocation, mortgage processing and settlement services. The indirect or direct offering or selling of any Services or any Ancillary Products or Services from the Administrative Office is prohibited and any permission granted by us is conditioned upon you signing an addendum to the Franchise Agreement. The operation of an Administrative Office is subject to certain restrictions and requirements.

WHEREAS, subject to the terms and conditions set forth in the Franchise Documents and this Addendum, you have requested our permission to operate a temporary Administrative Office located at _____ (the ***"Administrative Office"***);

WHEREAS, we are willing to grant permission to you to operate the Administrative Office subject to the terms and conditions set forth in the Franchise Documents and this Addendum; and

NOW THEREFORE, in the consideration of the premises, and for other goods and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

1. Permission to Operate the Administrative Office. We grant you permission to operate the Administrative Office, subject to the terms and provisions of the Franchise Documents. You also agree that you shall not open any other Administrative Office or other office without our written permission, nor shall you move the Administrative Office to any other location without our written permission.

2. Purpose of Administrative Office. The Administrative Office shall be used only for administrative purposes in support of your Office as more fully described in the Franchise Documents. You agree that you shall not provide any Services or directly sell any Ancillary Products or Services from the Administrative Office.

3. Term. The rights granted to you under this Addendum to operate the Administrative Office shall begin on _____ and shall terminate on _____. Upon the termination of this Addendum, you agree to immediately close the Administrative Office and cease all operations from the Administrative Office. Notwithstanding, we have the right, in our sole judgment, to extend this Addendum for an additional period(s) as we may determine, subject to the terms and

conditions of our then current Franchise Documents and other any other specific terms and restrictions we may impose.

4. Administrative Fee. Upon the execution of this Addendum and any renewal of this Addendum, but no later than the date you open the Administrative Office, you agree to pay us an administrative fee of $1,000. You also agree to pay the then current administrative fee as set forth in the Franchise Documents upon each renewal of this Addendum. The Administrative Office is not subject to an Additional Office Fee. If you provide any Services or directly sell any Ancillary Products or Services from the Administrative Office you agree to pay us an Additional Office Fee and, in addition to our termination rights set forth below and under the Franchise Agreement, we also have the right to revoke the permission for the Administrative Office or require you comply with all terms and requirements for Offices.

5. Compliance with Policies and Procedures.

a. You agree to comply with the terms and conditions for Administrative Offices as set forth in Operations Manual, which may from time to time be revised, modified and/or supplemented and you further agree to comply with any such revisions, modifications and/or supplements are adopted.

b. Your Administrative Office shall have a telephone number different than that of your Office. You agree that you will answer the telephone of your Administrative Office in one of two ways:

i. "Weichert, Realtors® - _____, Corporate Office", or
ii. "Weichert, Realtors® - _____, Administrative Office

c. You further agree that you will not advertise the existence of the Administrative Office, and you will not cause or permit to cause, to be produced for yourself and/or your sales associates, agents, or employees, any business cards, stationary, advertising, or any other material, containing the address and telephone of the Administrative Office.

d. You further agree that you may not meet customers at the Administrative Office and your real estate brokers and sales associates are not permitted to operate from this Administrative Office.

6. Inspection and Operational Audit of Your Administrative Office. You agree that that we (or any of our authorized agents or representatives) may at any time during normal business hours enter your Administrative Office to conduct an inspection and operational audit to determine compliance with this Addendum the books and records of the Administrative Office. Our rights hereunder are in addition to the inspection and audits rights we have under the Franchise Documents.

7. Termination. In addition to the termination provisions set forth in the Franchise Agreement, you agree that your failure to comply with any of the terms of this Addendum will be grounds for the termination of this Addendum and your Franchise Agreement. You also agree and understand that the termination or expiration of the Franchise Agreement shall also result in the termination of this Addendum. In addition to our termination rights set forth in the Franchise Agreement, we have the right to terminate this Addendum if you do not commence operation of the Administrative Office on or before the commencement date set forth in Paragraph 3 above, and/or at any time you cease to operate the Administrative Office, or abandon the Administrative Office by failing to operate the Administrative Office for five (5) consecutive days during which you are required to operate the Administrative Office (or any shorter period of time after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to operate the Administrative Office), unless your failure to operate is due to fire, flood, other Acts of God or other similar causes beyond your control.

8. Representations. In order to induce us to execute and deliver this Addendum, you hereby represent that as of the date hereof, and after giving effect to this Addendum, you are in full compliance with all of the terms and conditions of the Franchise Documents.

9. Compliance with Franchise Documents and Laws. You represent and warrant to us that the Administrative Office and all operations conducted from the Administrative Office will comply with the Franchise Documents and all state and local real estate licensing laws and regulations, as well as all other applicable laws and regulations; provide, however, that if you are required by state law or local ordinance to erect a sign, then you agree that any such signage shall conform to our signage requirements as set forth in the Franchise Documents and clearly indicate that the location approved for your Administrative Office is an "Administrative" or "Corporate" office. Any such signage shall direct customers to your Office.

10. Limited Effect. Except as expressly stated forth herein, the Franchise Agreement shall continue in full force and effect in accordance with its terms. Reference to this Addendum need not be made in the Franchise Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Franchise Agreement, any reference in any of such items to the Franchise Agreement being sufficient to refer to this Addendum.

11. Interpretation. In the event of any conflict between the terms and conditions stated within this Addendum and those contained within the Franchise Agreement or understanding between the parties, written, oral or implied, the terms of the Franchise Agreement shall govern.

12. Execution. This Addendum may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

THE PERSON SIGNING THIS ADDENDUM ON BEHALF OF THE FRANCHISEE REPRESENTS AND WARRANTS THAT HE OR SHE IS A DULY APPOINTED OFFICER OR OTHER AUTHORIZED REPRESENTATIVE AND IS DULY AUTHORIZED TO BIND THE FRANCHISEE TO THE TERMS OF THIS ADDENDUM.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby sign this Addendum on the date hereinabove set forth.

FRANCHISEE:

_____
(Name of Corporation or Other Entity)

By:_____
(Signature)

_____
(Print Name/Print Title)

FRANCHISOR:

WEICHERT REAL ESTATE AFFILIATES, INC.

By: _____
Name: _____
Title: _____

TEMPORARY OFFICE ADDENDUM

THIS TEMPORARY OFFICE ADDENDUM is made and entered into this _____ day of _____ _____, _____, between WEICHERT REAL ESTATE AFFILIATES, INC., a Delaware corporation with its principal office at 1625 Route 10E, Morris Plains, New Jersey 07950 ("we," "us," "our," "Franchisor" or "the Company") and _____ _____, whose principal address is _____ _____ ("you," "your" or " Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee and Franchisor entered into that Office Franchise Agreement dated _____ _____ (as amended, modified, supplemented or restated from time to time, the ***"Franchise Agreement"***; capitalized terms used herein shall have the meanings ascribed thereto in the Franchise Agreement unless otherwise defined therein), and among other things Franchisor granted Franchisee the right and obligation to operate a Weichert® Business for the Territory and the Weichert Business is known as _____ and is located at _____ _____ (the ***"Office"***);

WHEREAS, the Franchise Agreement provides, subject to the terms and provisions of the Operations Manual and all related agreements and documents (collectively, the ***"Franchise Documents"***), that we may allow you to operate a Temporary Office, which, by way of example, includes sales offices located in or near a new housing tract or subdivision, sales offices that you use while your Initial Office is temporarily unavailable, and other arrangements, where there are facts and circumstances that we determine, in our sole judgment, warrant a Temporary Office, and from which Services and Ancillary Services or Products are provided to customers, and any permission granted by us is conditioned upon you signing an addendum to the Franchise Agreement. The operation of a Temporary Office is subject to certain restrictions and requirements;

WHEREAS, subject to the terms and conditions set forth in the Franchise Documents and this Addendum, you have requested our permission to operate a Temporary Office located at _____ _____ (the ***"Temporary Office"***);

WHEREAS, we are willing to grant permission to you to operate the Temporary Office subject to the terms and conditions set forth in the Franchise Documents and this Addendum; and

NOW THEREFORE, in the consideration of the premises, and for other goods and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

1. Permission to Operate the Temporary Office. We grant you permission to operate the Temporary Office, subject to the terms and provisions of the Franchise Documents. You agree that you shall not open any other Temporary Office or other office without our written permission, nor shall you move the Temporary Office to any other location without our written permission.

2. Purpose of Temporary Office. The Temporary Office shall be used only for providing Services and Ancillary Services or Products to customers, subject to the following limitations: [INSERT APPLICABLE LIMITATIONS].

3. Term. The rights granted to you under this Addendum to operate the Temporary Office shall begin on _____ and shall terminate on _____. Upon the termination of this Addendum, you agree to immediately close the Temporary Office and cease all operations from the Temporary Office. Notwithstanding, we have the right, in our sole judgment, to extend this Addendum for an additional period(s) as we may determine, subject to the terms and conditions of our then current Franchise Documents and other any other specific terms and restrictions we may impose.

4. Administrative Fees. Upon the execution of this Addendum, but no later than the date you open the Temporary Office, you agree to pay us an administrative fee of $2,000. In addition, you also agree to pay us the on-going annual administrative fees in the amount set forth in Section 5.03(C) of the Franchise Agreement. The Temporary Office is not subject to an Additional Office Fee.

5. Compliance with Policies and Procedures.

a. You agree to comply with the terms and conditions for Temporary Offices as set forth in Operations Manual, which may from time to time be revised, modified and/or supplemented and you further agree to comply with any such revisions, modifications and/or supplements are adopted.

b. In addition to complying with the requirements for operations at the Temporary Office as set forth in the Franchise Documents, you agree to keep the Temporary Office open at all times during the regular business hours of your Office, or the hours required by the landlord or operator of the shopping mall or other site in which the Temporary Office is located.

c. You are not required to send any manager or representative of the Temporary Office to the Weichert Management Academy initial training program, and we have no obligation to pay all or any part of the costs of attendance of any such manager or representative of the Temporary Office that attends the Weichert Management Academy initial training program.

d. You are not required, as a result of your Temporary Office, to join Local Broker Council or any other council as provided in the Franchise Agreement. However, you acknowledge your understanding that this paragraph shall in no way modify or excuse your Local Broker Council obligations as set forth in the Franchise Documents.

e. You agree that your Temporary Office shall prominently display signage that conforms to our signage requirements as set forth in the Franchise Documents. In the event that the Subdivision requires signage different than our requirements, you shall submit such different signage to us for our approval prior to installing any such signage. Further, you agree that to have a sign stating that the Temporary Office is solely for the purpose of selling units in the Subdivision.

f. You agree to have a telephone number for the Temporary Office that is different than that of your Office.

6. Reporting of Gross Revenues. You agree to report all Gross Revenues from the Temporary Office through your Office as required by the Franchise Documents. For purposes of calculating the Minimum Annual Continuing Royalty and/or the Minimum Monthly Marketing Fee, the Gross Revenues from any and all such Administrative, Temporary Office and/or Temporary Offices will be included as part of Gross Revenues of your the Initial Office as set forth in Section 5.03 of the Franchise Agreement.

7. Inspection and Operational Audit of Your Temporary Office. You agree that that we (or any of our authorized agents or representatives) may at any time during normal business hours enter your Temporary Office to conduct an inspection and operational audit to determine compliance with this Addendum of the books and records of the Temporary Office. Our rights hereunder are in addition to the inspection and audits rights we have under the Franchise Documents.

8. Termination. In addition to the termination provisions set forth in the Franchise Agreement, you agree that your failure to comply with any of the terms of this Addendum will be grounds for the termination of this Addendum and your Franchise Agreement. You also agree and understand that the termination or expiration of the Franchise Agreement shall also result in the termination of this Addendum. In addition to our termination rights set forth in the Franchise Agreement, we have the right

to terminate this Addendum if you do not commence operation of the Temporary Office on or before the commencement date set forth in Paragraph 3 above, and/or at any time you cease to operate the Temporary Office, or abandon the Temporary Office by failing to operate the Temporary Office for five (5) consecutive days during which you are required to operate the Temporary Office (or any shorter period of time after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to operate the Temporary Office), unless your failure to operate is due to fire, flood, other Acts of God or other similar causes beyond your control.

9. Representations. In order to induce us to execute and deliver this Addendum, you hereby represent that as of the date hereof, and after giving effect to this Addendum, you are in full compliance with all of the terms and conditions of the Franchise Documents.

10. Compliance with Franchise Documents and Laws. You represent and warrant to us that the Temporary Office and all operations conducted from the Temporary Office will comply with the Franchise Documents and all state and local real estate licensing laws and regulations, as well as all other applicable laws and regulations.

11. Limited Effect. Except as expressly stated forth herein, the Franchise Agreement shall continue in full force and effect in accordance with its terms. Reference to this Addendum need not be made in the Franchise Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Franchise Agreement, any reference in any of such items to the Franchise Agreement being sufficient to refer to this Addendum.

12. Interpretation. In the event of any conflict between the terms and conditions stated within this Addendum and those contained within the Franchise Agreement or understanding between the parties, written, oral or implied, the terms of the Franchise Agreement shall govern.

13. Execution. This Addendum may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

THE PERSON SIGNING THIS ADDENDUM ON BEHALF OF THE FRANCHISEE REPRESENTS AND WARRANTS THAT HE OR SHE IS A DULY APPOINTED OFFICER OR OTHER AUTHORIZED REPRESENTATIVE AND IS DULY AUTHORIZED TO BIND THE FRANCHISEE TO THE TERMS OF THIS ADDENDUM.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby sign this Addendum on the date hereinabove set forth.

FRANCHISEE:

_____
(Name of Corporation or Other Entity)

By:_____
(Signature)

_____
(Print Name/Print Title)

FRANCHISOR:

WEICHERT REAL ESTATE AFFILIATES, INC.

By: _____
Name:
Title:

SATELLITE OFFICE ADDENDUM

THIS SATELLITE OFFICE ADDENDUM (this ***"Addendum"***) is made and entered into this _____ day of _____, _____, between WEICHERT REAL ESTATE AFFILIATES, INC., a Delaware corporation with its principal office at 1625 Route 10E, Morris Plains, New Jersey 07950 ("we," "us," "our," "Franchisor" or "the Company") and _____ _____, whose principal address is _____ _____ ("you," "your" or " Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee and Franchisor entered into that Office Franchise Agreement Number ___ _____dated _____ (as amended, modified, supplemented or restated from time to time, the ***"Franchise Agreement"***; capitalized terms used herein shall have the meanings ascribed thereto in the Franchise Agreement unless otherwise defined therein), and among other things Franchisor granted Franchisee the right and obligation to operate a Weichert® Business for the Territory and the Weichert Business is known as _____ and is located at _____ _____ (the ***"Office"***);

WHEREAS, the Franchise Agreement provides, subject to the terms and provisions of the Operations Manual and all related agreements and documents (collectively, the ***"Franchise Documents"***), that we may allow you to operate a Satellite Office, subject to certain restrictions and requirements, from which Services and Ancillary Services or Products are provided to customers, and any permission granted by us is conditioned upon you signing an addendum to the Franchise Agreement; and

WHEREAS, subject to the terms and conditions set forth in the Franchise Documents and this Addendum, we are willing to grant permission to your request to operate the Satellite Office located at _____ (the ***"Satellite Office"***);

NOW THEREFORE, in consideration of the premises, and for other goods and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Permission to Operate the Satellite Office. We grant you permission to operate the Satellite Office, subject to the terms and provisions of the Franchise Documents. You agree that you shall not open any other Satellite Office or another office without our written permission, nor shall you move the Satellite Office to any other location without our written permission.

2. Purpose of Satellite Office. The Satellite Office shall be used only for providing Services and Ancillary Services or Products to customers, subject to the limitations specified in our Franchise Documents and the following limitations:

a. Maximum office size: 900 square feet
b. Maximum number of sales associates: 10
c. Must have standard exterior Office signage
d. Conversion Package: None
e. Exclusive Territory for this Office: None

3. Fees/Costs Regarding Satellite Office. The following fees/costs apply to the Satellite Office you operate for the duration of this Addendum:

a. Upon the execution of this Addendum, you agree to pay us a Satellite Office Fee of $199.00, each month for a minimum of 12 months. This fee will not change for the duration of this Addendum.
b. The Satellite Office is not subject to an Additional Office Fee (notwithstanding Section 4.02 of the Franchise Agreement).

c. Continuing Royalty: 6% and incorporating all terms regarding Continuing Royalty in the Franchise Agreement (unless otherwise stated herein).
d. Minimum Monthly Continuing Royalty: None.
e. Marketing Fee: 2% of your Gross Revenues, with the Maximum Monthly Marketing Fee as provided in the Franchise Agreement, but no Minimum Monthly Marketing Fee.
f. Local Broker Council: None. Not eligible for Local Broker Council membership.

4. Term of Satellite Office.

a. The rights granted to you under this Addendum to operate the Satellite Office shall begin on _____ (the ***"Satellite Office Impact Date"***)

b. This Addendum shall terminate:

i. No less than 12 months after the Satellite Office Impact Date, unless the Franchise Agreement is terminated or expires prior to the first anniversary of Satellite Office Impact Date or unless we furnish written notice to you that you have materially breached this Addendum.

ii. After the first anniversary of Satellite Office Impact Date, but not later than the Expiration Date of the Franchise Agreement, this Addendum may be terminated upon the occurrence of any of the following:

1. Upon 60 days' prior written notice by you to us, for any reason or no reason, provided that the effective date of such termination is any time after the first anniversary of the Satellite Office Impact Date; or

2. Upon written notice by us to you if you have materially breached this Addendum; or

3. On the earlier of the termination or expiration date of your Franchise Agreement; or

4. When the number of sales associates affiliated with the Satellite Office exceeds ten (10), we may require you, upon notice from us, to convert the Satellite Office into an Additional Office (***"Converted Satellite Office"***) and execute our then-current form of franchise agreement for such Converted Satellite Office.

For the avoidance of doubt: if the Franchise Agreement expires or is earlier terminated, then this Addendum automatically terminates. If this Addendum is terminated, then the Franchise Agreement does not automatically terminate unless expressly provided herein.

c. You agree that you may not operate the Satellite Office longer than the period we agree upon in writing.

5. The parties agree that, in the event that the Satellite Office is converted into a Converted Satellite Office:

a. The franchise agreement which you and we execute regarding the Converted Satellite Office shall govern such Converted Satellite Office. At that point this Addendum shall be terminated and no longer apply to such Office. Accordingly, you will at that point no longer have a right to terminate such Office for convenience. Instead, the termination provisions of the franchise agreement for the Converted Satellite Office shall apply thereto.

b. The term (duration) of the Converted Satellite Office will be documented in the franchise agreement the parties sign in regard to such Office, to be coterminous with the earlier of: (i) the expiration

date of the then current term of your Franchise Agreement; or (ii) the termination of your Franchise Agreement.

c. You shall make all payments to us as required under our then-current form of franchise agreement which the parties will execute for your Converted Satellite Office and agree to all other terms and conditions set forth in such franchise agreement, including but not limited to the following:

i. The Minimum Continuing Royalty set forth in your existing Franchise Agreement shall apply in the franchise agreement regarding your Converted Satellite Office.
ii. The Minimum Monthly Marketing Fee set forth in your existing Franchise Agreement shall apply in the franchise agreement regarding your Converted Satellite Office.
iii. The Territory we grant to the Converted Satellite Office in the franchise agreement regarding your Converted Satellite Office will be subject to any other existing Weichert franchisees.
iv. You will be required to join the Local Broker Council we assign to the Converted Satellite Office.
v. The monthly Satellite Fee set forth in this Addendum will be incorporated into the franchise agreement regarding your Converted Satellite Office and will be due and payable to us each month through the expiration of such franchise agreement.

6. Unless your Satellite Office converts into an Additional Office (that is, becomes a Converted Satellite Office), then upon the termination of this Addendum, you agree to immediately close the Satellite Office and cease all operations from the Satellite Office.

7. Compliance with Policies and Procedures.

a. You agree to comply with the terms and conditions for Satellite Offices as set forth in our Operations Manual, which may from time to time be revised, modified and/or supplemented and you further agree to comply with any such revisions, modifications and/or supplements which are adopted.

b. In addition to complying with the requirements for operations at the Satellite Office as set forth in the Franchise Documents, you agree to keep the Satellite Office open at all times during the regular business hours of your Office, or the hours required by the landlord of the site where the Satellite Office is located.

c. You are not required to send any manager or representative of the Satellite Office to the Weichert Management Academy initial training program, and we have no obligation to pay all or any part of the costs of attendance of any such manager or representative of the Satellite Office that attends the Weichert Management Academy initial training program.

8. Inspection and Operational Audit of Your Satellite Office. You agree that we (or any of our authorized agents or representatives) may at any time during normal business hours enter your Satellite Office to conduct an inspection and operational audit to determine compliance with this Addendum the books and records of the Satellite Office. Our rights hereunder are in addition to the inspection and audits rights we have under the Franchise Documents.

9. You agree and understand that, in addition to our termination rights set forth in the Franchise Agreement, we have the right to terminate this Addendum if at any time you cease to operate the Satellite Office, or abandon the Satellite Office by failing to operate the Satellite Office for five (5) consecutive days during which you are required to operate the Satellite Office (or any shorter period of time after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to operate the Satellite Office), unless your failure to operate is due to fire, flood, other Acts of God or other similar causes beyond your control.

10. Representations. In order to induce us to execute and deliver this Addendum, you hereby represent that as of the date hereof, and after giving effect to this Addendum, you are in full compliance with all of the terms and conditions of the Franchise Documents.

11. Compliance with Franchise Documents and Laws. You represent and warrant to us that the Satellite Office and all operations conducted from the Satellite Office will comply with the Franchise Documents and all state and local real estate licensing laws and regulations, as well as all other applicable laws and regulations.

12. Limited Effect. Except as expressly stated forth herein, the Franchise Agreement shall continue in full force and effect in accordance with its terms. Reference to this Addendum need not be made in the Franchise Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Franchise Agreement, any reference in any of such items to the Franchise Agreement being sufficient to refer to this Addendum.

13. Interpretation. In the event of any conflict between the terms and conditions stated within this Addendum and those contained within the Franchise Agreement or understanding between the parties, written, oral or implied, the terms of the Franchise Agreement shall govern (unless expressly stated otherwise herein in regard to particular terms).

14. Execution. This Addendum may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

THE PERSON SIGNING THIS ADDENDUM ON BEHALF OF THE FRANCHISEE REPRESENTS AND WARRANTS THAT HE OR SHE IS A DULY APPOINTED OFFICER OR OTHER AUTHORIZED REPRESENTATIVE AND IS DULY AUTHORIZED TO BIND THE FRANCHISEE TO THE TERMS OF THIS ADDENDUM.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby sign this Addendum on the date hereinabove set forth.

FRANCHISEE:

_____
(Name of Corporation or Other Entity)

By:_____
(Signature)

_____
(Print Name/Print Title)

FRANCHISOR:

WEICHERT REAL ESTATE AFFILIATES, INC.

:

By: _____
Name:
Title:

EXHIBIT B

FINANCIAL STATEMENTS

WEICHERT REAL ESTATE AFFILIATES, INC.

FINANCIAL STATEMENTS

December 31, 2025, 2024 and 2023

WEICHERT REAL ESTATE AFFILIATES, INC.

FINANCIAL STATEMENTS
December 31, 2025, 2024 and 2023

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INDEPENDENT AUDITOR'S REPORT

To Shareholder
Weichert Real Estate Affiliates, Inc.

Opinion

We have audited the financial statements of Weichert Real Estate Affiliates, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2025, 2024 and 2023, and the related statements of operations, changes in shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company 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 (GAAS). 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 the Company 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 the Company's ability to continue as a going concern for one year from the date the financial statements are available to be issued.

(Continued)

Auditor's 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 GAAS 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 GAAS, 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 the Company'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 the Company'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.

Crowe LLP

Crowe LLP

Grand Rapids, Michigan
March 12, 2026

WEICHERT REAL ESTATE AFFILIATES, INC.
BALANCE SHEETS
December 31, 2025, 2024 and 2023

	2025	2024	2023
Assets			
Current assets			
Cash	$ 40,185	$ 144,889	$ 73,424
Restricted cash - Marketing Fund	3,887,084	3,477,888	3,234,968
Accounts receivable (net of allowance for doubtful accounts of $1,244,355, $846,410, and $803,076)	1,412,737	1,335,752	1,257,472
Restricted accounts receivable - Marketing Fund (net of allowance for doubtful accounts of $288,291 $213,784, and $172,908)	288,991	310,013	297,954
Prepaid expenses	63,503	50,775	103,403
Due from affiliates	4,258,068	4,649,239	1,922,420
Total current assets	9,950,568	9,968,556	6,889,641
Loans receivable	-	-	6,317
Property, equipment and software, net	603,248	968,270	1,343,218
Total assets	$ 10,553,816	$ 10,936,826	$ 8,239,176
Liabilities and Shareholder's Equity			
Current Liabilities			
Accrued expenses payable	$ 1,622,223	$ 1,855,363	$ 1,326,883
Salaries and benefits payable	273,428	280,621	192,081
Due to affiliates	446,764	356,900	346,573
Restricted liabilities - Marketing Fund	4,176,075	3,787,901	3,532,922
Deferred income	-	25,000	50,000
Total current liabilities	6,518,490	6,305,785	5,448,459
Long-term liabilities	-	-	-
Total liabilities	6,518,490	6,305,785	5,448,459
Commitments and contingencies			
Shareholder's equity			
Due from affiliate	(30,629,375)	(28,094,877)	(32,752,487)
Common stock			
Voting, no par value, 10 shares authorized, 1 share issued and outstanding in 2025, 2024, and 2023	10,000	10,000	10,000
Nonvoting, no par value, 900 shares authorized, 99 shares issued and outstanding in 2025, 2024, and 2023	990,000	990,000	990,000
Additional paid-in capital	13,200,000	13,200,000	13,200,000
Accumulated retained earnings	20,464,701	18,525,918	21,343,204
Total shareholder's equity	4,035,326	4,631,041	2,790,717
Total liabilities and shareholder's equity	$ 10,553,816	$ 10,936,826	$ 8,239,176

See accompanying notes to financial statements.

WEICHERT REAL ESTATE AFFILIATES, INC.
STATEMENTS OF OPERATIONS
Years ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Revenue			
Royalty income, net	$ 12,592,908	$ 12,534,830	$ 13,050,667
Marketing fund fees	3,238,437	4,383,076	3,371,029
Initial franchise fee income	262,500	412,500	275,000
Other continuing fee income	981,937	975,998	1,206,078
Total revenues	17,075,782	18,306,404	17,902,774
Expenses			
Selling, general and administrative expenses	11,533,540	16,365,666	10,377,311
Marketing fund expenses	3,238,437	4,383,076	3,371,029
Depreciation and amortization	365,022	374,948	378,812
Total expenses	15,136,999	21,123,690	14,127,152
Net income (loss)	$ 1,938,783	$ (2,817,286)	$ 3,775,622

See accompanying notes to financial statements.

WEICHERT REAL ESTATE AFFILIATES, INC.
STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY
Years ended December 31, 2025, 2024 and 2023

	Due From Affiliate	Voting Common Stock	Nonvoting Common Stock	Additional Paid-in Capital	Accumulated Retained Earnings	Total Shareholder's Equity
Balances, January 1, 2023	$ (28,493,094)	$ 10,000	$ 990,000	$ 13,200,000	$ 17,567,582	$ 3,274,488
Advances to (payments by) affiliate, net	(4,259,393)	-	-	-	-	(4,259,393)
Net income	-	-	-	-	3,775,622	3,775,622
Balances, December 31, 2023	(32,752,487)	10,000	990,000	13,200,000	21,343,204	2,790,717
Advances to (payments by) affiliate, net	4,657,610	-	-	-	-	4,657,610
Net loss	-	-	-	-	(2,817,286)	(2,817,286)
Balances, December 31, 2024	(28,094,877)	10,000	990,000	13,200,000	18,525,918	4,631,041
Advances to (payments by) affiliate, net	(2,534,498)	-	-	-	-	(2,534,498)
Net income	-	-	-	-	1,938,783	1,938,783
Balances, December 31, 2025	$ (30,629,375)	$ 10,000	$ 990,000	$ 13,200,000	$ 20,464,701	$ 4,035,326

See accompanying notes to financial statements.

WEICHERT REAL ESTATE AFFILIATES, INC.
STATEMENTS OF CASH FLOWS
Years ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Cash flow from operating activities			
Net income (loss)	$ 1,938,783	$ (2,817,286)	$ 3,775,622
Adjustments to reconcile net income to net cash provided by (used in) operating activities			
Depreciation and amortization	365,022	374,948	378,812
Amortization of loans receivable	-	6,317	37,908
Provision for doubtful accounts	494,395	297,233	127,886
Changes in operating assets and liabilities			
Accounts receivable, net	(550,358)	(387,572)	(88,533)
Prepaid expenses	(12,728)	52,628	138,982
Due to/from affiliates	481,035	(2,716,492)	748,849
Accrued expenses payable	155,034	783,459	(1,230,447)
Salaried and benefits payable	(7,193)	88,540	(54,737)
Deferred income	(25,000)	(25,000)	(50,000)
Net cash (used in) provided by operating activities	2,838,990	(4,343,225)	3,784,342
Cash flows used in investing activities			
Purchases of property, equipment, and software	-	-	(103,988)
Net cash used in investing activities	-	-	(103,988)
Cash flows used in financing activities			
Due from affiliate	(2,534,498)	4,657,610	(4,259,393)
Net cash provided by (used in) financing activities	(2,534,498)	4,657,610	(4,259,393)
Net increase (decrease) in cash and restricted cash	304,492	314,385	(579,039)
Cash and restricted cash at beginning of year	3,622,777	3,308,392	3,887,431
Cash and restricted cash at end of year	$ 3,927,269	$ 3,622,777	$ 3,308,392
Cash	$ 40,185	$ 144,889	$ 73,424
Restricted cash - Marketing Fund	3,887,084	3,477,888	3,234,968
Total cash and restricted cash	$ 3,927,269	$ 3,622,777	$ 3,308,392

See accompanying notes to financial statements.

NOTE 1 – BUSINESS

Weichert Real Estate Affiliates, Inc. (the "Company") is a privately owned nationwide franchising company. The Company's primary business is the franchising of real estate brokerage firms using the WEICHERT, REALTORS® name.

The Company is affiliated with other entities through the common ownership of or control by its current shareholder and/or members of the current shareholder's immediate family. As discussed in Note 6, the Company, in the normal course of business, has transactions and relationships with these other entities, which are sometimes referred to as affiliates or affiliated entities. Due to the inherent nature of related party transactions, the transactions with affiliated entities may not be representative of transactions with unrelated third parties.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition: The Company recognizes revenues from royalties, initial franchise fees and other types of non-commissionable income. Revenues for the various revenue streams are recognized as follows:

Royalty Income – Revenue is based upon a percentage of gross closed commission income reported by the franchisee as agreed upon in the Franchise Agreement. Revenues are recognized based upon the gross commission income earned by the franchisee upon closing of a sales contract. Annual volume incentive rebates are provided to franchisees that meet certain royalty fee benchmarks. These rebates are recorded as a reduction of royalty income within the statements of operations.

Initial Franchise Fee Income – Includes fees paid to the Company from the franchisee and is recognized on the impact date. The impact date is the commencement of operations as a WEICHERT, REALTORS ® franchisee. Prior to the impact date, all initial franchise fees received are recorded as deferred income. The Company applied the practical expedient that permits pre-opening activities provided to the franchisee to be accounted for as distinct from the franchise license. The pre-opening activities that are eligible for the practical expedient relate to the assistance of the selection of a site, obtaining facilities, training the franchisee personnel, and the preparation and distribution of materials. All services required by the Weichert Real Estate Affiliates, Inc. Office Franchise Agreement (the "Franchise Agreement") are provided by the Company prior to recognizing revenue and revenue is recognized on the franchisees impact date.

Marketing Fund Fees – Marketing fund fees represent franchisee contributions to the Weichert Marketing Fund for promotional and advertising programs designed to increase sales and enhance the reputation of Weichert and its franchise owners. These revenues are obligated to be used for marketing campaigns to build brand awareness and related advertising costs. All assets of the Marketing Fund are contractually restricted for the benefit of franchisees, and the Company recognizes an equal and offsetting liability on the Company's balance sheets for all amounts received. Additionally, this results in recording an equal and offsetting amount of expenses, against all revenues such that there is no impact to overall profitability of the Company from these revenues. Fees are based on a percentage of gross commission income earned by the franchisee, recognized in the month in which it is billed to the franchisee. Franchise owner contributions are subject to monthly minimum and maximum amounts, as defined in the franchise agreements.

Other Continuing Fee Income – Includes revenues from trainings, career development and other non-commissionable real estate services. Revenue is recognized when earned.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company recognizes accounts receivable and deferred income with customers that arise due to differences in timing between collections and revenue recognition. Deferred income was $0, $25,000, and $50,000 as of December 31, 2025, 2024 and 2023, respectively.

Accounts receivable are recorded net of an allowance for credit losses. The Company is required to estimate the collectability of its receivables. All invoices include payment terms of 15 days. Allowances for credit losses are established through the evaluation of accounts receivable aging and prior collection experience to estimate the ultimate collectability of these receivables. Accounts receivable are stated net of an allowance for credit losses of $1,244,355, $846,410, and $803,076, at December 31, 2025, 2024 and 2023, respectively. The total bad debt expense incurred was $494,395, $297,233, and $127,886 at December 31, 2025, 2024 and 2023, respectively.

Loans Receivable: At times, the Company advances loans to franchisees to cover conversion costs, administrative costs and marketing allowances. Such amounts are amortized over the term of the loan or Franchise Agreement with a balance due upon termination of the Franchise Agreement if certain performance targets are not met. During the years ended December 31, 2025, 2024 and 2023, $0, $6,317, and $37,908, respectively, of loans were amortized and recorded in selling, general and administrative expenses reflected in the statements of operations.

Property, Equipment and Software, Net: Property, equipment and software are carried at cost, less accumulated depreciation and amortization. Depreciation and amortization expense is calculated principally on the straight-line method over the estimated useful lives of the assets, which are generally five to seven years for equipment and furniture and fixtures, five years for computer system development and the economic life of the asset for leasehold improvements to properties leased from an affiliate as discussed in Note 5. Repairs and maintenance costs are expensed as incurred, and major renewals and improvements are capitalized. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation and amortization is removed from the accounts, and any gain or loss on the disposition is reflected in the statements of operations.

The Company considers whether there has been a permanent impairment in the value of its long-lived assets, primarily property and equipment, whenever events or changes in circumstances indicate that their carrying values may not be recoverable. The Company evaluates various factors including operating results, business plans and future cash flows. Recoverability of property and equipment is evaluated by a comparison of the carrying amount of an asset or asset group to future net undiscounted cash flows expected to be generated by that asset or asset group. If these comparisons indicate that an asset is not recoverable, the impairment loss recognized is the amount by which the carrying amount of the asset exceeds its estimated fair value.

At December 31, 2024, the Company determined, based on its evaluation, that the carrying values of its long-lived assets were not impaired.

Advertising: The Company expenses the cost of advertising and promotions as incurred.

Income Taxes: The Company, with the consent of its sole shareholder, has elected to be taxed as an “S” Corporation under the applicable sections of the Internal Revenue Code and state statutes in states that recognize “S” Corporations. Under these sections, Federal and state income taxes on income of the Company are passed through to the shareholder and reported on their individual income tax return.

(Continued)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company has no unrecognized tax benefits at December 31, 2025, 2024 and 2023. The Company's federal and substantially all state income tax returns prior to 2022 are closed, and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Company would recognize interest and penalties associated with tax matters as part of the income tax provision and include accrued interest and penalties with the related tax liability in the balance sheets. For the years ended December 31, 2025, 2024 and 2023, there were no interest and penalties incurred.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates, judgements and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities. Significant estimates include the determination of the useful life of long-lived assets, allowance for credit losses and the valuation of amounts due from affiliates. Actual results may differ from these estimates.

Concentrations of Credit Risk: Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and accounts receivable. At December 31, 2025, the Company held cash on deposit within federally insured limits of $250,000. At December 31, 2025, the restricted assets - Marketing Fund contains cash on deposit in excess of federally insured limits totaling $2,978,410.

Concentrations of credit risk with respect to accounts receivable are limited due to the large number of franchisees, and the payment terms extended are generally short. The Company closely monitors the extension of credit to its franchisees while maintaining allowances for potential credit losses. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for credit losses, based on a history of past write-offs and collections and current credit considerations.

Subsequent Events: The Company has evaluated subsequent events through March 12, 2026, which is the date the financial statements were available to be issued.

NOTE 3 – PROPERTY, EQUIPMENT AND SOFTWARE, NET

Property, equipment and software, net consist of the following:

	2025	2024	2023
Office equipment	$ 344,110	$ 344,110	$ 344,110
Furniture and fixtures	173,285	173,285	173,285
Leasehold improvement	359,802	359,802	359,802
Computer system development	1,824,214	1,824,213	1,824,213
	2,701,411	2,701,410	2,701,410
Less accumulated deprecation and amortization	(2,098,163)	(1,733,140)	(1,358,192)
Total property, equipment and software, net	$ 603,248	$ 968,270	$ 1,343,218

(Continued)

NOTE 3 – PROPERTY, EQUIPMENT AND SOFTWARE, NET (Continued)

Depreciation and amortization of property, equipment and software amounted to $365,022, $374,948, and $378,812, for the years ended December 31, 2025, 2024 and 2023, respectively, and are recorded in depreciation and amortization on the statements of operations.

NOTE 4 – RETIREMENT PLAN

The Company participates in the Weichert Profit Sharing and 401(k) Plan (the "Plan"), a defined contribution retirement plan. The Plan provides for retirement benefits to all eligible employees. Company contributions made to the Plan are at the discretion of the management of Weichert Co., an affiliated entity. There were no discretionary contributions to the Plan by the Company for the years ended December 31, 2025, 2024 and 2023. The Plan also provides for a 401(k) savings plan feature. This feature provides for an employer match of qualifying employee contributions at the discretion of the management of Weichert Co. The Company provided $31,133, $51,145, and $47,178 of 401(k) savings plan matching contributions for the years ended December 31, 2025, 2024 and 2023, respectively.

NOTE 5 – RELATED PARTY TRANSACTIONS

The Company incurred charges from an affiliate for administrative costs incurred on behalf of the Company in the amount of $1,261,108, $1,473,999, and $1,463,016 in 2025, 2024 and 2023, respectively. These costs include general accounting, advertising, marketing, information technology support, recruiting, training and in-house legal services. These costs are included within selling, general and administrative expenses within the statements of operations. The same affiliate charges the Company rent and maintenance for use of corporate office space on a month-to-month basis. These costs are included within selling, general and administrative expenses (see Note 6) in the amount of $156,522, $181,264, and $176,016 in 2025, 2024 and 2023, respectively.

Due from affiliates resulted primarily from transactions in connection with a centralized cash management function provided by an affiliated company. The amount is due on demand and does not bear interest. In connection with the centralized cash management function, all third-party payables are managed by this affiliate. The Company presents as a current asset the amount to which this affiliate will pay certain payables on behalf of the Company which are currently due, thus representing the expected reduction of the receivable over the next twelve months; such amounts were $3,943,135, $4,260,984, and $1,518,964 at December 31, 2025, 2024 and 2023, respectively. Amounts advanced in excess of this amount are reported as contra-equity within the accompanying statements of shareholder's equity, and amounted to $30,629,375, $28,094,877, and $32,752,487 at December 31, 2025, 2024 and 2023, respectively.

The Company also has due from and due to affiliates balances from other Weichert affiliated companies. These balances result from various shared service charges which are advanced to and received from other companies relating to real estate and other general administrative costs. Amounts due from other Weichert affiliates were $237,417, $388,255, and $403,456 at December 31, 2025, 2024 and 2023, respectively. Amounts due to other Weichert affiliates were $446,764, $356,900, and $346,573 at December 31, 2025, 2024 and 2023, respectively.

(Continued)

NOTE 6 – SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

Selling, general and administrative expenses consist of the following:

	2025	2024	2023
Salaries and benefits	$ 4,847,939	$ 4,943,875	$ 4,562,127
Professional fees	710,783	780,715	172,434
Travel expenses	659,553	645,366	599,580
Advertising and business promotion	1,692,586	2,055,615	1,603,190
Rent expense	156,522	181,264	176,016
Other expenses	3,466,157	7,758,831	3,263,964
Total	$ 11,533,540	$ 16,365,666	$ 10,377,311

NOTE 7 – COMMITMENTS AND CONTINGENCIES

In the ordinary course of business, the Company is subject to various pending and threatened legal actions and claims incidental to its business. These claims and the potential outcomes are subject to uncertainties. In November 2024, the Company reached a settlement agreement with certain parties, which would require the Company to pay approximately $4,250,000. The first payment of $2,125,000 is to be made within 30 days after settlement approval, and the remainder is to be paid within one year after that date. Due to the above, the Company included $4,250,000 of expense in selling, general and administrative expenses within the statements of operations for the year ended December 31, 2024. This was offset by $2,125,000 reducing the reported amount of due from affiliates as a current asset and $2,125,000 reducing the amount due from affiliate reported in shareholder's equity on the balance sheets. As of December 31, 2025, the settlement requires finalization and remains unpaid and the related balances continue to be reflected in due from affiliates balances. The final resolution of this matter may result in a loss that differs from the amount accrued, however, management does not currently believe any additional loss beyond the recorded accrual is reasonably estimable at this time.

Franchisor Commitments: As of December 31, 2025, the Company has entered into Franchise Agreements for 326 offices, of which 324 were open. The standard term of the Franchise Agreement is 10 years. The Company and the franchisee may mutually agree to terminate the Franchise Agreement at any time during its term. The Company cannot terminate the Franchise Agreement without cause. The Company has the right to match any offer to purchase the franchisee's business.

As part of the Franchise Agreement, the Company receives an initial franchise fee and other continuing fees. Other continuing fees include a percentage of gross closed commission income and certain other fees including, but not limited to, marketing fees, training fees in excess of services provided initially, and convention and conference fees.

The Company provides the franchisee a value package as initial services, prior to the commencement of operations. The value package may include, but is not limited to, signage, stationery and special marketing and training materials. The costs associated with these services are included within selling, general and administrative expenses. Expenses related to providing these services for the years ended December 31, 2025, 2024 and 2023 were $469,317, $603,395, and $343,189, respectively.

(Continued)

NOTE 7 – COMMITMENTS AND CONTINGENCIES (Continued)

The Weichert Marketing Fund: In accordance with the Franchise Agreement, the Company maintains The Weichert Marketing Fund (the "Fund") to collect and administer funds on behalf of the individual franchises. Franchise owner contributions, along with Company contributions, are used for promotional and advertising programs designed to enhance the reputation of the Company and its franchise owners. To the extent the Company does not expend amounts collected, the Company may either expend the unused sum during the following fiscal year or rebate all or a portion of the unused sum back to the franchisees on a pro rata basis. The assets of the Fund, which are restricted for use by the Fund, along with an equal and offsetting liability of the same amount, are included in the balance sheets of the Company. Additionally, this results in recording an equal and offsetting amount of expenses, against all revenues such that there is no impact to overall profitability of the Company from these revenues. In addition, advertising costs are expensed as incurred. The restricted assets consist of cash balances and accounts receivable of $4,176,075, $3,787,901, and $3,532,922 for the years ended December 31, 2025, 2024 and 2023, respectively. The accrued marketing fund liability represents amounts not expended for fund purposes and was $4,176,075 $3,787,901, and $3,532,922, at December 31, 2025, 2024 and 2023, respectively.

EXHIBIT C

STATE FRANCHISE ADMINISTRATORS

CALIFORNIA

Office of the Commissioner
California Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs – Business Registration Division, Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise Division
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Franchise Section
Indiana Securities Commission
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

MARYLAND

Maryland Division of Securities
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Consumer Oversight Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl.
New York, New York 10005

NORTH DAKOTA

North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
701-328-2910

RHODE ISLAND

Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

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

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON

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

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
201 W. Washington Avenue – 3rd Fl.
Madison, Wisconsin 53703

EXHIBIT D

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Office of the Commissioner
California Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

HAWAII

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs – Business Registration Division, Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
6586 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

Commissioner of Securities
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

NEW YORK

Secretary of State of the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH DAKOTA

Insurance Commissioner
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
701-328-2910

RHODE ISLAND

Director of Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

WASHINGTON

Director of the Securities Division
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Commissioner of Securities
201 W. Washington Avenue – 3rd Fl.
Madison, Wisconsin 53703

EXHIBIT E

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

WEBSITE DISCLAIMER

The url address for our franchise website is www.weichertfranchise.com.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

ITEM 3 LITIGATION

Neither the franchisor nor any person or franchise broker disclosed in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

ITEM 6 OTHER FEES

The following sentence is added in Item 6, in column "(4)" of the row for "Late Charge": The highest interest rate allowed by law in California for late payments is 10% annually.

ITEM 12 TERRITORY

The following sentence is added at the end of the paragraph in Item 12 concerning our reservation of territorial rights which begins "Under the terms of the Franchise Agreement, you waive and release any claims, demands or damages arising from or related to any of the above activities":

> "These waivers and releases are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the California Franchise Investment Law (California Corporations Code Sections 31000 through 31516) or California Franchise Relations Act (California Business and Professions Code Sections 20000 through 20043). These waivers and releases will not apply to claims arising under the California Franchise Investment Law or California Franchise Relations Act."

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with 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 provision requiring application of the laws of New Jersey. This provision may not be enforceable under California law.

The Franchise Agreement requires venue to be limited to New Jersey. This provision may not be enforceable under California law. 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.

You must sign a general release of claims if you enter into a successor franchise agreement with us or transfer 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 Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.

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 TO PROSPECTIVE FRANCHISEES AT LEAST 14 DAYS PRIOR TO EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 14 DAYS PRIOR TO RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

The franchise agreement requires binding arbitration for certain types of disputes. The arbitration will occur in the state and county where we have our principal place of business at the time the arbitration proceeding is commenced, with the costs being borne by the parties equally, except as provided in Section 28.02 and 28.03 of the Franchise Agreement and any fees awarded us by an arbitrator; and provided, however, that each party will pay its own travel and lodging costs, attorneys' fees, accountants' fees and experts' 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.

OTHER

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.

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:

1. Representations made by the franchisor or its personnel or agents to a prospective `franchisee.
2. Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
3. Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
4. Violations of any provision of this division.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

A. This proposed registration is exempt from the registration requirements of the states of Connecticut, Florida, Iowa, Maine, North Carolina, Ohio, Oklahoma and South Carolina.

B. This proposed registration is or will be shortly on file in the states of California, Hawaii, Indiana, Illinois, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

C. No states have refused, by order or otherwise, to register these franchises.

D. No states have revoked or suspended the right to offer these franchises.

E. The proposed registration of these franchises has not been withdrawn in any state.

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

G. 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.

H. The following is added to the Cover Page:

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES 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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

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

ITEM 13 TRADEMARKS

While the franchisor does not own the Proprietary Marks, its corporate affiliate owns the Proprietary Marks and has licensed the franchisor both to use them and to sublicense them to its franchisees.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Notice Required By Law

   THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. The provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue and choice of law will not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act. Illinois law governs the Franchise Agreement with respect to Illinois franchisees.

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

4. Section 31.02 (“Your Acknowledgments”) is deleted from all Illinois Franchise Agreements.

OTHER

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.

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise 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 New Jersey law if such provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law, rather than New Jersey law, as stated in Section 28.04 of the Franchise Agreement.

2. Venue for litigation will not be limited to New Jersey, as specified in Section 28.05 of the Franchise Agreement.

3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Article 17 of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

4. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. Section 12.03 of the Franchise Agreement ("Enforcement of Covenants Not to Compete") will not apply to franchises offered and sold in the State of Indiana.

6. Article 23.01 of the Franchise Agreement ("Franchisor's Withholding of Consent – Franchisee's Exclusive Remedy") will not apply to franchises offered and sold in the State of Indiana.

7. Section 24.01 of the Franchise Agreement ("Injunction") will not apply to franchises offered and sold in the State of Indiana.

8. Section 28.07 (“Punitive Damages”) is deleted from the Franchise Agreement.

9. Notwithstanding the terms of Section 7.18 of the Franchise Agreement, Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee’s proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor’s negligence.

10. 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.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions will supersede and apply to all franchises offered and sold in the State of Maryland:

ITEM 5 INITIAL FEES

Item 5 is revised to add the following: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

ITEM 12 TERRITORY

The following sentence is added at the end of the paragraph in Item 12 concerning our reservation of territorial rights which begins "Under the terms of the Franchise Agreement, you waive and release any claims, demands or damages arising from or related to any of the activities described above":

> "These waivers and releases are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. These waivers and releases will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The general release required as a condition of entering into a successor franchise agreement with us, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.

OTHER

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.

If the franchise agreement or any agreement executed by the franchisee in connection therewith includes any questionnaire to be completed by or acknowledgments to be made by the franchisee that are contrary to the Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments, adopted on September 18, 2022 by the North American Securities Administrators Association, Inc. (with an effective date of January 1, 2023), then any such questionnaire and/or acknowledgments shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

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 on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonably opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor 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) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

(e) A provision that permits the Franchisor to refuse to renew a franchise 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 this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a Franchisor to refuse to permit a transfer or ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor 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 the Franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the Franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay an sums owing to the Franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor a right of first refusal to purchase the assets of a 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 the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

(j) 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.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CORPORATE OVERSIGHT DIVISION, ATTN.: FRANCHISE, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, the following provisions will supersede and apply:

ITEM 13 TRADEMARKS

1. Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Minn. Stat. '80C.21 and Minn. Rule 2860.4400J prohibits 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, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. No release language set forth in the Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

5. Under the terms of the Franchise Agreement as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

6. Minnesota Rule 2860.4400J prohibits requiring a franchisee to consent to liquidated damages. Under the terms of the Franchise Agreement, as modified by the Minnesota Addendum to the Franchise Agreement, all references to liquidated damages are deleted.

OTHER

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.

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 PROSPECTIVE 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 PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED

AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT 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.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

The following information is added to the cover page of the Disclosure Document, and notwithstanding anything to the contrary set forth in the Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

The franchisor has represented the following:

1) that no portion of the initial franchise fee has been allocated to the trademark or intellectual property;

2) that the initial franchise fee consists only of payments for franchise opening assistance, which is distinct from and not brand or trademark related to the franchisor.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A 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 FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR 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.

ITEM 2. BUSINESS EXPERIENCE

Item 2 of the Disclosure Document lists the directors, principal officers and other executives who will have management responsibility in connection with the operation of Weichert Real Estate Affiliates, Inc.′s ("Weichert's") business relating to the franchises offered by this Disclosure Document, with a statement for each regarding his principal occupations over the past five years.

ITEM 3. LITIGATION

In Item 3, under Concluded Litigation, in the sentence "Nearly 200 other franchisors have been compelled to enter into similar AODs with the Attorney General…" the words "have been compelled" are removed and replaced with "have felt required".

The following is added at the end of Item 3:

With the exception of what is stated above, the following applies 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.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. You may utilize whatever legal rights you may possess to suspend or discontinue operations due to a breach by Weichert and you may terminate the Agreement on any grounds available by law.

   Accordingly, the following language replaces the “Summary” section of Item 17(d), entitled “Termination by you”: “You may terminate the agreement on any grounds available by law.”

2. Sections 13.01(B) and 14.04 (A)(13) of the Franchise Agreement will be amended to include the following language immediately following the requirement that Franchisee execute a General Release:

   "Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its 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 GBL, Section 687(4) and 687(5) be satisfied."

   The language quoted immediately above is also added to the end of the “Summary” sections of Item 17(c), entitled “Requirements for you to renew or extend,” and Item 17(m), entitled “Conditions for our approval of transfer”.

3. The requirements of Sections 12.03, 18.01 and 24.01 of the Franchise Agreement that you consent to the entry of an injunction are modified in the State of New York to provide only that you consent to the seeking of such an injunction.

4. The following sentence is added at the end of the section entitled "Modification of the agreement" in Item 17(s) of the Disclosure Document:

   "However, any new or different requirement set forth will not unreasonably increase your obligations or place an excessive economic burden on your operations."

5. The following language is added to the end of each of Items 17(v) (“Choice of forum”) and 17(w) ("Choice of law") of the Disclosure Document:

   “The foregoing 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.”

OTHER

1. 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.

2. 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 earlier 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

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

1. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or New Jersey law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than New Jersey law, as stated in Section 28.04 of the Franchise Agreement.

2. 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 North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota.

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

4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.

5. Section 28.05 of the Franchise Agreement (“Venue”) is deleted from all Franchise Agreements used in the State of North Dakota.

6. The provisions for liquidated damages in Items 6 and 17 of the Disclosure Document are deleted from all Disclosure Documents used in North Dakota.

7. The following phrase is deleted from Section 17.04 of all Franchise Agreements used in the State of North Dakota: “, and will entitle us to receive the liquidated damages provided by Section 18.01 (as with any termination of this Agreement by us because of your default or your termination of this Agreement for any other reason)”

8. Section 18.01 is deleted from all Franchise Agreements used in the State of North Dakota,

9. Section 28.06 is deleted from all Franchise Agreements used in the State of North Dakota,

10. Section 28.02 is deleted from all Franchise Agreements used in the State of North Dakota and the following language is substituted for it:

    “The prevailing party will be entitled to recover from the losing party reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if the prevailing party prevails in any action instituted against the losing party to secure or protect its rights under this Agreement, or to enforce the terms of this Agreement, or in any action commenced or joined in by the losing party against the prevailing party.”

11. 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.

ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
ADDITIONAL INFORMATION REQUIRED BY
THE STATE OF RHODE ISLAND

In recognition of the requirements of the State of Rhode Island Franchise Investment Act (the "Act"), §19-28.1 *et seq.,* the Franchise Disclosure Document submitted by Weichert Real Estate Affiliates, Inc., for use in the State of Rhode Island is amended as follows:

1. Item 17 u.- Dispute resolution by arbitration or mediation shall comply with §19-28.1-21 of the Act - Private civil actions - and be amended to read:

   (a.) A person who violates any provision of this Act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§ 19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation.

   (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.

2. Item 17 v. - Choice of forum and Item 17 w. - Choice of law shall comply with § 19-28.1-14 of the Act - Jurisdiction and venue - and be amended to read:

   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.

3. 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.

Addendum to Disclosure Document
Pursuant to the Virginia Retail Franchise Act

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

Additional Disclosure: The following statements are added to Item 17. h:

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 do 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.

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.

WASHINGTON ADDENDUM TO THE DISCLOSURE DOCUMENT, 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 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement 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 that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. 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 in the franchise agreement or related agreements purporting to bind the franchisee 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 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 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 permitted under the Franchise Investment Protection Act 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, in any judicial or arbitration proceeding between the franchisor and franchisee, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding. The prohibition in the preceding sentence does not apply in circumstances when franchisors incur expenses for collection efforts outside of a judicial or arbitration proceeding or when the franchisee agrees to pay expenses as part of a settlement of a dispute.

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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations 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.

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.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises and does not include a franchisor, subfranchisor, or their officers, directors, or employees. 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.

19. In Item 6, in the row regarding Liquidated Damages, the following is added to the "Amount" column: "Liquidated Damages are subject to state law."

20. In Item 6, regarding the row titled "Taxes," a Washington franchisee will have no obligation to pay any taxes imposed by any taxing authority as a result of the Franchisor's or its affiliates' receipt of payments made by the Washington franchisee.

21. In Item 7, the following words are deleted from the footnote: "and other causes beyond its control".

22. In Item 12, the following language will not apply in Washington: "Under the terms of the Franchise Agreement, you waive and release any claims, demands or damages arising from or related to any of the foregoing activities engaged in by us or our Affiliates following the cancellation of your territorial rights for your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year, including, for example, any claim of divided loyalty; breach of fiduciary duty; fraud; unfair competition; tortious interference; unjust enrichment; breach of contract; and/or breach of the implied covenant of good faith and fair dealing. These provisions are not to be subject to further judicial or other construction, implication or attempts to provide you with any territorial rights following your failure to satisfy the Annual Minimum Performance Increase Requirement for any Calendar Year."

23. In Item 13, the following language will not apply in Washington: "Modification and Discontinuance…Under the terms of the Franchise Agreement, you promise in the Franchise Agreement not to start or join any proceeding against us for any resulting expenses."

24. In Item 17, subpart (d) ("Termination by you"), the following is added: "The franchisee may terminate under any grounds permitted by law."

25. The Franchisor will defer collection of all initial franchise fees until the Franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

WISCONSIN ADDENDUM TO DISCLOSURE DOCUMENT

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

1. **REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.**

2. The following will apply to Franchise Agreements in the State of Wisconsin:

   a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

   b. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and 60 days to remedy claimed deficiencies, shall supersede the requirements of Article 17 of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

3. 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.

EXHIBIT F

LIST OF OPERATIONAL FRANCHISEES

EXHIBIT F

LIST OF OPERATIONAL FRANCHISEES
(AS OF 12/31/25)

Franchisee	Street	City	State	Zip	Phone Number	Contact
ALABAMA						
Weichert, Realtors® - The Space Place	403 4th Ave., SW	Cullman	AL	35055	256-737-9611	Brenda Elliott
Weichert, Realtors® - JBR Legacy Group	410 Honeysuckle Rd.	Dothan	AL	36305	334-794-7211	James Bowman
Weichert, Realtors® - The Space Place	6767 Old Madison Pike, Suite 135	Huntsville	AL	35806	256-270-0310	Brenda Elliott
Weichert, Realtors® - The Space Place	23651 John T. Reid Parkway	Scottsboro	AL	35768	256-259-5800	Brenda Elliott
ARKANSAS						
Weichert, Realtors® - The Property Shoppe	949 Batesville Blvd.	Batesville	AR	72501	870-251-2485	Bill Olsen
Weichert, Realtors® - The Griffin Company	3301 South Walton Blvd., Suite 1	Bentonville	AR	72712	479-268-5500	Carter Clark
Weichert, Realtors® - The Griffin Company	3500 Old Greenwood Rd.	Fort Smith	AR	72905	479-242-4000	Carter Clark
Weichert, Realtors® - Market Edge	126 Industrial Park Rd., Suite B	Harrison	AR	72601	870-743-5555	Melissa Collins
Weichert, Realtors® - Home Source	105 Reynolds Road	Paragould	AR	72450	870-236-3100	Sandra Kelley
Weichert, Realtors® - The Griffin Company	5100 S. Thompson Street	Springdale	AR	72764	479-756-1003	Carter Clark
ARIZONA						
Weichert, Realtors® - Home Pro Realty	4365 E Pecos Rd., Suite 107	Gilbert	AZ	85295	480-878-533	Aaron Stradling

Weichert, Realtors® - Home Pro Realty	6877 S. Kings Branch Road, Suite 2	Gold Canyon	AZ	85218	480-982-7370	Aaron Stradling
Weichert, Realtors® - Sunset Peaks	163 W White Mountain Boulevard	Lakeside	AZ	85929	928-243-2692	Tabetha Hargett
Weichert, Realtors® - Upraise	2325 E Camelback Rd., Suite 400	Pheonix	AZ	85016	602-687-7803	Earnest Guill
Weichert, Realtors® - Courtney Valleywide	5801 S McClintock Dr., Suite 105	Tempe	AZ	85282	480-705-9600	Randall Courtney
Weichert, Realtors® - Copper Sky	1650 N Kolb Road, Suite 200	Tucson	AZ	85715	520-360-2996	Jeffrey Botkin
CALIFORNIA						
Weichert, Realtors® - All Stars	9440 Santa Monica Blvd., Suite 301	Beverly Hills	CA	90210	310-922-9300	Celia Safranovitz
Weichert, Realtors® - SoCal Living	861 Anchorage Place	Chula Vista	CA	91914	619-917-0574	Scott Vinson II
Weichert, Realtors® - America First Team	1028 Diablo St.,	Clayton	CA	94517	925-672-9091	Julie Rogers
Weichert, Realtors® - Sierra Pacific Group	705 Gold Lake Drive, Suite 250	Folsom	CA	95630	916-656-4663	Scott Kirk
Weichert, Realtors® - ValleyWide	17900 Murphy Parkway, Suite 109	Lathrop	CA	95330	209-879-9160	Luis Zubiate
Weichert, Realtors® - GlobalPoint	1 World Trade Center, 8th Floor	Long Beach	CA	90802	562-221-0055	Chris Lechner
Weichert, Realtors® - Rainbow Properties	6658 Thornton Avenue	Newark	CA	94560	510-791-7923	Adam Modzeleski
Weichert, Realtors® - HH and Associates	2170 Main Street, Suite C	Oakley	CA	94561	925-634-4611	David Hansen
Weichert, Realtors® - Superior Homes	900 S A St.	Oxnard	CA	93036	805-487-3880	Jose Escamilla
Weichert, Realtors® - Preferred	43-100 Cook Street, Suite 104	Palm Desert	CA	92211	760-469-4600	Robert Saunders
COLORADO						

Weichert, Realtors® - Professionals	6436 S Racine Circle, Suite 223 & 224	Centennial	CO	80111	303-302-4000	Tim Davis
CONNECTICUT						
Weichert, Realtors® - Four Corners Real Estate, LLC	203B Storrs Road	Mansfield Center	CT	06250	860-429-9700	Lawrence Ross
Weichert, Realtors® - On The Mark	47 Cherry Street	Milford	CT	06460	203-283-1422	Mark Liberman
Weichert, Realtors® - MRG	1447 New Litchfield St.	Torrington	CT	06790	862-35-0006	Anthony Marriott
Weichert, Realtors® - Briotti Group	750 Watertown Ave	Waterbury	CT	06708	203-754-5171	Stephen Briotti
Weichert, Realtors® - Briotti Group	246 Wolcott Road	Wolcott	CT	06716	203-879-2339	Stephen Briotti
DELAWARE						
Weichert, Realtors® -Beach Bound	33195 Lighthouse Road, Suite 7	Selbyville	DE	19975	302-567-3056	Robert Arlett
Weichert, Realtors® - Cornerstone	5700 Kirkwood Highway	Wilmington	DE	19805	610-624-1818	Nicholas Boscaino
FLORIDA						
Weichert, Realtors® - Nexon	208 Apollo Beach Blvd., Suite 101	Apollo Beach	FL	33572	813-200-8815	Hanforft Bautista
Weichert, Realtors® - Coastal City	705 Atlantic Blvd.	Atlantic Beach	FL	32233	904-249-7003	Peter Sapia
Weichert, Realtors® - Brandon Realty	211 N. Parsons Ave.	Brandon	FL	33510	813-689-1500	Nora Redding
Weichert, Realtors® - Hallmark Properties	4300 South Highway 27, Suite 103	Clermont	FL	34711	352-536-9948	Steven Pilchick
Weichert, Realtors® - NexGen	8180 NW 36th Street, Suite 102	Doral	FL	33166	786-477-8090	Ricardo Montalvan
Weichert, Realtors® - Hallmark Properties	5200 N Federal Highway, Suite 7	Fort Lauderdale	FL	33304	954-990-6497	Steven Pilchick

Weichert, Realtors® - Agency ONE	8191 College Parkway, Suite 206	Fort Myers	FL	33919	239-415-6500	Megan Eister
Weichert, Realtors® - Hallmark Properties	815 Mabbette St., Suite 100	Kissimmee	FL	34741	407-870-8388	Steven Pilchick
Weichert, Realtors® - Hallmark Properties	135 Parliament Loop, Suite 1001	Lake Mary	FL	32746	407-585-0500	Steven Pilchick
Weichert, Realtors® - True Quality Service	7109 Lake Worth Road	Lake Worth	FL	33467	561-488-7653	Michael Garcia
Weichert, Realtors® - Hallmark Properties	1787 W. State Road 434	Longwood	FL	32750	407-862-9966	Steven Pilchick
Weichert, Realtors® - Hallmark Properties	7640 N. Wickham Rd., Suite 102	Melbourne	FL	32940	321-327-2993	Steven Pilchick
Weichert, Realtors® - Capella Estates	13055 Sw 42nd Street, Suite 107	Miami	FL	33175	305-874-0013	Francisco Capella
Weichert, Realtors® - REV Group	7115 Rue Notre Dame	Miami Beach	FL	33141	305-974-5039	Joel Arguello
Weichert, Realtors® - Hallmark Properties	947 N Donnelly Street	Mount Dora	FL	32757	352-729-6528	Steven Pilchick
Weichert, Realtors® - Paradise Homes	3400 Tamiami Trail N, Suite 103	Naples	FL	34103	239-213-1616	Robert Nardi
Weichert, Realtors® - Hallmark Properties	235 North Causeway	New Smyrna Beach	FL	32168	386-427-2622	Steven Pilchick
Weichert, Realtors® - Hallmark Properties	724 S Magnolia Avenue	Ocala	FL	34470	352-867-7800	Steven Pilchick
Weichert, Realtors® - The Coffey Group	1855 Wells Road, Suite 8	Orange Park	FL	32073	904-214-4432	Sarah Coffey
Weichert, Realtors® - Hallmark Properties	937 N. Magnolia Avenue	Orlando	FL	32803	407-841-0888	Steven Pilchick
Weichert, Realtors® - Hallmark Properties	4614 S. Kirkman Road	Orlando	FL	32811	407-299-3000	Steven Pilchick
Weichert, Realtors® - Hallmark Properties	1185 W Granada Blvd., Suite 6	Ormond Beach	FL	32176	386-944-1080	Steven Pilchick
Weichert, Realtors® - Hallmark Properties	9 Harbor Center Drive, Suite 15	Palm Coast	FL	32137	386-445-1200	Steven Pilchick

Weichert, Realtors® - Hallmark Properties	3340 S Ridgewood Ave., Suite 2	Port Orange	FL	32129	386-322-0498	Steven Pilchick
Weichert, Realtors® - Sunshine Properties	2361 SE Seafury Lane	Port St Lucie	FL	34952	772-398-6400	Andrea LaFavor
Weichert, Realtors® - Coastal City	282 Paseo Reyes Dr.	Saint Augustine	FL	32095	904-770-4663	Peter Sapia
Weichert, Realtors® - Hallmark Properties	1401 13th Street	Saint Cloud	FL	34769	407-891-1220	Steven Pilchick
Weichert, Realtors® - Hallmark Properties	205 N Orange Ave., Suite 101	Sarasota	FL	34236	941-706-2141	Steven Pilchick
Weichert, Realtors® - Florida Tropics	50 Commercial Way	Spring Hill	FL	34606	352-682-7997	John Dipalo
Weichert, Realtors® - Sunshine Properties	143 SW Monterey Rd.	Stuart	FL	34994	772-398-6400	Andrea LaFavor
Weichert, Realtors® - Exclusive Properties	11734 N Dale Mabry Hwy.	Tampa	FL	33618	727-344-9325	Hector Contreras
Weichert, Realtors® - Hallmark Properties	3800 20th Street	Vero Beach	FL	32960	772-231-8480	Steven Pilchick
Weichert, Realtors® - Capella Estates	1960 N Commerce Pkwy., Suite #3	Weston	FL	33326	954-888-9322	Francisco Capella
Weichert, Realtors® - Royal Heritage	8480 Okeechobee Blvd., Suite 5	West Palm Beach	FL	33411	561-245-5945	Marilyn Velez
Weichert, Realtors® - Hallmark Properties	400 Morse Blvd. W, Suite 103	Winter Park	FL	32789	407-644-5385	Steven Pilchick

GEORGIA

Weichert, Realtors® - Vision	9570 Nesbit Ferry Road, Suite 100	Alpharetta	GA	30022	678-936-9888	Charlotte Palmer
Weichert, Realtors® - The Collective	342 N Main St., 2nd Floor	Alpharetta	GA	30009	404-848-0996	Mikel Muffley
Weichert, Realtors® - Cara & Associate	2771 Lawrenceville HWY, Suite 100	Decatur	GA	30033	770-492-1390	Kim Wieloch
Weichert, Realtors® - Real Estate Professionals	201 E General Stewart Way	Hinesville	GA	31313	912-332-5194	Aaron Duncan

Weichert, Realtors® - Prestige Partners	1400 Veterans Memorial Hwy. SE, Suite 138	Mableton	GA	30126	404-437-6297	Stephanie Kennedy
Weichert, Realtors® - Cornerstone	109 Shaw Street	Martinez	GA	30907	706-364-4234	William Webb
Weichert, Realtors® - Webb & Associates	95 Bel-Air Drive	Statesboro	GA	30461	912-764-9722	William Webb
ILLINOIS						
Weichert, Realtors® - First Chicago	209 W. Ohio Street	Chicago	IL	60654	312-467-9900	Ronald Ruby
Weichert, Realtors® - All Pro	7134 W. Grand Avenue	Chicago	IL	60707	773-637-6500	George Ristau
Weichert, Realtors® - Signature Professionals	211 N 1st Street	Dekalb	IL	60115	815-754-5050	Carrie Ottum
Weichert, Realtors® - All Pro	7747 W. Belmont Avenue	Elmwood Park	IL	60707	708-452-7653	George Ristau
Weichert, Realtors® - Tovar Properties	5812 East Drive	Loves Park	IL	61111	815-877-8500	Rion Tovar-South
Weichert, Realtors® - Homes By Presto	1717 N Naper Blvd., Suite 200	Naperville	IL	60563	800-495-1120	Lisa Stover
INDIANA						
Weichert, Realtors® - Home Group	1910 Parkside Drive	Columbus	IN	47203	812-376-9433	Greg Simo
Weichert, Realtors® - The Moke Agency	617 N Main Street	Crown Point	IN	46307	219-662-3000	Joseph Moke
Weichert, Realtors® - The Lawson Co.	1280 E Main Street	Danville	IN	46122	317-745-6404	Jack Lawson
Weichert, Realtors® - The Schulz Group	5200 Washington Avenue, Suite F	Evansville	IN	47715	812-479-8711	Mike Schulz
Weichert, Realtors® - Tralee Properties	500 US 31 S	Greenwood	IN	46142	317-883-3333	Daniel Moriarty
Weichert, Realtors® - Cooper Group Indy	816 Fort Wayne Ave.	Indianapolis	IN	46204	317-538-5885	Ronda Bailey-Cooper

Weichert, Realtors® - ABG	403 Pearl Street	Jeffersonville	IN	47130	502-893-1900	Allison Bartholomew
Weichert, Realtors® - Hoosier Heartland	125 E North St.,	Kendallville	IN	46755	260-347-4206	Trey Forbes
Weichert, Realtors® - Len Wilson & Associates	824 Columbia Street	Lafayette	IN	47901	765-296-9009	Leonard Wilson
Weichert, Realtors® - Merrion Group	1010 N Karwick	Michigan City	IN	46360	219-872-4000	Mary Welty-Meyer
Weichert, Realtors® - Shoreline	746 E Lincoln Highway	Schererville	IN	46375	219-864-8440	Kyle Wade
Weichert, Realtors® - Jim Dunfee & Associates	54500 N Ironwood Road	South Bend	IN	46635	574-277-7444	Beau Dunfee
Weichert, Realtors® - Shoreline	840 E Lincoln Way	Valparaiso	IN	46383	219-707-5876	Kyle Wade
Weichert, Realtors® - EPG	144 W Main Street	Westfield	IN	46074	317-679-5351	Jessica McGuire
IOWA						
Weichert, Realtors® - The 515 Agency	3607 NE Otter View Circle, Suite 101	Ankeny	IA	50023	515-257-6007	Ryan Hoover
Weichert, Realtors® - Miller & Clark Agency	300 Walnut Street, Suite 250	Des Moines	IA	50309	515-232-7355	Jason Miller
Weichert, Realtors® - The Massimo Team	804 Main Street	Keokuk	IA	52632	319-524-9510	Keeli Massimo
KANSAS						
Weichert, Realtors® - Welch & Company	15245 Metcalf Avenue	Overland Park	KS	66223	913-647-5700	Kent Welch
KENTUCKY						
Weichert, Realtors® - ABG	1209 Highland Avenue, Suite K	Carrollton	KY	41008	502-243-4003	Allison Bartholomew
Weichert, Realtors® - ABG	2985 Liberty Rd., Ste. 14012	Lexington	KY	40509	859-543-8253	Allison Bartholomew

Weichert, Realtors® - Ford Brothers	64 Keavy Road, Suite 1	London	KY	40744	606-878-7112	Matt Ford
Weichert, Realtors® - ABG	2920 Frankfort Avenue, Suite 103	Louisville	KY	40206	502-893-1900	Allison Bartholomew
Weichert, Realtors® - ABG	9115 Leesgate Rd., Suite A	Louisville	KY	40220	502-425-2220	Allison Bartholomew
Weichert, Realtors® - Ford Brothers	1215 N Main Street, Suite 5	Monticello	KY	42633	606-256-5229	Matt Ford
Weichert, Realtors® - Ford Brothers	1071 Berea Road	Richmond	KY	40475	606-256-5229	Matt Ford
Weichert, Realtors® - H. Barry Smith Co.	88 Brunderstown Rd.	Shelbyville	KY	40065	502-633-2746	Shawn Willard
Weichert, Realtors® - Ford Brothers	1406 S. Highway 27	Somerset	KY	42501	606-679-2656	Matt Ford
LOUISIANA						
Weichert, Realtors® - Loescher Properties	405 Cedar Street	Madisonville	LA	70447	504-281-2339	Charles Loescher
Weichert, Realtors® - LaBranch & Associates	10555 Lake Forest Blvd., Suite 7A	New Orleans	LA	70127	504-300-0820	LaTanya LaBranch
MARYLAND						
Weichert, Realtors® - Diana Realty	414 S. Main Street	Bel Air	MD	21014	410-893-1200	Patricia Diana
Weichert, Realtors® - Blue Ribbon	4201 Mitchellville Rd., Suite 203	Bowie	MD	20715	301-262-3100	Tracy Adams
Weichert, Realtors® - McKenna & Vane	9861 Broken Land Pkwy., Suite 100	Columbia	MD	21045	410-381-3331	Michael McKenna
Weichert, Realtors® - Integrity Home Team	10999 Red Run Blvd., Suite 209	Owings Mills	MD	21117	410-449-3009	Shalynn Mills-Arasanmi
MASSACHUSETTS						
Weichert, Realtors® - Penrose Group	560 Harrison Ave., Suite 503	Boston	MA	02118	617-670-1171	Eric Chauvin

Weichert, Realtors® - Blueprint Brokers	425a Broadway	Everett	MA	02149	857-204-7179	Frank Santaniello
Weichert, Realtors® - Donahue Partners	850 Main Street	Falmouth	MA	02540	508-548-5412	Dennis Murphy
Weichert, Realtors® - Daher Companies	235 East Street	Methuen	MA	01844	978-688-7251	Kenneth Daher
Weichert, Realtors® - Yamin Group	674 Turnpike Street	North Andover	MA	01845	978-898-9892	Mohamad Yamin
Weichert, Realtors® - Hope & Associates	470 Park Avenue	Worcester	MA	O1610	508-795-3885	Julia Acquaah-Harrison
MICHIGAN						
Weichert, Realtors® - Emerald Properties	111 N. Bostwick Street	Charlotte	MI	48813	517-543-7363	Eric Crandall
Weichert, Realtors® - Gold Star	69045 M-62, Suite 10	Edwardsburg	MI	49112	269-414-4246	Jeffrey Brown
Weichert, Realtors® - Platinum Group	3061 Macatawa Drive SW, Suite D	Grandville	MI	49418	616-301-2550	Craig Van Assen
Weichert, Realtors® - Broadway Realty	614 E Broadway Street	Mount Pleasant	MI	48858	989-775-3800	Paula Arndt
Weichert, Realtors® - BHM Preferred	705 S Main St., Suite 101-K	Plymouth	MI	48170	248-719-8948	Tina Fisher
MINNESOTA						
Weichert, Realtors® - Integrity	12 Bridge Square, Suite 203	Anoka	MN	55303	763-754-1400	Rodney Schimmel
Weichert, Realtors® - Paulson Land Company	106 North Lake Avenue	Battle Lake	MN	56515	218-864-5203	Kristina Greene
Weichert, Realtors® - Tower Properties	17122 State Highway 371	Brainerd	MN	56401	218-825-7787	Timothy Bosch
Weichert, Realtors® - Carnel & Co.	100 4th Street S	Cannon Falls	MN	55009	507-263-4279	Robert Siebenaler

Weichert, Realtors® - Heartland	1801 Green Street	Faribault	MN	55021	507-334-2173	Jake Piller
Weichert, Realtors® - Community Group	300 St. Andrews Drive, Suite 110	Mankato	MN	56001	507-388-1111	Rich Draheim
Weichert, Realtors® - Tower Properties	2320 Highway 12 E, Suite 5	Willmar	MN	56201	320-262-7787	Tim Bosch
Weichert, Realtors® - Advantage	710 Commerce Drive, Suite 180	Woodbury	MN	55125	888-578-2210	Mark LaQua
MISSISSIPPI						
Weichert, Realtors® - Gulf Properties	13061 Shriners Blvd., Suite F	Biloxi	MS	39532	228-400-4853	Lynn Wade
Weichert, Realtors® - Innovations	3 Stonegate Dr.	Brandon	MS	39042	601-824-1140	Clayton Parker
Weichert, Realtors® - Innovations	1085-A Gluckstadt Road, Bldg. 200	Madison	MS	39110	601-709-8770	Buck Covington
Weichert, Realtors® - Gulf Properties	2668 Bienville Blvd.	Ocean Springs	MS	39564	228-400-4853	Lynn Wade
MISSOURI						
Weichert, Realtors® - The Griffin Company	2277 Highway 265	Branson	MO	65616	417-338-4500	Carter Clark
Weichert, Realtors® - House of Brokers	2005 W Broadway, Ste. 215	Columbia	MO	65203	573-446-6767	Dawn Daly
Weichert, Realtors® - Laurie Realty	304 N Main Street	Laurie	MO	65037	573-374-5400	William Boulden
Weichert, Realtors® - Generations	701 NE Woods Chapel Rd.	Lees Summit	MO	64064	816-224-7911	James Jones
NEVADA						
Weichert, Realtors® - Millennium	9500 Hillwood Drive, Suite 140	Las Vegas	NV	89118	702-982-8968	Scott Dale
NEW HAMPSHIRE						

Weichert, Realtors® - Peterson & Associates	547 Amherst St., Suite 100	Nashua	NH	03063	603-521-6400	Michael Peterson
NEW JERSEY						
Weichert, Realtors® - The Asbury Group	526 Pacific Avenue, Suite 201A	Atlantic City	NJ	08401	609-398-2400	John Moore
Weichert, Realtors® - Brigantine Realty	3312 Brigantine Blvd.	Brigantine	NJ	08203	609-266-2121	Gary Woerner
Weichert, Realtors® - Quispe & Associates	520 Westfield Avenue, Suite 308	Elizabeth	NJ	07208	908-313-6255	Renata Quispe-Abanto
Weichert, Realtors® - Home City	112 Jabez Street, Suite 106	Newark	NJ	7105	201-293-6333	Augusto Verissimo
Weichert, Realtors® - The Asbury Group	660 Asbury Avenue	Ocean City	NJ	08226	609-398-4400	John Moore
Weichert, Realtors® - City to Shore	1228 Bayshore Road	Villas	NJ	08251	609-886-8200	Claudio Pawlus
NEW MEXICO						
Weichert, Realtors® - Image	6705 Academy Rd. NE, Suite A	Albuquerque	NM	87109	505-207-3432	Peter Cochran
NEW YORK						
Weichert, Realtors® - Tri-City Properties	1510 Central Avenue, Suite 308 & 380	Albany	NY	12205	518-456-7140	Brent Tague
Weichert, Realtors® - Fontaine & Associates	15 2nd Street	Athens	NY	12015	518-945-2125	Don Fontaine
Weichert, Realtors® - Quality Homes	2065 Grand Avenue	Baldwin	NY	11510	516-867-3508	Anthony Atkinson
Weichert, Realtors® - Prince & Associates	1363 5th Avenue	Bay Shore	NY	11706	631-983-4944	Angela Prince
Weichert, Realtors® - Legacy Group	1722 Crosby Avenue	Bronx	NY	10461	718-597-2300	Maria Porco-Rosa
Weichert, Realtors® - 1st Premier	8614 3rd Avenue	Brooklyn	NY	11209	718-745-5792	Khaled Farraj

Weichert, Realtors® - Reliable Properties	757 Columbia Turnpike	East Greenbush	NY	12061	518-312-4800	Kevin Cioffi
Weichert, Realtors® - Performance Homes	281 Main Street	Farmingdale	NY	11735	516-845-4700	Anthony Garcia
Weichert, Realtors® - The Bollinger Group	7137 E. Genesee Street	Fayetteville	NY	13066	315-637-0555	Deana Ingram
Weichert, Realtors® - TMT Group	19920 32nd Avenue	Flushing	NY	11358	718-229-5200	Anthony Tamboni
Weichert, Realtors® - The Spiesman Group	223 Boices Lane	Kingston	NY	12401	845-336-2633	Randy Spiesman
Weichert, Realtors® - Heritage Properties	514 Gramatan Avenue	Mount Vernon	NY	10552	914-667-8996	Sylvia Woods
Weichert, Realtors® - Premier Properties	147 Genesee Street	New Hartford	NY	13413	315-735-4663	Brett Lojewski
Weichert, Realtors® - Langer Homes	21443 Jamaica Avenue	Queens Village	NY	11428	718-479-9200	Jeffrey Langer
Weichert, Realtors® - Lilac Properties	1580 Elmwood Avenue, Suite 1F	Rochester	NY	14620	585-613-4606	Curtis Amesbury
Weichert, Realtors® - Evolution Group	2791 Richmond Avenue	Staten Island	NY	10314	718-698-9797	Tracey Setaro-Skopp
NORTH CAROLINA						
Weichert, Realtors® - Unlimited	1 Village Lane	Asheville	NC	28803	828-687-1083	Leslie Pohlman
Weichert, Realtors® - Mark Thomas Properties	3901 University Drive	Durham	NC	27707	919-403-5315	Mark Thomas
Weichert, Realtors® - Wayne Younts & Associates	2911 Breezewood Avenue, Suite 200	Fayetteville	NC	28303	910-323-1804	Wayne Younts
Weichert, Realtors® - PMI Group	915 N New Hope Road, Suite D	Gastonia	NC	28054	980-320-8262	Joshua Fannin
Weichert, Realtors® - Mountain Executives	211 Linda Vista Drive	Hendersonville	NC	28792	828-697-1530	Timothy Ertzberger
Weichert, Realtors® - Team Metro	1144 Lenoir Rhyne Blvd.SE	Hickory	NC	28602	828-304-1000	Kim Smith

Weichert, Realtors® - Highlands Properties	450 N 4th Street	Highlands	NC	28741	828-526-5522	Kyle McKim
Weichert, Realtors® - Associated Group	717 S Main Street	Laurinburg	NC	28352	910-276-1200	Randy McCall
Weichert, Realtors® - LKN Partners	736 Brawley School Road, Suite A	Mooresville	NC	28117	704-663-4422	Christie Krantz
Weichert, Realtors® - At Waves Edge	801 Arendell St., Suite 4	Morehead City	NC	28512	252-808-2903	Lisa Lee
Weichert, Realtors® - Triad Associates	3061 Trenwest Drive	Winston Salem	NC	27103	336-759-0060	Mark Thomas
NORTH DAKOTA						
Weichert, Realtors® - Providence Properties	340 N Main Street, Suite 209	Watford City	ND	58854	701-444-3070	Michelle De Koekkoek
OHIO						
Weichert, Realtors® - Ron Neff Real Estate	75 W 2nd Street	Chillicothe	OH	45601	740-773-4670	Lon Fout
Weichert, Realtors® - R.E. 1790	5076 Wooster Rd., Suite 100	Cincinnati	OH	45226	513-272-1790	Kellie Barter
Weichert, Realtors® - Morgan Realty Group	142 E 2nd St	Port Clinton	OH	43452	419-732-0941	Jeffrey Morgan
Weichert, Realtors® - Triumph Group	189 S Liberty Street	Powell	OH	43065	614-841-9533	Steven Wilke
Weichert, Realtors® - Morgan Realty Group	223 Jackson Street, Suite 108	Sandusky	OH	44870	419-502-1022	Jeffrey Morgan
Weichert, Realtors® - Welcome Agency	5778 Youngstown Poland Road	Youngstown	OH	44514	330-757-4533	Marie Houston
OKLAHOMA						
Weichert, Realtors® - Centennial	360 24th Ave., NW, Suite 126	Norman	OK	73069	405-360-0303	Mitchell Biesemeyer
OREGON						

Weichert, Realtors® - Northwest	869 NW Wall St., Suite 204	Bend	OR	97703	541-647-1920	Justin Fairbanks
Weichert, Realtors® - On Main Street	230 E. Main Street	Hillsboro	OR	97123	971-371-3500	Steven Dials
PENNSYLVANIA						
Weichert, Realtors® - Cornerstone	636 Skippack Pike, Suite 100	Blue Bell	PA	19422	215-628-8300	Nicholas Boscaino
Weichert, Realtors® - Cornerstone	136 Second Avenue	Collegeville	PA	19426	610-624-1818	Nicholas Boscaino
Weichert, Realtors® - Cornerstone	149 S Main St.	Doylestown	PA	18901	215-345-7171	Nicholas Boscaino
Weichert, Realtors® - The Pro Group	4720 Wattsburg road	Erie	PA	16504	814-825-7761	Sherri Heasley
Weichert, Realtors® - First Choice	4206 Linglestown Road	Harrisburg	PA	17112	717-652-3500	Steven Scheib
Weichert, Realtors® - The Ortega Group	26 S Duke ST., Ste. A	Lancaster	PA	17602	717-455-7062	Luis Ortega
Weichert, Realtors® - Ruffino Real Estate	406 West Harford Street	Milford	PA	18337	570-296-7570	Donna Ruffino
Weichert, Realtors® - Cornerstone	4241 Main St.	Philadelphia	PA	19127	6106241818	Nicholas Boscaino
Weichert, Realtors® - Acclaim	2920 Route 611	Tannersville	PA	18372	570-629-6100	Charles Marzzacco
Weichert, Realtors® - Cornerstone	1238 W Chester Pike	West Chester	PA	19382	610-436-0400	Nicholas Boscaino
RHODE ISLAND						
Weichert, Realtors® - Atlantic Properties	1009 Reservoir Ave.	Cranston	RI	O2910	401-490-0303	Michael Navoian
Weichert, Realtors® - Cress & Company	5853 Post Road, Suite 101	East Greenwich	RI	O2818	401-885-2990	Rob Cressman
Weichert, Realtors® - Atlantic Properties	94 Main Street	Wakefield	RI	O2879	401-783-2550	Michael Navoian

SOUTH CAROLINA						
Weichert, Realtors® - Ray Covington, Inc.	2725 Devine Street	Columbia	SC	29205	803-252-8710	Trey Covington
Weichert, Realtors® - Pendarvis Company	307 Main Street	Edgefield	SC	29824	803-637-0079	Jewell Pendarvis
Weichert, Realtors® - Lifestyle	311 Johnnie Dodds Blvd., Suite 181	Mount Pleasant	SC	29464	843-860-9998	Cynthia Williams
Weichert, Realtors® - Southern Coast	1011 Highway 17 South	North Myrtle Beach	SC	29582	843-280-4445	David Jackson
Weichert, Realtors® - Shaun & Shari Group	217 Main Street	Seneca	SC	29678	864-885-1445	Shari Philips
Weichert, Realtors® - Shaun & Shari Group	302 NE Main Street	Simpsonville	SC	29681	864-626-0789	Shari Phillips
Weichert, Realtors® - Southern Coast	819 Surfside Drive	Surfside Beach	SC	29575	843-280-4445	David Jackson
TENNESSEE						
Weichert, Realtors® - The Space Place	500 Congress Parkway S	Athens	TN	37303	423-745-2634	Brenda Elliott
Weichert, Realtors® - Home Pros	2680 Trenton Road, Suite 400	Clarksville	TN	37040	931-552-1415	Randy Worcester
Weichert, Realtors® - The Space Place	3555 Keith St. NW	Cleveland	TN	37312	423-380-8872	Brenda Elliott
Weichert, Realtors® - The Webb Agency	874 West Avenue	Crossville	TN	38555	931-707-8787	Sheryl Webb
Weichert, Realtors® - Tiger Real Estate	1220 Gay Street	Dandridge	TN	37725	865-940-1430	Tony Thomas
Weichert, Realtors® - SPM	3161 Highway 64, Suite 400	Eads	TN	38028	901-800-8273	Harry Spore
Weichert, Realtors® - Big Dog Group	2060 Fairview Blvd	Fairview	TN	37062	615-799-9494	Jonathan Cherry
Weichert, Realtors® - Southern Realty Partners	131 Maple Row Blvd., Suite A101	Hendersonville	TN	37075	615-431-8787	Kelly McDaniel

Weichert, Realtors® - Saxon Clark	555 E Main Street, Suite 101	Kingsport	TN	37660	423-765-9118	Mike Norris
Weichert, Realtors® - Advantage Plus	10160 Parkside Drive, Suite 100	Knoxville	TN	37922	865-474-7100	Jeffrey Grebe
Weichert, Realtors® - The Space Place	852 W Commerce Street	Lewisburg	TN	37091	931-422-5510	Brenda Elliott
Weichert, Realtors® - Benchmark	3263 E. Sarazens Circle	Memphis	TN	38125	901-202-2000	Eric Bowman
Weichert, Realtors® - The Andrews Group	511 N. Thompson Lane	Murfreesboro	TN	37129	615-848-7744	Thomas Andrews
Weichert, Realtors® - The Andrews Group	30 Burton Hills Blvd., Suite 385	Nashville	TN	37215	615-383-3142	Thomas Andrews
Weichert, Realtors® - Crunk Real Estate	890 Pickwick Street	Savannah	TN	38372	731-925-4433	Victoria Johnson
Weichert, Realtors® - Joe Orr & Associates	309 South Jackson Street	Tullahoma	TN	37388	931-455-0555	Joe Orr
TEXAS						
Weichert, Realtors® - Barton Harris & Co.	8700 Manchaca Road, Suite 603	Austin	TX	78748	512-330-9300	Barton Harris
Weichert, Realtors® - Solid Ground	420 W. Sam Rayburn Drive	Bonham	TX	75418	903-583-4900	Angel Titsworth
Weichert, Realtors® - BCS	750 William D. Fitch Park Way, Suite 430A	College Station	TX	77845	979-485-5458	Warren Green
Weichert, Realtors® - The Place Of Houses	1009 Furman Avenue	Corpus Christi	TX	78404	361-882-5588	Jean Giegerich
Weichert, Realtors® - The Legacy Group	2201 Spinks Road, Suite 169	Flower Mound	TX	75022	972-724-4995	Janae Alvarez
Weichert, Realtors® - Suburban Properties	7500 Stonebrook Parkway, Suite 100	Frisco	TX	75034	469-234-9000	Daniel Roemer
Weichert, Realtors® - Property Partners	2401 Internet Blvd., Suite 107	Frisco	TX	75034	214-550-2793	Therese Macaluso
Weichert, Realtors® - The Hatmaker Group	1021 61st St, Suite 100-B	Galveston	TX	77551	409-744-4622	Michelle Hatmaker

Weichert, Realtors® - The Murray Group	9708 Hillcroft Avenue	Houston	TX	77096	713-728-2300	Wayne Murray
Weichert, Realtors® - The Murray Group	23501 Cinco Ranch Blvd., Suite G252	Katy	TX	77494	281-208-1700	Wayne Murray
Weichert, Realtors® - Nash & Associates	6010 McPherson Rd., Suite 110	Laredo	TX	78041	956-999-8181	Juan Gonzalez
Weichert, Realtors® - Montalvo & Associates	5400 N Ware Road, Suite 80	McAllen	TX	78504	956-540-7337	Grizelda Montalvo
Weichert, Realtors® - Corwin & Associates	133 N Sequin Avenue	New Braunfels	TX	78130	830-632-5725	Joe Corwin
Weichert, Realtors® - Select	8023 Vantage Drive, Suite 890	San Antonio	TX	78216	210-399-0206	Dottie Sobrino
Weichert, Realtors® - Strategic Alliance	3522 Paesanos Pkway, Suite 304	San Antonio	TX	78231	210-363-5082	Pamela Alvarez
Weichert, Realtors® - Infinity	102 Wonder World Dr., Suite 302	San Marcos	TX	78666	573-433-6586	Ian Alkire
Weichert, Realtors® - Team Realty	801 E Highway 199	Springtown	TX	76082	817-220-4663	Amanda Howard
Weichert, Realtors® - The Murray Group	4655 Sweetwater Blvd., Suite 675	Sugar Land	TX	77479	281-243-4500	Wayne Murray
Weichert, Realtors® - The Murray Group	9303 New Trails Dr., Suite 165	The Woodlands	TX	77381	281-320-8000	Wayne Murray
Weichert, Realtors® - The Eastland Group	5015 Lakewood Drive	Waco	TX	76710	254-235-5015	Kenneth Castello
Weichert, Realtors® - Team Realty	406 S. Main Street	Weatherford	TX	76086	817-598-0988	Amanda Howard
VIRGINIA						
Weichert, Realtors® - Home Run Realty	500 England Street	Ashland	VA	23005	804-752-3503	Emma Mitchell
Weichert, Realtors® - Brockwell & Associates	210 Temple Ave	Colonial Heights	VA	23834	804-518-0500	John Brockwell
Weichert, Realtors® - Blue Ribbon	824 John Marshall Highway	Front Royal	VA	22630	540-635-8000	Tracy Adams

Weichert, Realtors® - Baron & Snipes, Co.	11551 Nuckols Rd.	Glen Allen	VA	23059	804-672-6700	Jeanette Snipes
Weichert, Realtors® - Nancy Beahm Real Estate	1910 Erickson Ave., Suite 9	Harrisonburg	VA	22801	540-433-6666	Corri Collins
Weichert, Realtors® - Mason-Davis	47 Market Street	Onancock	VA	23417	757-787-1010	Eugene Mason
Weichert, Realtors® - KBL Companies	3508 Robs Dr.	Suffolk	VA	23434	757-967-0410	Linda Bass
Weichert, Realtors® - Short Way Real Estate	1205 E. Main Street	Wytheville	VA	24382	276-223-4018	Glenward Short
WASHINGTON						
Weichert, Realtors® - Pillar Northwest	1495 NW Gilman Road, Suite 15	Issaquah	WA	98027	425-577-6280	Lara Dunn
Weichert, Realtors® - Vanson Associates	8193 Kendall Road	Maple Falls	WA	98266	360-933-0001	Bret VanLant
Weichert, Realtors® - Reynolds Real Estate	4212 Capitol Blvd. SE	Turnwater	WA	98501	360-412-6731	Ryan Reynolds
Weichert, Realtors® - Equity NW	15650 NE Fourth Plain Blvd., Suite 101	Vancouver	WA	98682	360-253-1212	Gene Thompson
WEST VIRGINIA						
Weichert, Realtors® - Blue Ribbon	604 Wilson Street	Martinsburg	WV	25401	304-262-8700	Tracy Adams
WISCONSIN						
Weichert, Realtors® - Great Day Group	502 Oak St.	Baraboo	WI	53913	608-356-0120	Emily Ruzicka
Weichert, Realtors® - Lakepoint	2345 Atwood Avenue	Madison	WI	53704	608-721-8002	Robert Grether
Weichert, Realtors® - Your Home Team	1738 Main St.	Marinette	WI	54143	715-330-5260	Amy Bretl
Weichert, Realtors® - CornerStone	1603 Washington St.	Two Rivers	WI	54241	800-593-2030	JoAnne Kouba

Franchisees who have signed a franchise agreement but not yet opened their outlet, as of 12/31/2025: None.

EXHIBIT G

FORMER FRANCHISEES

EXHIBIT G

FORMER FRANCHISEES

The name, city and state and last-known business telephone number of every franchisee whose franchise has, during 2025, been terminated, canceled or not renewed; or who have, during the same period, otherwise voluntarily or involuntarily ceased to do business under a Weichert® Franchise Agreement; or, who have not communicated with Weichert within 10 weeks of the date of this disclosure document.

Former Franchisee	City	State	Phone Number	Contact
Weichert, Realtors® - Civic Center	Scottsdale	AZ	602 291-2090	Christopher Bianco
Weichert, Realtors® - The Dole Group	Fountain Valley	CA	714-252-4444	Khoa Do
Weichert, Realtors ® - Paramount	Sacramento	CA	916-647-4951	Kanti Lal
Weichert, Realtors ® - Hallmark Properties	Palm Bay	FL	321-821-4310	Steven Pilchick
Weichert, Realtors ® - Coastal Properties	Savannah	GA	912-356-0010	Joseph Ryan
Weichert, Realtors ® - Cormier & Associates	Garden City	ID	208-918-3658	Joshua Cormier
Weichert, Realtors ® - McKee Real Estate	Long Grove	IL	847-634-6500	Roberta O'Reilly
Weichert, Realtors ® - Advantage	Naperville	IL	630-219-2400	Beverly Gale
Weichert, Realtors ® - Your Place Realty	Oswego	IL	630-554-5700	Craig Caffarello
Weichert, Realtors ® - The Home Team	Tinley Park	IL	708-960-4476	Denise Raines
Weichert, Realtors ® - Turnkey	Baton Rouge	LA	225-361-0036	Patricia McCann
Weichert, Realtors ® - Prestige Homes	Metairie	LA	504-875-4864	Darlene Plaia
Weichert, Realtors ® - Villar and Company	Prairieville	LA	225-744-2610	Donna Villar
Weichert, Realtors ® - Magill Generations	Timonium	MD	410-654-9444	Douglas Magill
Weichert, Realtors ® - Grant Hamady	Burton	MI	810-744-4333	Grant Hamady
Weichert, Realtors ® - Home Towne	Lansing	MI	517-372-2273	Kyle Shaw
Weichert, Realtors ® - MNsota	Big Lake	MN	763-262-0010	Jeffrey Nagorski
Weichert, Realtors ® - 406 Properties	Victor	MT	406-642-3054	Sheriese Jones
Weichert, Realtors ® - Sally Awad Group	Charlotte	NC	704-680-8689	Sally Awad
Weichert, Realtors ® - High Country	West Jefferson	NC	336-846-6875	Irene Sabol

Weichert, Realtors ® - City to Shore	Cape May	NJ	609-886-8200	Daniel Harris, Jr.
Weichert, Realtors ® - Tirrell Realty	Riverside	RI	401-437-2030	Philip Tirrell
Weichert, Realtors ® - Cress & Company	Westerly	RI	401-637-4901	Robert Cressman, Sr.
Weichert, Realtors ® - Coastal Properties	Beaufort	SC	843-379-3010	Joseph Ryan
Weichert, Realtors ® - Coastal Properties	Bluffton	SC	843-815-9191	Joseph Ryan
Weichert, Realtors ® - The Freedom Group	Florence	SC	843-673-9181	Brett Butler
Weichert, Realtors ® - Coastal Properties	Hilton Head Island	SC	843-341-3700	Joseph Ryan
Weichert, Realtors ® - Palm Realty Group	Moncks Corner	SC	843-761-1922	Cheri Smoak
Weichert, Realtors ® - Southern Coast	Myrtle Beach	SC	843-280-4445	David Jackson
Weichert, Realtors ® - Coastal Properties	Okatie	SC	843-705-3351	Joseph Ryan
Weichert, Realtors ® - The Select Group	Walterboro	SC	843-782-4499	Eric Campbell
Weichert, Realtors ® - Advantage Plus	Knoxville	TN	865-577-7575	Jeffrey Grebe
Weichert, Realtors ® - The Realty Group	Springfield	TN	615-384-2543	George Hatcher, Jr.
Weichert, Realtors ® - of the Permian Basin	Midland	TX	432-694-7333	Shana Curry Gipson
Weichert, Realtors ® - Inlet Properties	Virginia Beach	VA	757-422-9962	Chuck Kirkland
Weichert, Realtors ® - Premier Properties	Puyallup	WA	253-444-4059	Jerry Filoteo

The name, city and state and last-known business telephone number of every franchisee who transferred its franchise during 2025.

Weichert, Realtors ® - Nancy Beahm Real Estate	Harrisonburg	VA	540-433-6666	Nancy Beahm

The below *offices that were considered open outlets in 2025 as a Branch Offices (Additional Offices) but were converted from full Branch (Additional Office) status to Satellite Office Status in 2025. Each of the following is therefore counted as a termination in 2025 as it was removed from the list of operational franchisees.*

The name, city and state and last-known business telephone number of every franchisee who converted one Additional Office to a Satellite Office during 2025:

Weichert, Realtors ® - Sunshine Properties	Jupiter	FL	561-406-2286	Andrea LaFavor

Weichert, Realtors ® - Exclusive Properties	Saint Petersburg	FL	727-344-9325	Hector Contreras
Weichert, Realtors ® - Shaun & Shari Group	Duncan	SC	864-485-2100	Shari Phillips
Weichert, Realtors ® - Property Partners	Celina	TX	214-550-2793	Therese Macaluso

EXHIBIT H

WEICHERT LEAD NETWORK LEAD PROGRAM AGREEMENT

WEICHERT LEAD NETWORK LEAD PROGRAM AGREEMENT

THIS AGREEMENT entered into as of the __ day of _____ (the "Effective Date") by and between Weichert Lead Network, Inc., a Delaware Corporation, with its principal location at 1625 Route 10E, Morris Plains, NJ (WLN), and _____ _____ d/b/a WEICHERT, REALTORS® - _____ whose principal address is __ _____ (the "Company").

W I T N E S S E T H:

WHEREAS, WLN, an affiliated company of Weichert Real Estate Affiliates, Inc. ("WREA"), offers the Weichert Lead Network Lead Program (the "Lead Program") which promotes, manages and refers Internet-based real estate sales leads (each a "Lead") to real estate brokers for a fee;

WHEREAS, pursuant to that Office Franchise Agreement between the Company and WREA dated [ ] (the "Franchise Agreement"), the Company is an independently owned and operated Weichert® franchisee; and

WHEREAS, subject to the terms and conditions set forth below, WLN will send Leads to the Company.

NOW THEREFORE, in the consideration of the premises, and for other goods and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Promotion**. WLN will advertise and promote, at its own expense, the Lead Program and the Weichert® brand name and services, including its toll free consumer telephone number and web site(s), in a variety of print, broadcast and other electronic media. The selection of media and amount of expenditure is at the sole discretion of WLN. Such advertising and promotion may include the display of real estate properties listed with the Company, for which the Company will have first obtained the property owner's written permission, and if required, written permission from the Company's local Multiple Listing Service provider(s).

2. **WLN Responsibilities.** WLN will manage inquiries it receives from prospective real estate customers, and in its sole discretion refer any such inquiry it receives to licensed real estate agents designated by the Company to participate in the Lead Program (the "Lead Specialist") in accordance with the terms herein. WLN will notify the Company of each Lead referred to a Lead Specialist, and WLN may remove any Lead Specialist from the Lead Program for any reason at anytime. Nothing herein shall obligate WLN to refer or assign a minimum number of Leads to the Company or any Lead Specialist.

3. **Company Responsibilities.**

a. In accordance with the Weichert Lead Network Lead Program Polices and Procedures (the "Policies"), attached hereto as Schedule A and posted at www.weichertleadnetwork.com (the "Portal"), the Company will fully comply with the Policies

and promptly notify WLN of any additions, deletions or changes to the Company's list of designated Lead Specialists via the Portal. During the term of this Agreement and in order to receive Leads, the Company agrees to maintain a minimum of five (5) Lead Specialists for each Weichert® office location owned and operated by the Company. The Company agrees to monitor the Portal daily, and train and supervise the activities of the Company's Lead Specialists for each Lead.

b. The Company agrees to inform all Lead Specialists of the Policies and be responsible for any breach of this Agreement by any Lead Specialist.

c. The Company acknowledges and understands that WLN may change the Policies at any time upon notice to the Company, and that the then current Policies will be posted on the Portal.

d. Company will:

i. promptly notify WLN when a Lead Specialist conducts a transaction under a different name or alias, and/or assigns a transaction to any third party ("Converted Lead"). For any transaction involving a Converted Lead, a the Company agrees to pay WLN a Referral Fee as set forth in Section 5 below;

ii. promptly notify WLN when a Lead Specialist either becomes "Inactive", is permanently and/or temporality suspended or otherwise prohibited from participating in the Lead Program by the Company, is terminated by the Company; and

iii. agrees to pay WLN a Referral Fee as set forth in Section 5 below for any Lead in which the transaction is closed by someone other than the initially assigned Lead Specialist.

4. **Ownership and Management of Leads.**

a. All Leads, information and content about the Leads posted on the Portal or any of WLN's computer systems the property of WLN. Nothing in this Agreement is intended to grant the Company or Lead Specialist any rights or license to information about a Lead or any property of WLN, nor shall this Agreement grant to Company or Lead Specialist any rights in or to the Confidential Information (as defined below).

b. WLN reserves the right to assign a Lead to more than one Lead Specialist.

a. Nothing herein shall obligate either party to provide Confidential Information, proceed with or enter into any future transaction or commitment with the other party, and each party reserves the right, at its sole discretion, to terminate the discussions contemplated by this Agreement

b. WLN may transmit Leads by telephone, facsimile machine or electronic mail, and a Lead will be deemed accepted by the Company upon the initial contact between the Lead Specialist and the Lead. Notwithstanding, the Company will have 24 hours in which to refuse a Lead upon one of the following events:

i. The Company possesses an executed agency agreement with the Lead that is dated prior to the date of the referral;

ii. The Company provides a copy of a fully executed HUD-1 Settlement Statement documenting a prior real estate transaction with the Lead; or

iii. The Lead is a family member of one of the Company's employees or sales associates.

c. Unless WLN is notified of one of the events listed above within twenty-four (24) hours of the referral of the Lead, the Referral Fee will be deemed earned by WLN and will be due and payable at time of closing as set forth below.

d. WLN may at any time and for any reason (i) reassign Leads or (ii) reactivate Leads it determines to be inactive. In the event a Lead is reactivated or reassigned the calculation of the time limits in this Section 4 shall restart from the date any such Lead is reactivated or reassigned by WLN; *provided, however*, that any reassignment of a Lead shall not waive any right of WLN to a Referral Fee in the event the previously assigned Company or Lead Specialist closes a transaction with such Lead.

5. **Compensation.**

a. Referral Fee. The parties recognize that WLN is compensated pursuant to this Agreement by referral fees from the Company for each Lead assigned to the Company (each, a ***"Referral Fee"***) as follows:

i. Within 48 hours after the closing of a transaction on a Lead from WLN, the Company shall pay WLN a portion of the gross real estate commission received by the Company based on the of transaction closed by the Lead as follows:

1. for transactions in which the Lead enters into a lease agreement, an amount equal to fifteen (15%) of the commission earned by the Company.

2. for all transactions closed by the Lead, except for lease agreements as set forth above, an amount equal to thirty-seven and a half (37.5%) percent of the referred side of the transaction.

3. when calculating the Referral Fee, Company may not deduct any costs or other expenses.

ii. Payment of the Referral Fee shall be made by check or money order payable to "Weichert Lead Network, Inc." or as otherwise may be directed by WLN.

iii. The Company shall pay WLN the Referral Fee on the first three (3) transactions directly or indirectly related to the Lead. A transaction includes when a Lead closes a transaction related to a written contract for any real estate transaction entered into within twenty-four (24) months from the referral date of the Lead.

iv. Subject to the limitation set forth in this Section 5, a Referral Fee is due and payable to WLN for any real estate transaction that is closed with the Lead, including, purchase(s), sale(s) or rental(s).

v. For purposes of this Agreement, a real estate transaction shall include, but not be limited to:

1. Any type of real estate transaction closed by a Lead;

2. Rental agreements, lease or other similar agreement entered by the Lead.

vi. The Company's obligations to pay a Referral Fee for Leads shall survive the termination of this Agreement.

6. **Confidential Information**. Company acknowledges that certain items and types of confidential and proprietary information (collectively, the "Proprietary Information"), including without limitation this Agreement, the Leads, all information relating to Leads, the trade and service marks of WLN (or any of its affiliates), software and the forms, disclosures and other documents provided to Company and the Lead Specialists in connection with this Agreement, are owned and controlled by WLN and constitute valuable assets and trade secrets of WLN. Company shall not sell, lease, assign, license, utilize, distribute, publish or duplicate all or any part of the Proprietary Information, whether received in writing or orally, without obtaining WLN's prior written consent. Company agrees not to disclose any part of the Proprietary Information to any third party. Company agrees to cooperate with WLN in enforcing the provisions of this section against any unauthorized use or disclosure of the Proprietary Information by present or former Lead Specialists, officers or employees of Company or by others. Upon termination of this Agreement for any reason, Company agrees promptly to return to WLN all of the Proprietary Information provided to Company, to refrain from disclosing any of the Proprietary Information to any persons, and to take all necessary steps to discontinue immediately its use of the Proprietary Information. The Company also agrees to be responsible for any breach of this paragraph by any Lead Specialist.

7. **Suspension**. In the event the Company defaults on this Agreement, or on its Franchise Agreement, WLN may suspend the Company and all associated Lead Specialists. Once the Company cures such default(s) WLN may decide, in its sole discretion but is under no obligation, to re-instate the Company.

8. **Term and Termination.**

a. The term of this Agreement shall commence on the Effective Date and terminate one (1) year thereafter unless sooner terminated in accordance with this Section 8 (the ***"Initial Term"***).

b. This Agreement shall be automatically renewed for subsequent one (1) year terms unless one party gives written notice of its intent not to renew at least thirty (30) days' prior to the expiration date.

c. Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party.

d. This Agreement shall automatically terminate upon the termination of the Franchise Agreement.

e. WLN may terminate this Agreement without prior notice if:

i. the Company fails to perform any other condition or obligation described in the Franchise Agreement or in any other agreement, document or instrument executed and delivered pursuant to or in connection with the Franchise Agreement; or

ii. the Company defaults in the due payment of any indebtedness for borrowed money or default in the observance or performance of any covenant or condition contained in any Franchise Agreement.

9. **Company Representation**s. The Company represents and warrants to WLN that:

a. It is a duly licensed real estate broker in the state of its principal place of business (or another state which it has identified to WLN) and shall comply fully with all applicable federal, state and local laws, regulations, rules and ordinances, as now existing or as hereafter enacted or amended, including, without limitation,

b. It is duly and properly organized under the laws of the state of its principal place of business (or another state which it has identified to WLN) and is in good standing with and qualified to do business in each state and political/ governmental subdivision having jurisdiction over the Company's business.

c. It has all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon the Company, all of its shareholders, members or partners, and its successors and assigns when executed.

d. As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or threatened, in any court or arbitral forum, or before any governmental agency or instrumentality which materially adversely affects or could affect, directly or indirectly the Company's ability carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

e. All of the representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

f. The person(s) signing this Agreement on behalf of the Company is(are) a duly appointed officer or otherwise has been authorized to bind the Company to the terms of this agreement.

10. **Non-Exclusive Agreement**. The relationship between Company and WLN, as set forth in this Agreement is non-exclusive. Company acknowledges that WLN has heretofore entered into, and may in the future enter into, similar arrangements with other real estate brokers. The Company further warrants to WLN that Company shall or may enter into similar relationships with other real estate companies such that the Company shall not be dependent upon WLN in the event that WLN decides at its sole discretion to not to refer any Leads or terminate this Agreement.

11. **Hold Harmless.**

a. The Company agrees to indemnify, defend and hold WLN harmless from and against any and all claims, suits, actions, liability, losses, expenses, or damages which may hereafter arise, which WLN, its affiliates, directors, officers, agents or employees may sustain due to or arising out of: (i) any gross negligence or intentional omission by the Company, its affiliates, officers, agents, representatives or employees: (ii) any act by the Company, its affiliates, officers, agents, representatives or employees in violation of this Agreement or in violation of any applicable law or regulation which adversely impacts the Company's ability to perform its obligations under this Agreement, or (iii) any material breach of the Company's covenants as set forth in this Agreement and which the Company does not cure as provided herein.

b. IN NO EVENT SHALL WLN OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE LEADS, ANY OTHER SERVICES PROVIDED BY WLN, OR WLN'S RESPECTIVE PERFORMANCE UNDER THIS AGREEMENT, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF WLN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

12. **General Provisions.**

a. The relationship between WLN and the Company shall be that of independent contractors and neither parry shall be or represent itself to be an agent, employee, partner or joint venturer of the other, nor shall either party have or represent itself to have any power or authority to act for, bind or commit the other. WLN shall have sole discretion and authority with respect to assignment of Leads.

b. All notices required or permitted by this Agreement shall be in writing to the addresses set forth above and shall be deemed to have been received: (1) the same day, if transmitted by facsimile or electronic mail with confirmation of receipt; (2) the next business day, if sent by nationally recognized overnight courier service; or (3) five (5) days after deposit in the U.S. mail, registered or certified, postage prepaid.

c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions hereof shall in no way be affected and shall remain in full force and effect.

d. The terms and conditions of this Agreement may not be modified or amended other than by a writing signed by both Parties.

e. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto. This Agreement shall not be assigned by either Party without the express prior written consent of the other Parry.

f. This Agreement and any Exhibits attached hereto constitute the entire Agreement between the parties and supersede all oral or written negotiations of the parties with respect to the subject matter hereof.

g. The failure of either Party at any time to insist upon the performance of any provision of this Agreement shall not operate as a waiver of any rights or remedies of either Party under this Agreement. Any waiver by either Party of any default or breach of any term or condition of this Agreement, whether such waiver be direct or implied, shall not be construed to be a continuing waiver, or a wavier of or consent to any subsequent default or breach on the part of either Parry of the same or any other condition of this Agreement.

h. At any time during the term of this Agreement and for a period of two (2) years following the termination or expiration of the Agreement (the "Audit Period"), WLN will have the right, at its sole cost and expense, to examine and audit Company's books, records and accounts relating to this Agreement, during the Company's normal business hours and upon 48 hours written notice to Company, to verify Company's compliance with the reporting and payment terms under this Agreement for any period of time not previously the subject of a Company audit.

i. This Agreement shall be subject to and construed under the laws of the State of New Jersey without reference to conflicts of law provisions.

j. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign) will be considered as binding and conclusive as if original. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties hereby sign this Agreement on the date hereinabove set forth.

_____
(Name of Company)

By:_____
(Signature)

_____
(Print Name and Title)

WEICHERT LEAD NETWORK, INC.

By: _____
Name:
Title:

SCHEDULE A

POLICIES AND PROCEDURES FOR LEAD SPECIALISTS

The polices and procedures of the Weichert Lead Network Lead Program (the "Policies") are as follows:

1. Eligibility Requirements. To qualify as a Lead Specialist, a person must:

a. complete and sign the WLN Lead Specialist Application, a copy of which will be made available by WLN, and submit the Application with the signature of an authorized representative of the Company to WLN, with a copy to WREA;

b. be licensed real estate salesperson or broker in good standing in the jurisdiction in which the Lead Specialist conducts business;

c. have been a fulltime licensed real estate sales person or broker in the six (6) months prior to submitting an application to participate in the Lead Program;

d. have successfully completed Weichert® Fast Track (or equivalent) sales training; and

e. have successfully completed the following three (3) training classes offered by Weichert University:

i. Understanding the Internet Consumer;
ii. Working with Internet Consumers; and
iii. Succeeding with the Weichert Lead Network.

2. Confidential Information. Lead Specialists agree that all information about the Lead Program, the Leads, the trade and service marks of WLN (or any of its affiliates), software and the forms, disclosures and other documents provided to the Lead Specialists in connection with the Lead Program are owned and controlled by WLN and constitute valuable assets and trade secrets of WLN. No rights in any such information are granted to the Lead Specialist and the Lead Specialist agrees not to disclose any such information to any third party without the prior written consent of the WLN. Upon termination of a Lead Specialist from the Lead Program for any reason, the Lead Specialist agrees to promptly to return to WLN all of information provided to the Lead Specialist and not to disclose any of the information.

3. Availability. Lead Specialists shall be available via cell phone seven (7) days a week between the hours of 9:00 a.m. to 9:00 p.m. Eastern Standard Time. It is understood that Leads generally want to promptly initiate contact with a Lead Specialist, and that an integral component of the Lead Program is the efforts of WLN to facilitate a prompt initial contact between a Lead and a Lead Specialist.

4. Performance. Lead Specialists shall maintain a minimum cell phone contact rate of 50% with all Leads. Additionally, Lead Specialists will use best efforts to achieve a conversion rate of 10%. All performance measurements are monitored and calculated by WLN. Lead Specialists agree to diligently work on all Leads, and such efforts include asking all Leads for an in-person appointment during the initial contact.

5. Communication. Lead Specialists shall routinely maintain communications with each Lead until the Lead either closes a transaction or is reported as inactive by the Lead Specialist in the WLN Portal. Furthermore, Lead Specialists shall monitor their emails on a daily basis and respond within 24 hours to emails and any other communications from a Lead.

6. Reporting and Managing. Lead Specialists will have access to the WLN Internet Portal located at www.weichertleadnetwork.com (the "Portal"). WLN monitors the Portal to, among other things, review contacts between Leads and Lead Specialists, the status and progress of a Lead, measure the performance of a Lead Specialist. The Lead Specialist shall use the Portal to track follow-up activities with each Lead and to store notes about each Lead. In the Portal the Lead Specialist shall update status of each Lead on a weekly basis.

7. Leads Outside of Market Area; Unserviceable Leads. The Lead Specialist and the Company shall not be permitted to reassign or transfer in any manner any Lead that desires to conduct a transaction outside of a Lead Specialist's market area or any Lead that the Lead Specialist is unable to service the Lead. It is understood and agreed to by the Lead Specialist and the Company that WLN has the sole and exclusive right to reassign any Lead at any time for any reason. In the event that any Lead desires to conduct a transaction outside of a Lead Specialist's market area or is not a serviceable Lead, the Lead Specialists shall promptly update the Lead status and notes section in the Portal so that WLN may promptly reassign such Lead.

8. Suspension; Termination. WLN may in its sole and absolute judgment suspend or terminate any Lead Specialist that does not fully comply with these Policies. In order for a suspended or terminated Lead Specialist to be re-instated, he/she must submit a written request to WLN. The acceptance or reinstatement of a Lead Specialist shall be determined by WLN in its sole and absolute judgment. WLN has the right to terminate any Lead Specialist that ceases his/her association with the Company and/or a Weichert® real estate brokerage office; provide, however, that the obligations of such terminated Lead Specialist to pay a Referral Fee shall survive the termination of the Lead Specialist.

EXHIBIT I
STATE EFFECTIVE DATES PAGE

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	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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.

EXHIBIT J
RECEIPT

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 Weichert Real Estate Affiliates, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we 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 we 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 Weichert Real Estate Affiliates, Inc. 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, DC 20580 and the state agency listed on Exhibit C.

The franchisor is Weichert Real Estate Affiliates, Inc., located at 1625 Route 10E, Morris Plains, New Jersey 07950. Its telephone number is (973) 359-8377.

Issuance Date: March 12, 2026

The franchise seller(s) for this offering are Leslie D. Shoaf, Executive Vice President of Operations, and _____ (name), _____ (title), Weichert Real Estate Affiliates, Inc. 1625 Route 10E, Morris Plains, New Jersey 07950, (973) 359-8377.

Weichert Real Estate Affiliates, Inc. authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I received a disclosure document dated March 12, 2026 that included the following Exhibits:

Exhibit A Franchise Agreement and Related Materials

State Addenda to Franchise Agreement

Exhibits to Franchise Agreement:

- A Initial Franchise Fee; Additional Office Fee; Franchised Territory; Minimum Monthly Continuing Royalty; Minimum And Maximum Monthly Marketing Fees; Responsible Real Estate Broker; Initial Office Location; Additional Office Locations; Opening Date(s); Franchisee Conversion Package; Guarantors; Active Domain Names And E-Mail Addresses; Active Telephone Numbers; Annual Minimum Performance Increase Requirement; Assumed Business Name
- B Proprietary Marks
- C Confidentiality/Non-Competition Agreement
- D Guarantee
- E General Release – Successor Franchise Agreement
- F General Release – Assignment

	G Power Of Attorney
	Sample Bylaws of Weichert Brokers Council
	Software License Agreements
	Receipt for Confidential Operations Manual
	Administrative Office Addendum
	Temporary Office Addendum
	Satellite office Addendum
Exhibit B	Financial Statements
Exhibit C	State Administrators
Exhibit D	Agents for Service of Process
Exhibit E	State Addenda to Disclosure Document
Exhibit F	List of Operational Franchisees
Exhibit G	List of Former Franchisees
Exhibit H	Weichert Lead Network Lead Program Agreement
Exhibit I	State Effective Dates Page
Exhibit J	Receipt

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

_____
(Name of Entity)

By: _____
(Signature)

_____
(Print Name / Title)

By: _____
(Signature)

_____
(Print Name / Title)

By: _____
(Signature)

_____
(Print Name / Title)

By: _____
(Signature)

_____
(Print Name / Title)

If an individual(s):

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

You may return the signed receipt by signing, dating, and mailing it to Weichert Real Estate Affiliates, Inc. at 1625 Route 10E, Morris Plains, New Jersey 07950.

EXHIBIT J
RECEIPT

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 Weichert Real Estate Affiliates, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we 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 we 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 Weichert Real Estate Affiliates, Inc. 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, DC 20580 and the state agency listed on Exhibit C.

The franchisor is Weichert Real Estate Affiliates, Inc., located at 1625 Route 10E, Morris Plains, New Jersey 07950. Its telephone number is (973) 359-8377.

Issuance Date: March 12, 2026

The franchise seller(s) for this offering are Leslie D. Shoaf, Executive Vice President of Operations, and _____ (name), _____ (title), Weichert Real Estate Affiliates, Inc., 1625 Route 10E , Morris Plains, New Jersey 07950, (973) 359-8377.

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Dated: _____

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(Name of Entity)

By: _____
(Signature)

_____
(Print Name / Title)

By: _____
(Signature)

_____
(Print Name / Title)

By: _____
(Signature)

_____
(Print Name / Title)

By: _____
(Signature)

_____
(Print Name / Title)

If an individual(s):

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

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