FRANCHISE E DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT

AR FRANCHISING, INC.
a Florida Corporation
160 Fountain Parkway N, Suite 210
St. Petersburg, Florida 33716-1410
T: 800-274-6637
email@arhomes.com
www.arhomes.com
www.arthurrutenberghomes.com
www.facebook.com/ArthurRutenbergHomes
www.linkedin.com/company/arthur-rutenberg-homes
www.pinterest.com/arthurrutenberg
twitter.com/arthurutenberg
www.youtube.com/user/Arthurrutenberghomes
www.instagram.com/arthurrutenberg_homes

The franchise is for the operation of a residential homebuilding business of both single family and multi-family homes (the "**AR Homes® Business(es)**" or "**Business(es)**") using our System, including our Marks, Plans, Copyrights and Software Bundle.

The total investment necessary to begin operation of the Business ranges from $535,000 to $2,190,000. This includes $65,000 that must be paid to us or our affiliates.

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 governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our interim Chief Executive Officer, Donald L. Whetro, at 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410 and (727) 536-5900 extension 180.

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

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

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

Issuance Date: May 1, 2024

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 and losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits "I" and "J."
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 supplies you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 2, or Exhibit "A" 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 AR HOMES® 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 an AR HOMES® franchisee?	Item 20 or Exhibits "I" and "J" 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 registration requirements, or to contact your state, use the agency information in Exhibit "O."

Your state also may have laws and 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 the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

2. **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 require other risks to be highlighted.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY 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.

1. Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(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 a 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.

2. A provision that permits a franchisor to terminate a franchise before 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 reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

3. 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, or 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.

4. 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.

5. 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.

6. A provision which permits a franchisor to refuse to permit a transfer of 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:

(a) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

7. 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).

8. 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 services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise
G. Mennen Williams Building
525 West Ottawa, 1st Floor
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

AR HOMES® FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The Franchisor is AR Franchising, Inc., f/k/a Arthur Rutenberg Homes, Inc., and is referred to in this disclosure document as **"we," "us"** or **"our."** We refer to the person interested in buying a franchise as **"you"** or **"your."** If you are a corporation, partnership, limited liability company, or other entity, certain provisions of the Franchise Agreement will apply to your owners. These will be addressed in this disclosure document where appropriate.

We are a Florida corporation formed on December 21, 1990. We changed our name to AR Franchising, Inc. on August 30, 2019. We do business under our corporate name utilizing the service mark **AR HOMES®** and other trademarks and service marks. Our principal place of business is 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410 and our telephone number is: 1-800-274-6637. Our agent for service of process in Florida is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301. Our other agents for service of process and state administrators, if applicable, are listed in Exhibit "O."

We began to offer franchises on March 12, 1991. We are not engaged in any other businesses and have never offered franchises in any other lines of business. We do not currently operate any **AR HOMES®** Businesses.

Parents, Predecessors, and Affiliates

Our parent and majority stockholder is AR Family Holdings, LLC, whose principal business address is 740 4th Street North, #360, St. Petersburg, Florida 33701-2322. We are also partially owned by AR Family Holdings LLC-Employee Stock Ownership Plan.

ARH Models, LLC ("**ARH Models**"), is our wholly owned subsidiary Florida limited liability company formed March 16, 2010. ARH Models' address is the same as ours. ARH Models offers model home financing to our franchisees. ARH Models does not offer, and has not offered, franchises in this or any other line of business. ARH Models does not conduct a business of the type to be operated by our franchisees.

ARIS Partners, LLC ("**ARIS Partners**"), is our wholly owned subsidiary Florida limited liability company formed October 3, 2011. ARIS Partners' address is the same as ours. ARIS Partners offers licenses to existing homebuilders granting them the right to use software similar to the ARIS software that will be licensed to you. ARIS Partners does not offer, and has not offered, franchises in this or any other line of business. ARH Partners does not conduct a business of the type to be operated by our franchisees.

We do not have any other affiliates that are required to be disclosed in this disclosure document.

We do not have any predecessors.

Plans, Marks, Copyrights and Software Bundle

The Businesses operate residential homebuilding companies, utilizing our System, including our Plans, Marks, Copyrights and Software Bundle as defined below.

We develop, own, use, promote and copyright distinctive plans, designs, specifications, schematics and blueprints (the "**Plans**") and sales materials (collectively, the Plans and sales material are the "**Copyrights**"). We also own, use, promote and license, or may own, use promote or license certain trade names, trademarks and service marks, including the service marks, **AR HOMES®, AR HOMES® (design), HOME DREAM HOME®, ARTHUR RUTENBERG® HOMES, ROSE® (design), and AR LIVING®**, **AR HOME STUDIO®**, **INTERIORS AR HOMES®** and other associated logos, designs, trade dress, artwork, e-names and other commercial symbols in the operation of the Businesses (the "**Marks**"). We may create, use, and license additional trademarks, service marks, logos, designs, artwork, e-names and other commercial symbols in conjunction with Businesses, which we may deem to be included as part of the Marks. We also currently own, use, and maintain proprietary applications software for functions such as sales office quotes, rapid pricing, general ledger, accounts payable, job cost, purchasing, cost comparisons, construction scheduling, warranty service, financial statements and business management; additionally we license software for customer tracking and marketing communications ("**Software Bundle**"). We may change this at any time to other software we provide or third party provided software and you will be required to pay any associated license and maintenance fees.

We provide you the use of the Plans, the Marks, the Copyrights, the Software Bundle, confidential operating manuals that reside in our Shared Files, documents, manuals and forms, as well as our formats, methods, policies, procedures, standards, specifications, training, business relationships and confidential information, all of which may be, in our sole judgment, modified by us from time to time. Collectively, we refer to all of this as the "**System**."

The Franchise

We grant franchises to qualified individuals and entities ("**Franchisee(s)**") to develop and operate residential homebuilding businesses using our System, including our Plans, Marks, Copyrights and Software Bundle (the "**AR HOMES® Business(es)**" or "**Business(es)**"). The Businesses construct and market detached residential single family homes and attached multi-family homes (collectively, the **"Residential Homes"**) in the non-exclusive geographic area (the "**Territory**") we designate utilizing our System. Franchisees have the ability to customize the Plans provided by us to satisfy customer needs (the "**Non-Exclusive Franchise**"). Each Franchisee must build, furnish and maintain a model home open to the public in its Territory (the "**Model Home**"). Businesses will construct, market and sell Residential Homes and/or residential lots (the "**Land**") (collectively, Residential Homes and the Land is referred to as the "**Residential Products**").

If you qualify for the right to operate a Business, you and we will enter into a franchise agreement (the "**Franchise Agreement**"), our current form of Franchise Agreement is attached as Exhibit "B" to this disclosure document. Under a Franchise Agreement, we grant you the right (and you will accept the obligation) to establish and operate a Business. If you are a business entity, your principal owners will be required to sign a "Principal Owner's Guaranty" requiring them to guaranty your obligations under the Franchise Agreement and a "Principal Owners Statement" identifying each owner and their interest in you. Our current form of "Principal Owner's Guaranty" is attached as Exhibit "G" to this disclosure document. Our current form of "Principal Owners Statement" is attached as Exhibit "H" to this disclosure document.

In order to qualify for a Business, you must (a) capitalize your Business with cash and equity in real property that will be used in the Business in an amount of at least $450,000, depending on the market and your business plan and (b) maintain a "Net Worth" of at least 2% of the previous calendar year contract volume (but not less than $100,000). Loans and advances to shareholders or signatories to the Franchise Agreement are classified as equity distributions for Net Worth determination.

Market and Competition

You will be competing with other builders, sellers and lessors of Residential Products. In some instances, Businesses will compete with each other to sell homes in the same geographic areas, and for the same or similar types of customers. Your customers will be those consumers seeking places to live, and who can afford to purchase the Residential Products you offer. Some of your competitors are publicly held large companies with vast resources. Others are private companies that may be large or small, though, typically competition consists of builders who build 5 to 50 homes per year. Some of your competition may be affiliated with other real estate service providers that may give them competitive advantages. Your Residential Products will be offered to the general public and will be primarily focused on move-up home buyers. Depending on your Business' location, different geographic housing markets may experience certain high/low seasonality due to weather and consumer buying patterns.

Alumni Program

We offer an Alumni Program for franchisees who have recently retired from active full-time Building Company status. These alumni are franchisees who, after expiration of their franchise agreement, have requested to continue to build Residential Products per 12-month period, in accordance with our Systems and our Marks. They will utilize our Marks and otherwise participate in our System and pay associated fees for the licenses and support services that we provide. They will be authorized to sell and build Residential Products only in their existing territories and nowhere else. They are not permitted to advertise, market or promote their continuing part-time business in any way other than posting an AR Homes site sign on their properties. They will not be permitted to build, operate or sell Model Homes or Inventory Homes during that time period. Their territories may overlap with the territory in which you have rights to build homes, and therefore you may face limited competition from them.

Industry Specific Regulation

Your Business must maintain all required state or county licenses for home builders. Your sales personnel may be required to be licensed real estate brokers or salespersons.

You are responsible to ensure that the Plans we provide will conform to all local or state governmental codes or ordinances in the state in which you will build Residential Homes. For example, you must ensure that all of the Plans and construction meet all applicable building codes. You, at your expense, must modify the Plans to comply with zoning ordinances, FEMA regulations, local building codes, and other regulations. You must secure any local architectural and engineering licenses or stamps for any of the Plans you use. Applicable state, city or county zoning regulations will greatly impact your Business and you will need to spend monies on a consistent basis to obtain necessary permits, special exceptions, variances and the like. You must operate the Business in full compliance with all applicable laws and regulations, including, without limitation, those relating to construction warranties and construction permitting. The laws and regulations enforced by the Occupational Safety and Health Administration (**"OSHA"**), the Federal Housing Administration (**"FHA"**), or the Veterans Administration (**"VA"**) will apply to your Business. The Americans with Disabilities Act (**"ADA"**) will apply to both the operation of your Business and your construction practices. You will be subject to applicable state or federal laws and regulations which regulate the activities of real estate brokers or sellers, home sales (like the Real Estate Settlement Procedures Act (**"RESPA"**)), other laws and regulations governing the construction or sale of Residential Homes, other state and federal laws and regulations governing mortgage brokers and state or federal environmental laws, rules and regulations and the like.

You should consider these laws and regulations when evaluating your purchase of a franchise.

ITEM 2
BUSINESS EXPERIENCE

Unless otherwise noted, all of the below are based in our St. Petersburg, Florida office.

Donald L. Whetro: Interim Chief Executive Officer

On December 6, 2023, Donald Whetro became our interim Chief Executive Officer. He has been our Chief Operating Officer since June 16, 2020, based at our office but working out of Noblesville, Indiana. Prior to that he was our Executive Vice President of Franchise Operations from September 9, 2019 to June 16, 2020 and our Midwest Group Vice President from February 18, 2019 to September 9, 2019. From September 2006 to February 15, 2019, he was Chief Visioneer for Executive Homes Construction, Inc. in Carmel, Indiana.

Rick Paternostro: Chief Financial Officer

Rick Paternostro because our Chief Financial Officer in June 2021. From August 2014 to June 2021, he was the Vice President of Finance for Meritage Homes in Atlanta, Georgia.

Kathleen P. Gaston: Secretary and Executive Administrator

Kathleen P. Gaston has been our Secretary since July 1, 2020 and Executive Administrator since July 1, 2021. Prior to that, she was our Director of Purchasing and Support Group from August 1, 2016 until June 30, 2021, Assistant to CEO from October 1, 2019 until June 30, 2021 and Systems Trainer from September 13, 2011 until July 31, 2016.

Mitzi Hatori: Vice President of Customer Experience

Mitzi Hatori became our Vice President of Customer Experience on March 22, 2024, prior to that she was our Vice President of Marketing from April 9, 2020 to March 22, 2024. From June 2018 to April 2020, she was the Director of Marketing for Lennar Homes, Tampa, Florida.

Arcadia Solesky: Vice President of Marketing

Arcadia Solesky has been our Vice President of Marketing since January 1, 2024. Prior to that, she was our Director of Marketing from May 17, 2021 until December 31, 2023. Prior to that, she was Director of Marketing at Lennar Homes in Tampa, Florida, from December 1, 2018 to May 14, 2021.

David Barin: Vice President of Franchise Operations

David Barin became our Vice President of Franchise Operations on October 10, 2022. Prior to that he was our Florida Group Vice President from April 6, 2020 to October 9, 2022. From August 26, 2019 to January 2, 2020, he was Director of Operations for GHO Homes in Melbourne, Florida. From May 15, 2011 to July 22, 2019, he was the Owner of Coastmark Construction in Vero Beach, Florida.

Barry B. Rutenberg: Chairman Emeritus

Barry B. Rutenberg became our Chairman Emeritus in April 2021 after serving as our Chairman since January 1, 2013. He has been a Director since April 14, 2014. He has also served in the following roles with certain of our affiliates as follows: Vice President of ARH Models since 2014; Manager and Vice President of ARH Aviation LLC since 2015; and became Chairman Emeritus of Corial Homes, Inc.

in April 2021 after serving as its Chairman. since July 31, 2013. Barry has been engaged in real estate businesses in Gainesville, Florida as follows: (a) Manager of Arbor Greens Community LLC, a land development company since June 2003; and (b) Manager of Arbor Greens Medical, LLC, a developer of office buildings since May 2012.

Steven R. Rutenberg: Director

Steven R. Rutenberg has served as our Director since March 22, 2013. In addition to his board role he serves as Manager and Trustee of the legal entities that own the Rutenberg family's interest in us. Since joining us, Steven has served in multiple roles including, Building Company President for AR Martin Homes, LLC.

ITEM 3
LITIGATION

Pending Litigation

Scott Tate and wife Enid Tate v. Ethics Construction Company and Arthur Rutenberg Homes, Inc. Case No. L-20486 in the Circuit Court for Blount County, Tennessee. On or about June 5, 2020, Plaintiffs Scott and Enid Tate ("**Plaintiffs**") filed a complaint against us relating to a contract between the Plaintiffs as Buyer and our former franchisee Ethics Construction Company, LLC ("**ECC**") as Builder, for the construction of a single-family home in Blount County, Tennessee. The Plaintiffs allege claims of aiding and abetting, fraudulent and/or negligent misrepresentation, and negligence and seek actual damages in an amount no less than $250,000.00. All of the claims are based on allegations that ECC received a deposit from Plaintiffs in the amount of $96,700.00 and other construction draw payments and then went out of business before completing construction of Plaintiffs' house. We filed a motion to dismiss the complaint on July 10, 2020 denying any liability. Plaintiffs then filed an amended complaint alleging the same 3 claims against us as those in the initial complaint. On April 5, 2021, we filed an answer denying the allegations and asserting affirmative defenses, thereby denying any liability to the Plaintiffs. Discovery is proceeding and the case is set for trial in October of 2024.

Concluded Actions

Ramnath v. Arthur Rutenberg Homes, Inc. (Case No. 2013-CA 25355 in the Eighteenth Judicial Circuit in Brevard Country, Florida). Plaintiffs, Rick and Julee Ramnath, customers of our former franchisee, James P. Thornton Homes, Inc. ("**JPTH**") entered into a Building Agreement with JPTH. On May 2, 2013, Plaintiffs filed a Complaint and Demand for Jury Trial against us. Plaintiffs alleged that JPTH did not complete Plaintiff's home and did not pay subcontractors for work they performed, requiring Plaintiffs to have to pay to have liens discharged and to complete their home. Plaintiffs asserted claims for breach of implied contract, breach of express contract, third-party beneficiary claims, breach of fiduciary duty, intentional misrepresentation, negligent misrepresentation, violation of Florida Deceptive and Unfair Trade Practices Act, false advertising, and tortious interference against the Company with respect to their building contract with JPTH. On May 28, 2013, we moved to dismiss Plaintiffs' Complaint. The Court entered an Agreed Order Granting our Motion to Dismiss. Subsequently, Plaintiffs filed an Amended Complaint against us making similar allegations. We moved to dismiss the Amended Complaint. On February 24, 2014, the Court entered an order dismissing Plaintiffs' third party beneficiary claims with prejudice, dismissing Plaintiffs' misrepresentation claims with leave to amend, but denied our Motion to Dismiss as to the remaining claims. On March 17, 2014, Plaintiffs filed a Second Amended Complaint, seeking more than $293,384.07 in damages against us, alleging breach of implied contract, breach of express contract, apparent agency, intentional misrepresentation, negligent misrepresentation, violation of Florida Deceptive and Unfair Trade Practices Act, false advertising, and tortious interference. On March

18, 2014, we filed our Answer and Affirmative Defenses to Plaintiffs' Second Amended Complaint asserting that we did nothing wrong and did not cause Plaintiffs' alleged damages. The parties mediated their dispute on February 3, 2015 resulting in a Settlement Agreement in which we paid $125,000.00 to settle and dispose of these disputed claims. On February 23, 2015, Plaintiffs filed a voluntary dismissal with prejudice of all claims against us.

F&S Frame and Trim, Inc. vs. Catenac Custom Homes, Inc. and Arthur Rutenberg Homes, Inc. (Case No. 2011-11333-CI-19 in the Sixth Judicial Circuit in and for Pinellas County, Florida). The Plaintiff is F & S Frame and Trim, Inc. ("**Plaintiff**"), who supplied labor and materials to our former franchisee, Catenac Custom Homes, Inc. ("**Catenac**"). Plaintiff filed the initial Complaint on November 29, 2011 against Catenac only. On December 17, 2012, Plaintiff filed a Second Amended Complaint also naming us as a Defendant. In the Second Amended Complaint, Plaintiff alleged that Catenac did not pay for the labor and materials provided to Catenac on homes it constructed. Plaintiff also asserted claims for Breach of Contract as Alter Ego, Statutory Claim Under Section 713.346, and Breach of Contract Implied in Law, Violation of Florida Unfair and Deceptive Trade Practices Act ("**FDUTPA**") against us. Plaintiff demanded a jury trial. On February 25, 2013, we moved to dismiss the Second Amended Complaint. On March 19, 2013, the Court granted our Motion to Dismiss. On April 11, 2013, Plaintiff filed a Third Amended Complaint for Breach of Contract as Alter Ego, Statutory Action under Section 713.346, and Violation of FDUTPA. We filed a Motion to Dismiss the Third Amended Complaint on April 22, 2013 and on October 4, 2013, the Court dismissed all claims against us except the FCUTPA claim. On October 24, 2013, Plaintiff filed a Fourth Amended Verified Complaint asserting claims against us for Breach of Contract as Alter Ego, Statutory Action under Section 713.346, Violation of FDUTPA, and Breach of Contract as successor corporation. On November 18, 2013, we again moved to dismiss all claims against us. The Court granted the Motion to Dismiss as to the Alter Ego claim but denied the Motion to Dismiss as to the remainder of the claims. We then filed our Answer and Affirmative Defenses for Summary Judgment with respect to each of Plaintiff's remaining claims. Plaintiff was seeking recovery of $268,503.25. This matter was settled in September 2015 for a nuisance value of $10,000.00 to avoid any further unnecessary expenditure of attorney's fees and costs.

Other than these 4 actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

The initial franchise fee for a Non-Exclusive Franchise is $65,000 payable upon signing your franchise agreement. The initial franchise fee is non-refundable.

Incentive Referral Program

We may use brokers, agents, or independent sales representatives to offer and sell franchises. From time to time, we utilize incentive referral programs to franchisees, franchise employees, suppliers, vendors, subcontractors, and their employees. Under these programs which may exist from time to time, we may pay cash compensation or provide other benefits and inducements for the referral of franchise prospects. In many cases, the compensation or benefit will not be paid unless the franchise prospect enters into a

franchise agreement with us. These referral programs may be altered, modified or terminated at any time. None of the participants in any of these referral programs are authorized to sell franchises, provide any information regarding the franchise program, bind us in any way or represent that they are acting on our behalf.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date[2]	Remarks
Royalties	The greater of the Minimum Annual Royalty[4] or 3.5% to 4.25%[3] of the Adjusted Sales Price ("**ASP**")[5]	Royalties are payable as each deposit or draw is collected[6][7].	During the term of the Franchise Agreement, we will waive the Royalties for 1 home built as the principal personal residence of a signatory to the Franchise Agreement or Building Company President. The home must be occupied by this person for a minimum of 24 months.
Brand Fund Contribution	0.25% of Contract Sales	15th day of each month following an executed contract	Fee is to support franchisor directed marketing efforts of the brand. There is a maximum annual contribution of $25,000. We may increase the Brand Fund contribution at the rate of up to 1% of the Contract Sales Price with the maximum annual contribution of $100,000.
Rebate Program	Varies. Administrative fee of 10% of earned rebates.	Annually, automatically deducted from the rebate.	You are required to use the vendors in our Preferred Vendor Program. The use of these vendors entitles you to rebates for the products purchased. We collect fee to administer this program.
Technology Fee	Our then-current rate (currently $1,000 per month) [8]	10 days after invoice	Fee is for access to system (i.e. software, technical support, LMS, AR Connect) for up to 5 users.
Additional User Fee	Our then-current rate (currently $100 per user per month) [8]	10 days after invoice	Fee is for additional users over the 5 included in the Technology Fee.
Onboarding Fee	Our then current rate (currently $100 per occurrence) [8]	10 days after invoice	Payable only if you request a user be added to the system with less than 2 weeks notice.
Offboarding Fee	Our then current rate (currently $100 per occurrence) [8]	10 days after invoice.	Payable only if you require a user be removed from the system more than 72 hours after the date of termination or resignation.
Advertising Materials	Our then-current hourly rate (currently $100) [8]First 3	10 days after invoice	Fee is for concepts, design, and layout only. Any media or printing purchased is the

Type of Fee[1]	Amount	Due Date[2]	Remarks
	hours free (estimate provided).		responsibility of the franchisee.
Interior Design Service Fee for Model Homes	Typically, $43 to $50 per square foot of air conditioned space	10 days after invoice	Payable for the use of our interior design service to furnish your Model Home.
Sales Office for Model Homes	Our then-current rate (currently between $16,300 to $19,400 depending on the package chosen) [9]	10 days after invoice	Payable for the use of our interior design service to design and furnish your Sales Office.
Accounting Back Office Service Fee	Our then-current package rate (currently $1,000 to $1,500 depending on the level of services provided) [8]	10 days after invoice	Payable only if you choose to use our back office service for accounting functions for your Business. There is no requirement for you to use our back office service.
Estimating Back Office Service Fee	Our then-current hourly rate (currently $65) [8]	10 days after invoice	Payable only if you choose to use our back office service for quoting, estimating or purchasing support functions for your Business. There is no requirement for you to use our back office service.
Color Session Fee	Our then-current square foot rate (currently $1.00 per square foot of living area) [8]	10 days after invoice	Payable only if you choose to use an ARF owned Design Studio to make color selections for specific Residential jobs. There is no requirement for you to use our design studio service.
Personalized Floor Plan Service Fee	Our then-current rate (currently $80 for the first 8 hours, recovery fee of $424 if the design goes to contract, $75 per hour above the initial 8 hours) [8]	10 days after invoice	Payable only if you choose to use our personalized floor plan service to modify standard plans for specific customer directed changes.
Custom Design Service Fee (if offered)	Our then-current rate (currently $75 - $120 depending on the level of service selected) [8]	10 days after invoice	Payable only if you choose to use our custom design service to create custom plans, custom elevations or conduct a lot fit for specific Residential jobs. There is no requirement for you to use our custom design service.
Custom Design Service Fee for Multi-Family Homes plans design and development (if offered)	Our then-current hourly rate (currently $80 to $200 for senior designer to Department) [8]	10 days after invoice	Payable for our review of your plans and engineering specification, plus our fee for producing the job bill of materials and Sales Collateral Materials for Multi-Family Homes built in Multi-Family Communities.
AR Living® Magazine Advertisements	$5,000 to $10,000 per advertisement	10 days after invoice	Payable if you choose to advertise in our AR Living® Magazine.

Type of Fee[1]	Amount	Due Date[2]	Remarks
Top Club and Master Builder Club Program Fees	Our then-current fixed and variable costs of the programs (currently from $4,000 to $6,000 per qualifying employee) [10]	Annually	If we offer these programs, you are required to participate and we will contribute $1,000 per Franchisee to each program. You are responsible for the fixed and variable costs of the programs based upon the number of qualifiers you have for award recognition.
Training	Our then-current hourly rate (currently $60 - $100) [8]	10 days after invoice	Payable only if you request training after 12 months at your facility, at our facility or remote sessions. You would also be responsible our personnel's transportation and living expense for training at your facility. This fee is not charged for classroom training, or online, self-paced training.
Training Cancellation Fee	Our then-current fee (currently $75) [8]	10 days after invoice	Payable only if you cancel a training session within 24 hours of a scheduled session.
Incomplete Training Fee	Or then current fee (currently $2,500) [8]	10 days after invoice	Payable only if you do not timely complete training to our satisfaction
Interest	18% or maximum lawful rate	On demand	We may charge interest on all overdue amounts.
Digital Marketing	Our then-current monthly rate (currently $350 - $2,500) [8]	10 days after invoice	Payable only if you choose to use our digital marketing service. There is no requirement for you to use our digital marketing service.
Costs and Attorneys' Fees	All costs including attorneys' fees	On demand	You will reimburse us for all costs in enforcing obligations if we prevail.
Post-term Marks Penalty Fee	$100 per day	On demand	Payable only if you continue to use the Marks after termination of your franchise agreement.
Indemnification	Varies	As incurred	Payable only if an Indemnity Claim is asserted or brough against us or our affiliates, including Indemnity Costs.

Notes:

(1) All fees are non-refundable and payable to us unless otherwise stated. All fees are uniformly imposed unless otherwise stated.

(2) We require payment of Royalties by automated clearing house ("**ACH**") system.

(3) Our Royalties are as follows:

Fee on ASP	Product
4.25%	Single Family Residential Products that do not include Land
3.50%	Single Family Residential Products that include Land; provided that if your cost of the Land exceeds 40% of the ASP of the Residential Product, then no fee is due on that portion of the ASP that exceeds 40% of the ASP
3.50%	Single Family Residential Projects that do not include Land but are constructed on Land on which a Royalty was previously incurred.
4.25%	Remodeling Projects
4.00%	Single Family Residential Projects that include Land and complete furnishing regardless of whether the furnishings are sold on a separate Bill of Sale
3.50%	Multi-Family Communities
3.50%	Land not sold for commercial use, industrial use or multi-family rental use
Varies	Residential Products constructed on Land sold by an affiliated or related company the Royalty is the greater of: (a) 4.25% of ASP of the Residential Product; or (b) 3.5% of the ASP of the Residential Product plus 3.5% of the ASP of the lot as evidenced by the final lot closing statement between the Land seller and the customer.

(4) The amount of your Minimum Annual Royalty ("**MAR**") will be set by mutual agreement and set forth on Exhibit A to your Franchise Agreement. The requirement to pay the MAR begins on the first January 1 following 18 months from the effective date of the Franchise Agreement. If the National Bureau of Economic Research (or its successor agency as we specify (the "**Bureau**")) declares at least 1 full calendar quarter during that calendar year as a recession (as the term is defined by the Bureau), then the MAR will be suspended for the entire calendar year following such quarter and the calendar year immediately following the Bureau's declaration of the end of the recession..

(5) ASP means the sum of: (i) the amount shown in the "Total Cost" column of the Customer Statement of Account as prepared in accordance with the Accounting Manual; and (ii) any amounts expended by the customer with third parties for work performed on the Residential Product prior to Closing. We reserve the right to estimate a fair ASP of work done by such third parties if actual invoices are unavailable. It includes the total amount receivable from closings of Residential Products and Land, whether for cash or credit, whether or not payment is received, without deduction of any kind. In the case of conveyances of Residential Products in return for the buyer assuming or cancelling indebtedness otherwise due, it includes the amount of indebtedness cancelled or assumed. It applies to any lot that you purchase and carry for a period of more than one day on the general ledger of your franchise. But it does not include lots that are sold to your Buyer by a third party in connection with a Building Agreement or that you sell to a specific customer where you only act in the capacity of a real estate broker. It includes furnishings in the case of a Model Home.

(6) Royalties are due on the date you receive any funds from the customer or lender, including the initial customer deposits, purchase agreements, design agreements, change orders, construction draws or for any other reason. On "Inventory Homes" and Model Homes being built with company cash, Royalties are payable semi-monthly based upon the greater of the work in progress amount or funds received during construction. On Presale Package 1 ("**PK1**") contracts being built with company cash, fees are paid upon closing. Royalties are payable at closing of Land sold with or without a simultaneous building agreement. On all Inventory Homes in which the Franchisee is financing the construction of the home, fees are due on the greater of the work in progress amount or funds received during construction at the rate of 1%. At closing with the third party buyer, the

balance of fees are due. In an effort to assist with franchise cash flow considerations, we will defer Royalty payments for up to 6 months from the start date. At the end of the 6th month, ACH payments will begin based on the then amount of draws received to date, or work in progress, and, as now, the final fee payment will be trued up at the time of closing with the third party purchaser. This will not apply for inventory homes financed through ARH MODELS.

(7) Commencing on the first January 1 following 18 months after the Effective Date, you must pay us at least the following percentage of the Minimum Annual Royalty each calendar year (an "**MAR Period**"):

Year	%
1	25%
2	50%
3 and thereafter	100%

For example, if the Effective Date is March 15, 2024, then the Minimum Annual Royalty payment requirement, and MAR Period, will begin January 1, 2026 (October 15, 2025 is 18 months, and so MAR Period 1 begins on January 1, 2026 and MAR Period 2 begins January 1, 2027). If during the applicable MAR Period, you have paid us total Royalties in an amount less than the applicable percentage of the Minimum Annual Royalty, then you must pay us the difference in full within 15 days of our invoice.

(8) We evaluate the market rate on an annual basis and adjust this fee accordingly.

(9) This fee is adjusted annually based on the actual costs of materials.

(10) This fee is adjusted based on the actual costs of the trip.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[(1)]	$65,000	$65,000	As agreed	On execution of Franchise Agreement	Us
Model Home[(2)]	$120,000	$1,300,000	As agreed	As incurred	Third Parties
Opening Inventory and Supplies[(3)]	$1,000	$5,000	As agreed	As incurred	Third Parties
Computer System[(4)]	$1,500	$5,000	As agreed	As incurred	Third Parties
Insurance[(5)]	$5,000	$7,000	As agreed	As incurred	Third Parties
Training Expenses[(6)]	$500	$2,000	As agreed	As incurred	Third Parties
Business Licenses and Permits[(7)]	$1,000	$3,000	As agreed	As incurred	Third Parties
Professional Fees[(8)]	$2,000	$5,000	As agreed	As incurred	Third Parties
Engineering[(9)]	$2,000	$5,000	As agreed	As incurred	Third Parties
Marketing Launch[(10)]	$12,000	$18,000	As agreed	As incurred	Third Parties

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds – 12 months[11][12][13]	$325,000	$775,000	As agreed	As incurred	Third Parties
TOTAL	**$535,000**	**$2,190,000**			

Notes:

(1) The initial franchise fee is fully earned and non-refundable when paid.

(2) You are required to construct a Model Home in which to locate your sales office (the **"Sales Office")** and to show customers the type of Residential Products available. The estimate for the Model Home includes costs for the Sales Office, Sales Office furnishings, home furnishings, home lot purchase, construction costs, architect and/or engineer fees and signage. The Sales Office furnishings include desk, chairs, bookcases, etc. Home furnishings include furniture, decorative items, wallpaper and faux painting, etc. The costs for Sales Office furnishings and home furnishings will vary based upon the size, layout, and type of Model Home, furniture manufacturers and other suppliers. Our Interiors Department provides design services including all material and finish selections, model merchandising, purchasing, and installations for a fee typically ranging from $43 to $50 per square foot of living area in the model home (included in this estimate). If you elect to use an outside model merchandising firm for a model home they will need to obtain our approval following our documented evaluation process including submitting an application describing the firm's experience merchandising luxury model homes. You may be able to finance a portion of the Model Home cost. If you finance the Model Home with a third-party lender, we estimate the lender would require the amount of your equity to be about 80% of the total cost of the Model Home. You may also be able to finance an additional amount through AR Models (see Item 10), which could lower your equity investment in the Model Home to as low as $100,000.

(3) This estimate includes expendable office supplies like pens, pencils, paper, stationary, brochures, displays, food, beverages and other miscellaneous office expenses.

(4) The amount you spend on computer equipment will vary based on the type of computer equipment you already have. At a minimum you will need computer equipment for two persons, but your needs for computer equipment and the number of persons who will be using the computer equipment will depend upon the size of your Business. The initial franchise fee includes your license to use our Software Bundle. The low-end estimate assumes that you already have computer equipment for one person that meets our specifications.

(5) This amount represents an estimate of the down payment on your annual insurance premiums. You must obtain insurance coverage as described in our Manuals. Your cost of insurance may vary depending on the insurer, the location of your Business, your claims history, and other factors.

(6) We provide initial training for you (or if you are a business entity, your owners), your Building Company President, purchasing personnel and salespersons without charge. You are responsible for all travel and living expenses.

(7) This amount represents the estimated cost of various operating licenses required at the local, regional or state level. Your actual costs may vary from the estimates based on the requirements of these government agencies.

(8) This estimate is for the cost to employ an attorney, accountant and other consultants to assist you in establishing your Business and reviewing the franchise documentation. These fees will vary from location to location depending upon the prevailing rate of attorneys', accountants' and consultants' fees.

(9) This estimate is for the cost to engage a structural engineer to engineer your Key Home.

(10) This estimate is for a media campaign leading up to the opening of your model home. The campaign begins approximately 4 months from the signing of your Franchise Agreement.

(11) We estimate that required and working capital will vary depending on your background and experience as follows:

Category	Range of Capitalization
Builders with an ongoing business and a management team in place and construction jobs in process or under construction that will provide income for generally 12 to 18 months while the Building Company is trained and a Model Home is planned and built.	$325,000 - $525,000
New start-up franchisees who are ex-executives of local, regional and national builders.	$425,000 - $625,000
Investor/Owners with no industry experience who would need to hire an experienced Building Company President at start-up, as well as other key employees, i.e. purchasing, accounting and construction managers.	$575,000 - $700,000

(12) You will need additional funds during the start-up phase of your Business to pay employees, purchase supplies and pay other expenses. The start-up period is estimated to be 12 months. These figures are estimates, and we cannot assure you that you will not have additional expenses.

(13) We relied on our past experience in operating a Business to compile these estimates.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The following table summarizes the approximate percentages of your purchases of equipment and supplies through sourcing restrictions, based on the nature of the restriction. There are substantial restrictions placed on the source of your purchases.

REQUIRED PURCHASES FROM US	REQUIRED PURCHASES FROM APPROVED SUPPLIERS	REQUIRED PURCHASES IN ACCORDANCE WITH OUR SPECIFICATIONS AND STANDARDS
Establishment - 0%	Establishment – 25-30%	Establishment – 25-30%
Operation - 0%	Operation – 25–30%	Operation – 25-30%

Purchases from Us

You are not required to purchase, lease or rent any real estate, products, inventories, fixtures, or computer equipment from us or an affiliate.

Preferred Vendors

You are required to purchase certain approved materials, supplies, services and equipment (e.g. construction materials, services or equipment, fixtures, and appliances) from approved vendors, manufacturers, distributors and service providers ("**Preferred Vendors**") for the construction of your Model Home. You are also required to use our Preferred Vendors for all other homes unless the customer has requested a product supplied by a non-Preferred Vendor. We require a 75% participation rate of the Preferred Vendors. We estimate that the cost of these items represents approximately 25-30% of your total purchase in establishing a Business and approximately 25-30% of the total cost to operate a Business.

There are no Preferred Vendors in which any of our officers own an interest.

Changes to Preferred Vendors

If you want to substitute materials or vendors in a Model Home for products or services that one or more of our Preferred Vendors provides, you must first submit sufficient information, specifications and samples for our determination as to whether the product or service complies with our System Standards and/or the vendor meets approved vendor criteria. Such substitutions will require our written approval after we review the information you or the proposed vendor provides or such other information we deem relevant. We do not charge a fee for this determination. We will respond to you within 30 days of our receipt of your request to substitute materials or vendors. We will, from time to time, establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and Preferred Vendors. Approval or revocation of approval of a vendor may be conditioned on requirements relating to product quality, and ability to obtain better prices and service and may be temporary, pending our further evaluation of the supplier. Our approval of any Preferred Vendor means that it has met the standards and specifications we designate of Businesses, and not that we in any way warrant or guaranty the vendor or item's safety, performance or workmanship.

Standards and Specifications

Your Business must be operated in accordance with the mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for the operation of a Business (collectively, **"System Standards"**). System Standards regulate, among other things, marketing materials, use and display of the Copyrights and Marks, insurance requirements, computer system requirements and other policies governing the conduct of your Business. You must build your Model Home and Residential Homes according to the Plans. You must also build your Model Home and Residential Homes according to our quality standards (the **"Quality Standards"**). We can only inspect and enforce the standards on Model Homes. Your Building Agreements and Home Purchase Agreements with your customers will obligate you to build your customer's homes to a minimum standard. We require that the quality of workmanship in customer homes must be equal to or better than the workmanship in Model Homes. We will notify you in the Manuals or other communications of the System Standards and Quality Standards. Required purchases in accordance with our System Standards represent approximately 25-30% of the total cost to establish a Business and approximately 25-30% of the total cost to operate a Business.

Brand Funds - Pride in Partnership Program

We may negotiate with Preferred Vendors or other suppliers, distributors, manufacturers or service providers to receive Brand Funds on certain products and services you may purchase from them pursuant to our specifications and standards. In 2023, we received $1,177,827.84 from such Brand Funds, which was approximately 3.4% of our total revenues of $34,929,964.

The Brand Funds are part of the program we have developed for nationally recognized Preferred Vendors or other suppliers, distributors, manufacturers or service providers in which they agree to offer discounts and preferred services to our Franchisees and/or to pay us advertising and promotional monies in return for certain benefits and services we offer them as vendors. We determine how the monies are spent. Additionally, developers of lots for sale to our Franchisees or their customers are eligible to be included in the program. This program is our Pride in Partnership[SM] program (**"PIP"**). We negotiate both flat rate and per usage PIP fees, which vary dramatically. Most vendors pay PIP fees at a flat annual or periodic rate that is not tied to volume of usage. But, some pay PIP fees on a per use basis or another formula mutually agreed to by them and us.

During 2023, the following Preferred Vendors paid $10,000 or more of PIP fees : AHF Products, Alpha Tile, BSH Group (Thermador/Bosch), Builder Partnerships, Carrier, DalTile, Eagle Roofing, Emser Tile, Executive Cabinetry, General Electric, Hearth & Home Technologies, HomeTeam Pest Defense, IWT – Tesoro, James Hardie, Kichler Lighting, Kohler, Lennox, Liftmaster, Mannington, Masterbrand Cabinets, Moen, PGT, Rinnai, Schlage, Sherwin Williams, Trane, Viewrail, and Visual Comfort. The following vendors paid less than $10,000: Amerock, Broan-Nutone, Clopay, Corian Quartz, Dwellings, Maxim Lighting, Owens Corning Shingles, Pinnacle (Alfresco & Artisan Grills), Progress Lighting, Silestone (Cosentino), Simpson Strong Tie, Victoria & Albert, Western Windows and Westlake Royal Roofing & Stone.

Advertising Materials

In order for us to maintain our Quality Standards, any advertising you require that is outside of our standard advertising materials or services must be produced by us, at your cost, or by an advertising agency hired by you and approved in writing by us prior to the advertising agency doing work for you.

Plans

We will provide working drawings for the construction of our Active Plans. We will do this electronically or otherwise as mutually determined. These working drawings do not incorporate local building codes and conditions, construction practices, rules, regulations or engineering requirements appropriate to your Territory, all of which are your and your engineer's responsibility. We provide modifications of working drawings to include changes, options and upgrades required for your model homes. You must provide modifications of working drawings to include changes, options and upgrades required for your inventory homes or your customers. Any alterations or modifications to the Plans must be done by a CAD designer that we have previously approved in writing and from whom you have received and provided to us a signed Confidentiality Agreement on a form provided by us. You must not provide the Plans to others except your customers. You must follow our rules and guidelines relating to the Plans and working drawings.

We own (or may license from others) the Plans and their copyrights and we consider them to be part of the confidential information and Copyrights. Your use of the Plans and other Copyrights we designate is limited solely for purposes permitted by your franchise agreement. All Plans, including preliminary, working and other drawings, prepared by or for you during the term of your franchise agreement, and those Plans that are modified for customers or others, belong solely to us. We have the right to share Plans that you modify with other franchisees. You are responsible for assuring that all plans used in connection with your Franchise comply with all applicable federal, state and local laws and codes.

We will provide all Plans included in our Product Manual to you. You can order them electronically at no cost or pay for printing and mailing. If an architectural or engineer seal is required for permitting or

architectural review boards, you may contract, at your expense, with an outside individual or firm to obtain the necessary seals.

We provide Standard Bills of Materials for Active Plans and Options. We do this as a convenience to you. We use reasonable efforts to ensure their accuracy, but we do not guarantee their accuracy. You exclusively determine the use of this information and the sales prices you charge customers. You must modify and update the Standard Bills of Material we provide for building code requirements, site conditions and other conditions in the Territory.

Model Homes

During the term of the Franchise Agreement, you must maintain at least one Model Home open to the public in your Territory. You are responsible for ensuring that the Model Home meets our System Standards/Quality Standards. We require approval of all aspects of the Model Home including, floor plan, specifications, options and upgrades, location, elevations, elevation colors, landscaping, hardscape (i.e., walks, patios, pools, fences, and the like), parking, signage, interior merchandising, furnishings and Sales Offices. In order for us to maintain aesthetic standards for your Model Home, you are required to use our services or companies approved by us for interior design, Sales Office design and landscape design. You must comply with all applicable federal, state, and local laws, regulations, codes, rules and ordinances. The Model Home must be open 7 days a week per the Required Operating Policies. Acquisition of a lot and design of your first Model Home must be completed within 12 months of the date of the Franchise Agreement. Construction of your model must be completed to our satisfaction within 12 months of commencement of construction.

Warranty Policy

You must offer, abide by, render and assume all costs of warranty services to your customers in compliance with warranty policies we prescribe from time to time as meeting System Standards (the **"Customer Warranty"**) or as prescribed by the state in which you are building. The Customer Warranty warrants the Residential Homes against defects in materials, workmanship and construction. We may change the terms of the Customer Warranty periodically.

Computer System

You must use our Software Bundle and hardware components and accessories that we require (collectively, the **"Computer System"**). You must comply with any changes to the Computer System specifications and you may incur costs for doing so.

Insurance

You are required to maintain in force, at your expense and under policies issued by carriers approved by us, the following types and limits of insurance coverage for your benefit and the benefit of us, our affiliates and designees (For general and umbrella liability purposes, we will be named as an additional insured):

1. Comprehensive liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your Business;

2. Completed operations coverage against claims for construction defects for damages or harm to Residential Products and personal property and improvements;

3. Comprehensive motor vehicle insurance (including personal injury protection, uninsured motorist protection, hired not owned, and "umbrella" coverage) for any motor vehicles operated by your Business;

4. Umbrella liability insurance, if required to increase total liability coverage for the above insurance policies to a minimum of $1,000,000 limit;

5. General casualty and property insurance, including fire and extended coverage (for wind, lightning, sinkhole), vandalism and malicious mischief insurance, for full replacement value of the structure and contents of your Model Homes and Residential Products (Builder's Risk Insurance);

6. Workers' compensation insurance in the amounts required by applicable state law; and

7. Employee liability insurance or such other insurance as required under any lease or other financing document (if any) for your Business.

8. We recommend that you carry Business Interruption Insurance, review this coverage with your licensed insurance agent.

Before the expiration of the term of each insurance policy, you must furnish us with a Certificate of Insurance of each new, renewal or replacement policy obtained by you to extend its coverage. If you do not maintain the required insurance coverage, or do not furnish us with satisfactory evidence of insurance coverage, we may obtain, at our option any required insurance coverage on your behalf and charge you the premiums we incur to do so. If we do so, you must fully cooperate with us in our efforts to obtain the insurance policies and must promptly sign all forms required to obtain or maintain the insurance. You must also allow any inspections of your Franchise, Model Home(s) or Residential Products required to obtain or maintain insurance.

Miscellaneous

We do not require or implement formal Franchisee purchasing or distribution cooperatives. Occasionally, Franchisees in the same geographic areas work with each other on purchasing initiatives. We negotiate agreements with our Preferred Vendors for the benefit of Franchisees and we may derive revenue or other material consideration as a result of these agreements. We use funds provided by our Preferred Vendors for marketing collateral to be used by Franchisees. We do not provide any material benefits to you based on your purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Franchise Agreement ("**FA**") Sections 1 & 6	Items 8, 11 and 12
b.	Pre-opening purchases/leases	FA Section 6	Items 6, 7 and 8
c.	Site development and other pre-opening requirements	FA Sections 1 & 6	Items 6, 7, 8 and 12

	Obligation	Section in Agreement	Disclosure Document Item
d.	Initial and ongoing training	FA Section 4.3	Items 6 and 11
e.	Opening	FA Section 6	Item 11
f.	Fees	FA Sections 4, 6, & 9.4	Items 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	FA Sections 4, 5, & 6 and Exhibit B	Items 6, 7, 8, 11, 14 and 16
h.	Trademarks and proprietary information	FA Sections 2.32 & 5	Items 13 and 14
i.	Restrictions on products/services offered	FA Sections 2.40 & 4 and Exhibit B	Items 8, 11 and 16
j.	Warranty and customer services requirements	FA Section 9.5 and Exhibit B	Item 8
k.	Territorial development and sales quotas	FA Section 1 and Exhibit A	Item 12
l.	Ongoing product/service purchases	FA Section 4	Items 6, 7 and 8
m.	Maintenance, appearance and remodeling requirements	FA Sections 1 & 6 and Exhibit B	Items 8 and 11
n.	Insurance	FA Section 6.1.s and Exhibit B	Items 7 and 8
o.	Advertising	FA Sections 4.1, 4.4, & 4. 6 and Exhibit B	Items 6, 7 and 11
p.	Indemnification	Sections 2.25, 2.26, 2.27, 6.1.r, & 8 and Exhibit B	Item 14
q.	Owner's participation/management/staffing	FA Sections 2.12, 4, & 6 and Exhibit B	Item 15
r.	Records and reports	FA Section 6	Item 11
s.	Inspections and audits	FA Section 4.6, 6.1.t, & 6.2 & Exhibit B	Items 6 and 11
t.	Transfer	FA Section 11	Item 17
u.	Renewal	None	Item 17
v.	Post-termination obligations	FA Section 9	Item 17
w.	Non-competition covenants	FA Section 10	Item 17
x.	Dispute resolution	FA Sections 18, 19, 20, 21, 22, 23, & 24	Item 17
y.	Other	N/A	N/A

ITEM 10
FINANCING

Other than for the Home Financing and the Model Home Furniture Financing (discussed below), we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Home Financing

ARH Models may finance that portion of the combined cost of the home construction and lot acquisition not financed by a first-mortgage (construction-perm) loan through a third-party lender introduced by, or acceptable to, ARH Models. You will establish a single-member, special purpose limited

liability company organized under Florida Law (the "**LLC**") using organization documents provided by ARH Models to own the home. The following summarizes the financing terms (See Exhibit "N-1" for Home Financing Documents):

SUMMARY OF FINANCING OFFERED FOR HOME

Term	Document / Section	Provision
(a) Identity of Lender	Term Sheet, Home Financing and Profit Sharing Agreement ("**MH Financing Agreement**") and Pledge Agreement	ARH Models
(b) Item Financed	Term Sheet, MH Financing Agreement	Land acquisition and Home construction costs.
(c) Amount Financed	Term Sheet	The percentage of land acquisition and Home construction costs not financed by a first-mortgage lender. Estimated to range from $200,000 to $600,000
(d) Term	Term Sheet, MH Financing Agreement	The term will match the term of the first-mortgage financing, generally 24 to 48 months. Shorter terms may also include an option to extend for one additional 12-month period. The term will also terminate on the closing date of the sale of the Home.
(e) APR %	Term Sheet, MH Financing Agreement	18.0% per annum.
(f) Monthly Payment	Term Sheet, MH Financing Agreement	Monthly installments of accrued interest only; estimated to range from $2,630 to $8,153 depending on amount financed.
(g) Interest on delinquent payments	MH Financing Agreement	5% above the 18.0% per annum up to the highest legal rate.
(h) Late Payment Fee	MH Financing Agreement	Not to exceed 5% of any installment not paid within 10 days.
(i) Prepayment Penalty	MH Financing Agreement	No prepayment penalty.
(j) Waiver of Defenses	None	N/A
(k) Security Required	Term Sheet, MH Financing Agreement, Pledge Agreement	All membership interests of the LLC are pledged to ARH Models.
(l) Liability upon Default	MH Financing Agreement	At discretion of ARH Models entire principal balance and accrued interest due and payable is accelerated plus all collection costs, attorney's fees and court costs.
(m) Method of Payment	Term Sheet, MH Financing Agreement	Monthly by ACH.
(n) Governing Law	MH Financing Agreement, Pledge Agreement	Delaware.

Term	Document / Section	Provision
(o) Venue	MH Financing Agreement, Pledge Agreement	Delaware.
(p) Guarantee	MH Financing Agreement, Pledge Agreement	Franchisee must pledge 100% membership interest in limited liability company owning Model Home.
(q) Profit Sharing	Term Sheet, MH Financing Agreement	30% of the Net Profit from the sale of the Home.*

ARH Models does not, nor does it have plans to, sell, assign or discount to a third party any of the financing from franchisees, but reserves the right to do so. We do not receive any payments from our affiliate, ARH Models, or any other person for providing financing.

* Net Profit is defined as the ASP less costs of the lot, construction, furnishings, outside sales commissions, certain other commissions and fees, costs for builders risk insurance, interest expense and royalties related to the Model Home (as governed by the Franchise Agreement). In the event that the cash proceeds from the sale of the Model Home are insufficient to repay the loan and/or the 30% of the Net Profit, the LLC may request that ARH Models continue to finance the unpaid amount of such obligations at 16%.

Model Home Furniture Financing

ARH Models may finance a portion of the cost of the furniture in your Model Home that is purchased from us. At the start of the construction of your Model Home, you will pay us 20% of the cost of the total furnishings project, defined as the Interiors Division's 12% Design Fee plus the cost of furniture and applicable sales tax. The Concept Meeting deposit and/or Design Fee will apply toward the 20% down payment. The following summarizes the financing terms (See Exhibit "N-2" for Model Home Furnishings Financing Documents):

SUMMARY OF FINANCING OFFERED FOR MODEL HOME FURNITURE

Term	Document / Section	Provision
(a) Identity of Lender	Term Sheet, Note, and Security Agreement	ARH Models
(b) Item Financed	Term Sheet	Furniture purchased from us for the Model Home.
(c) Amount Financed	Term Sheet	80% of the cost of Model Home furniture (see above). Estimated to range from $100,000 to $250,000
(d) Term	Note	Earlier of 48 months or closing date of the sale of the Model Home.
(e) APR %	Note	Varies: 12.0% per annum but 18% if you also borrow under our Home Financing program above.
(f) Monthly Payment	Note	48 equal monthly installments of principal plus accrued interest; estimated to range from $2,733 to $6,833 depending on amount financed.

Term	Document / Section	Provision
(g) Interest on delinquent payments	Note	5% above the 18.0% per annum up to the highest legal rate
(h) Late Payment Fee	Note	Not to exceed 5% of any installment not paid within 15 days
(i) Prepayment Penalty	Note	No prepayment penalty.
(j) Waiver of Defenses	None	N/A
(k) Security Required	Security Agreement	All furniture and furnishings now owned or hereafter acquired used in connection with or located on Model Home real property.
(l) Liability upon Default	Note	At discretion of ARH Models entire principal balance and accrued interest due and payable is accelerated plus all collection costs, attorney's fees and court costs.
(m) Method of Payment	Note	Monthly by ACH
(n) Governing Law	Note, Security Agreement	Delaware
(o) Venue	Note, Security Agreement	Delaware
(p) Guarantee	None	N/A

ARH Models does not, nor does it have plans to, sell, assign or discount to a third party any of the financing from franchisees, but reserves the right to do so. We do not receive any payments from our affiliate, ARH Models, or any other person for providing financing.

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 Business, we will:

1. Provide you with our active Plans and promotional materials. (Franchise Agreement, Section 4.1)

2. Provide you with a copy of our Manuals. (Franchise Agreement, Section 4.1)

3. Provide you with Standard Bills of Materials for Active Plans and Options. You solely determine the sales prices you charge your customers. (Franchise Agreement, Section 4.1)

4. Sublicense our Software Bundle to you. (Franchise Agreement, Section 4.2) We may specify third party and additional software at any time.

5. Provide training to you, your Building Company President and other personnel. (Franchise Agreement, Section 4.3) This training is described later in this Item in detail.

6. Provide you with a list of Preferred Vendors. You must use products and services of these Preferred Vendors for construction of your Model Home. You are also required to use our Preferred Vendors for all other homes unless the customer has requested a product supplied by a non-Preferred Vendor. (Franchise Agreement, Section 4.8)

Time to Opening

We estimate that, if you currently do not operate a homebuilding business, there will be an interval of 3 to 4 months between signing the Franchise Agreement and the opening of your Business. We define the time required to open your business as the time you will need to do the following: (1) obtain necessary business licenses and permits; (2) obtain necessary general contracting licenses and requirements; (3) obtain office space from which to operate both as an administrative office and temporary Sales Office; (4) obtain a minimum of 2 computer work stations; (5) complete the New Franchise Onboarding and Orientation Program; and (6) compile a cost book. Factors that may affect this period may include your financial requirements and creditworthiness, the time required to obtain government permits, approvals and licenses, the time required for you to familiarize yourself with our System and to prepare your cost book, and the availability of land, lots, construction, labor, materials, equipment and the like.

You may not open a Model Home to the public until we have approved it. We estimate that it will take 18 months from signing your Franchise Agreement to complete your initial Model Home. You may open your Business for business prior to completion of a Model Home.

Continuing Obligations.

During the operation of your Business, we will:

1. For Single Family Homes:

   (a) Approve or disapprove the site for the location of any Model Home (Franchise Agreement Section 1.3).

   (b) Provide you with our active Plans, standard bills of materials for Plans, and our Product Manual. (Franchise Agreement, Section 4.1)

   (c) Provide you with the use of our Software Bundle and review your computer data electronically. (Franchise Agreement, Section 4.2) We may discontinue it and/or specify replacement or additional software supplied by us or third parties at any time and you will be responsible for related fees.

   (d) Provide you with ongoing training. (Franchise Agreement, Section 4.3)

   (e) Provide you with Advertising Materials. (Franchise Agreement, Section 4.4) We are not required to spend any amount for advertising in your Territory.

   (f) Review your advertising materials and inspect your Model Home for compliance with our Quality Control standards. (Franchise Agreement, Section 4.6)

2. For Multi-Family Homes:

   (a) Approve your architect and critique the preliminary plans. Approve the working drawings. You agree to provide architectural plans for Multi-Family Homes. You will select an architect with our approval.

   (b) Produce, at your expense, a job bill of materials and Sales Collateral Materials for Multi-Family Homes built in Multi-Family Communities.

3. At our discretion, take periodic visits to your Business and evaluate services rendered to customers, as more fully described in the Franchise Agreement. (Franchise Agreement, Section 6.2(a)

Brand Fund

You must participate in our Brand Fund. The rate is currently set at 0.25% of the Contract Sales Price up to a maximum of $25,000.00 annually. The Fee is payable by the 15th day of each month following a month in which a sales contract was executed. We reserve the right to increase the rate to up to 1% of the Contract Sales Price up to a maximum of $100,000.00 annually. You will receive a minimum of 6 months' notice of a rate increase, with an effective date of January 1 the following year. The funds collected will be allocated to our directed, brand-related marketing activities including but not limited to public relations, advertising and marketing campaigns and templates. We may defer or reduce contributions of a franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12-month period. We or our affiliates may contribute to the Brand Fund on the same basis as our franchise owners.

We will direct all programs financed by the Brand Fund, may determine the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the Brand Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; and supporting public relations, market research and other advertising, promotion and marketing activities. The Brand Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

The Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Brand Fund and its programs, including, without limitation, conducting market surveys, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Fund. We may spend, on behalf of the Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all franchisees to the Brand Fund in that year, and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. We will prepare a periodic statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. We have the right to cause the Brand Fund to be incorporated

or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in this Agreement.

You acknowledge that the Brand Fund is intended to maximize recognition of the Marks. Although we will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all franchisees, we undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Fund by franchisees operating in that geographic area or that any franchisee will benefit directly or in proportion to its contribution to the Brand Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the Brand Fund.

Cooperatives

We do not have local or regional advertising cooperatives (**"Cooperatives"**), based on designated marketing areas. If a local or regional Cooperative is formed, you are not required to participate and/or contribute. We reserve the right to create at any time in the future, if or when we deem appropriate, in our sole discretion, a franchisee advisory council to serve as an advisory council to us with respect to the advertising, marketing, operation, new product and service suggestions, and other matters relating to Businesses.

Advertising

We currently provide you with annual issues of our full color magazine (AR Living®), our full color brand brochure, templates of various digital messages, various sales collateral materials (which may change from time to time), which currently include house sheets of Models and non-modeled plans and folders to hold sales collaterals (collectively, **"Advertising Materials"**). In addition, we will create franchise specific collaterals for your franchise that conform to our brand standards but they are printed at your expense. We will make available to you the Advertising Materials and photography in our library for use in advertising generated by you, which will be transferred to you electronically without charge. In order for us to maintain our Quality Standards, any advertising you require that is outside of our standard advertising materials or services must be produced by us, at your cost, or by an advertising agency hired by you and approved in writing by us prior to the advertising agency doing work for you. All advertising and promotion by you must conform to our brand standards and requirements, as described in the brand style guide. All advertising, promotion and marketing you conduct will be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them. If you do not receive written disapproval within 30 days after our receipt of such materials, we will be deemed to have given the required approval. You may not use any advertising or promotional materials that we have disapproved.

Rebate Program

Our Preferred Vendor Partners offer rebates as part of their programs. As a franchisee you are eligible to receive these rebate dollars if you meet 3 criteria: 1) you utilize at least 75% of the Vendor Programs offered; 2) you clearly report the products used and the quantity purchased; and 3) you properly record the closing in the software. An administrative fee of 10% will be deducted from your rebates and retained by us. Rebates are paid annually in April for prior year closings.

Site Development

You and we will agree on a Territory prior to you entering into a Franchise Agreement with us. If we cannot agree on a Territory, then we will not enter into a Franchise Agreement with you. Your Model Home must be located within your Territory. If we grant more than one Business in a territory, then we may establish, in our sole discretion, an **"Off-site Territory"**. An Off-site Territory is a defined geographic area within a Territory that is exclusively reserved to one Franchisee for the purposes of constructing off-site Single Family Residential Products. However, the Off-site Territory does not preclude another Franchisee from operating a Model Home within a subdivided plot of Land or within a planned unit development (a **"Community"**) located in the Off-site Territory for the purpose of constructing Residential Products in such Community.

In assessing franchise territories, we review data involving population demographics, building permits, the number of lots available in upscale communities, and price points and the competitive builders and residential products. In larger markets, we have multiple franchises and territories and in smaller markets only one.

Other than providing you with a list of Preferred Vendors and specifications in our manuals, we do not provides assistance with providing equipment, signs, fixtures, opening inventory and supplies. We do not deliver or install the items.

Computer System

You must purchase and use any and all hardware and computer software programs which we may designate. The computers are used for operating our Software Bundle, which is used for operating your Business (see below). We support Windows based hardware and will use our best effort to support any other hardware.

Currently, the minimum requirements for your computer hardware and software are: laptop PC or Mac with minimum 8G memory, minimum 240G of storage, an OS with currently supported and applied security patches by the OS vendor (e.g., Microsoft or Apple); and a laser or inkjet printer (per location). Your sales office should have a color printer with scan and copy capability. All computers are required to have an up-to-date anti-virus installed (security requirements may change as the cyber-security landscape evolves quickly). No additional software is currently required. You will need a reliable fast internet connection to use our systems.

You must use our Software Bundle for sales, purchasing, construction, warranty, remodeling, accounting and general management. We will provide ongoing technical support to you in the use of the Software Bundle. We provide this access to your franchise via various methods of remote access, including, but not limited to, web pages, remote desktop systems, and via software that may be installed on your local computer. As part of our Software Bundle, we provide email addresses and service for your franchise employees. Software that we provide for your franchise use is currently included as part of your fees paid to us, but we reserve the right to change this. Thus, we may both charge for our Software Bundle separately and/or require you to utilize other software we specify and pay associated license and maintenance fee.

We estimate the cost of the Computer System hardware will be approximately $1,500 to $5,000, depending upon the size of your Business and if you already have computer hardware that meets our specifications. You must have computer hardware for a minimum of 2 persons. We may discontinue, modify and change the software we offer to you and specify that you use other software in substitution, replacement or in addition to the software we currently provide.

Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades or updates to your Computer System. Currently, there are no optional or required maintenance/upgrade contracts for the Computer System. You are responsible to maintain your Computer System, though we retain the responsibility to maintain ARIS.

You must install any other hardware or software for the operation of your Business that we may require in the future, including any enhancements, additions, substitutions, modifications and upgrades. We require that you utilize our Software Bundle and our accounting manual to operate your business. We have independent access and can retrieve all of the information regarding your Business stored in your Computer System at any time. There is no contractual limitation on the frequency or cost of these obligations.

Technology Fee

We charge a monthly Technology Fee of $1,000. The Technology Fee covers access to our Software Bundle; reasonable technical support during the operation of your business; access to our Learning Management System; access to AR Connect, our central information portal; and advice and assistance from our experienced franchise support team for up to 5 users.

Manuals

After you sign the Franchise Agreement, we will provide you with access to our manuals (the **"Manuals"**). A copy of the table of contents of the Manuals is attached as Exhibit "K." We consider the contents of the Manuals to be proprietary, and you must treat them as confidential. You may not make any copies of the Manuals. Our Manuals currently contain a total of 1,133 pages.

Training

You (or if you are a business entity, your owner(s)) ("You") and, your Building Company President must complete the new franchise onboarding and orientation program (the **"New Franchise Onboarding and Orientation Program"**) and training on acquiring vacant land (the "**Land Program**"). You, your Building Company President and each salesperson must complete the sales portion of the initial training program (the **"Initial Training Program"**). We may terminate your Franchise Agreement if you fail to complete our New Franchise Onboarding and Orientation Program or our Initial Training Program to our satisfaction. It is recommended that you and your personnel begin the New Franchise Onboarding and Orientation Program within 30 days after signing the Franchise Agreement, you are required to complete this training within four (4) months of signing. The Initial Training Program must be completed within 12 months of signing the Franchise Agreement, training in general, is ongoing and will be provided throughout your tenure as a Franchisee (**"Ongoing Training Program"**). Failure to complete the training programs in the required time periods may result in the termination of your Franchise Agreement. After 12 months, we will charge our then-current hourly rate (currently, $65 per hour) plus transportation and living expenses for any Training Program at your facility. We will also charge our then-current hourly rate for any individual Training Program at our facility, classroom training or remote sessions, but we will not charge for online, self-paced learning. The New Franchise Onboarding and our Training Program are held at our headquarters, via remote sessions, in which the trainer can remotely view the trainee's computer screen at your office, or at a training facility designated by us. All travel, lodging and related expenses incurred by you and your personnel in connection with the New Franchise Onboarding and Orientation Program, Initial Training Program and the Ongoing Training Program will be your responsibility. Currently, we offer the Initial Training Program on as-needed basis. Our training programs currently consists of the following:

NEW FRANCHISE ONBOARDING AND ORIENTATION PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
New Employee Orientation	0	Varies	Remote Session
New Franchise Orientation	40	Varies	Our Headquarters, Your Location or Remote Session
New Franchise Brand Introduction	0	Varies	Remote Session
New Franchise Onboarding – Vendor Meetings	0	16 - 24	Your Location
New Franchise Onboarding – Price List Creation	0	16 -24	Your Location or Remote Session
TOTAL	**40**	**Varies**	

LAND PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
How to review Market Studies performed by you	1	0	Our Headquarters or Remote Session
What to look for in Vacant Developed Lots ("**VDL**")	.5	0	Our Headquarters or Remote Session
Importance and strategies of VDL	.25	0	Our Headquarters or Remote Session
Developer Relationships	.25	0	Our Headquarters or Remote Session
Strategies on purchasing developers' lots	1	0	Our Headquarters or Remote Session
Looking at large tracts of land to self-develop.	0	1	Your Location
Importance and how to balance land strategies	1	0	Our Headquarters or Remote Session
Importance of land strategies folded into your Financial and Business Plan	1	0	Our Headquarters or Remote Session
Total	**5**	**1**	

Classroom training includes individual, group, video and digital remote training. The Land Program is delivered during the onboarding program and includes 1 site visit.

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Model Job and Budget	0	40	Remote Session
New Employee Orientation	0	Varies	Remote Session

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Sales Systems and Selling Skills	26	Varies	Remote Session Our Headquarters or Our Regional Office
Sales Quoting	0	Varies	Remote Session
Managing Your Sales Team	8	Varies	Your Location
Building Company President	30	Varies	Your Location Our Headquarters or Our Regional Office
Construction Manager	8	Varies	Our Headquarters or Our Regional Office
Purchasing	16	Varies	Our Headquarters or Our Regional Office
Budgeting	4	Varies	Our Headquarters or Our Regional Office
Customer Concierge	0	Varies	Remote Session
Color Session	8 - 16	Varies	Our Headquarters or Our Regional Office
Warranty	0	Varies	Remote Session
Accounting	3	Varies	Remote Session
Statcast	3	Varies	Your Location and Remote Session
TOTAL	**106 - 114**	Varies	

ONGOING TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
New Employee Orientation	0	Varies	Remote Session
Sales Systems and Selling Skills	26	Varies	Remote Session Our Headquarters or Our Regional Office
Sales Quoting	0	Varies	Remote Session
Managing Your Sales Team	8	Varies	Your Location
Construction Manager	8	Varies	Our Headquarters or Our Regional Office
Purchasing	16	Varies	Our Headquarters or Our Regional Office
Budgeting	4	Varies	Our Headquarters or Our Regional Office
Customer Concierge	0	Varies	Remote Session
Color Session	8 – 16	Varies	Our Headquarters or Our Regional Office Remote Session
Warranty	0	Varies	Remote Session
Accounting	3	Varies	Remote Session

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Statcast	3	Varies	Your Location and Remote Session
TOTAL	**76 - 84**	Varies	

Additional paid training programs are available for Marketing (current hourly rate of $100).

The materials used in training include mostly on-line manuals as well as other presentation materials, including PowerPoint presentations, AR Homes® Brand Guidelines and handouts. Due to the nature of the Business, all aspects of training are integrated and as a result, there are no definitive starting and stopping times. Our training is provided by many people. Tricia Prosch is our Director of Sales Enablement. She has over 16 years of home building experience and leads all aspects of Sales Training. Cassandra Essman is a Learning & Development Specialist. Cassandra is responsible for coordinating, delivering, and onboarding new hires throughout AR Homes. She helps in the development of micro training videos and manuals. She has over 6 years of training experience in various fields and has three years of experience directly working at AR Homes. Cat Jones is a Learning & Development Specialist . Cat is responsible for remote delivery and applying our training programs and standards to our existing and new franchises. She has over 37 years of industry-related experience, including over 16 years as a licensed general contractor and over four years directly working with AR Homes franchises and the Franchisor. Kelli Chickos is our Vice President of People Operations. She oversees the various training functions and covers employee and leadership development. Kelli has over 25 years of talent development experience. Mitzi Hatori, Vice President of Customer Experience, has 15 years of experience in the home building industry. She is responsible for strategic planning and alignment of the consumer throughout the business. Kaidy Solesky, the Vice President of Marketing, has more than 10 years of experience. She oversees the AR Homes brand and is responsible for all marketing and advertising development and execution, as well as the day-to-day management of the ARF marketing team. Marli Harrelson, Communications Manager, is responsible for digital marketing, e-marketing, social media, blogs and communications and has over seven years of experience. Victoria Jackson, Internet Brand Concierge, has over 17 years of experience and is responsible for all web leads and communicating with BCs on lead nurture best practices and follow up. Morgan Hampton, Creative Brand Manager, is responsible for executing all marketing requests and oversees the promotional and print websites. Morgan has over six years of experience in marketing. David Barin, our Vice President of Franchise Operations, has more than 20 years of experience in residential construction with national builders, including buying developer controlled lots, seeking and finding vacant developed lots along with buying large tracts of land to self-develop, and has over four years of experience with us.

Franchisees and their personnel may take refresher training courses at their option, but they are not required to do so. We offer Remote Sessions, on request, for any of your personnel at any time, subject to trainer availability. Online, self-paced learning programs are available at any time.

ITEM 12
TERRITORY

You receive the right to operate a Business at a defined geographic location described in Exhibit A to the Franchise Agreement (the **Territory"**). Your Territory is determined by governmental or geographic divisions that will be set forth in your Franchise Agreement. Your Model Home must be located within your Territory, and you may operate multiple Model Homes in your Territory subject to our approval. You agree not to build or sell Residential Products located outside your Territory, or in any Community, that we have designated for someone else. We may grant other Franchisees, or ourselves, the right to operate a Business within your Territory. If we grant more than one Business in a territory, then we may establish, in

our sole discretion, an **"Off-site Territory"**. An Off-site Territory is a defined geographic area within a Territory that is exclusively reserved to one Franchisee for the purposes of constructing off-site Single Family Residential Products. However, the Off-site Territory does not preclude another Franchisee from operating a Model Home within a subdivided plot of Land or within a planned unit development (a **"Community"**) located in the Off-site Territory for the purpose of constructing Residential Products in such Community.

You must operate the Business only in the Territory and may not relocate it.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We do not offer options, rights of first refusal or similar rights to acquire additional franchises.

Any rights not expressly granted to you in the Franchise Agreement are reserved by us and our affiliates. Except as described above, we retain the right, on behalf of ourselves and our affiliates, in our discretion and without granting any right to you, to:

(a) sell (or authorize others to sell) products and services identified by the Marks, or other trade names, trademarks, service marks and commercial symbols for service other than a franchise (i.e., repair service, interior décor, home furnishings, remodeling, lending brokerage, title service, etc.);

(b) operate ourselves or offer, sell and support franchises or licenses for businesses which operate residential home building businesses inside or outside a Territory that do not use the Marks;

(c) market, promote and advertise Residential Products in your Territory with or without using the Marks, Copyrights or System; and

(d) license or sell to others adaptations of our computer software, hardware and technical services developed by us or in part licensed from other providers.

You may solicit customers and advertise your Business anywhere you choose. There are no restrictions on you, any of our other Franchisees, any of our affiliates, or us to prevent any soliciting or advertising in another's Territory. No party is obligated to pay compensation to any other party for soliciting customers from the other party's Territory.

We maintain a website on the Internet, which includes specific sections for your use in promoting your Business. You are not permitted to own a separate website related to your Business. Any community websites that are owned by a franchisee, including affiliated or related companies, that will feature AR Homes® products, must conform to our brand style guide, terms of the franchise agreement and be consistent with all our branding. Furthermore, we must approve the design, and any changes to it, prior to release to the public.

ARIS Partners offers licenses to existing homebuilders granting them the right to use software similar to the ARIS software that we license to you. Homebuilders that become licensees through the use of the software have access to cost information and vendor benefit programs that are also available to you. However, homebuilder licensees of ARIS Partners do not have any rights to use our Marks or our marketing plans and systems. Homebuilder licensees of ARIS Partners operate under their own business and trade names. Moreover, the version of ARIS software that they utilize is different in certain respects from the version that you utilize; particularly, the customer interface and the use of forms and documents. Licensees

of ARIS Partners may operate their homebuilding businesses anywhere without any geographic restriction; and, therefore, they may solicit customers in the market in which you serve. ARIS Partners operates out of the same offices and facilities as we do. We do not have a dispute resolution plan for any conflicts between us, ARIS Partners, our franchisees, and the licensees of ARIS Partners regarding territory, customers and franchise support.

Under our Alumni Program, we allow certain franchisees whose franchise agreements have expired to continue to build and sell Residential Products on a limited basis. The Alumni Program permits a participant to build and sell a maximum of 4 Residential Products per calendar year. Participants in the Alumni Program utilize our Systems and our Marks but may not advertise, market or promote their part-time business in any way other than posting an AR Homes site sign on the property. They are also limited to providing these building sales and services only in the territory in which they previously operated. Their building activities in that territory may overlap with yours, and therefore you may face competition from them. They are prohibited from interfering with your operation in any way.

ITEM 13
TRADEMARKS

Primary Trademark

We grant you the right to use certain Marks. The primary Marks we use are AR HOMES®, AR LIVING®, AR HOMES® (design), AR HOME STUDIO® and HOME DREAM HOME®. Currently, all required affidavits have been filed.

The status of the registration of these marks on the Principal Register of the U.S. Patent and Trademark Office (the **"PTO"**) is as follows:

Mark	Registration Number	Registration Date
AR LIVING®	4,674,166	01/20/2015
ARTHUR RUTENBERG® HOMES	2,340,756	04/11/2000 Renewed 05/04/2020
ROSE® (Design)	2,318,957	02/15/2000 Renewed 03/19/2020
AR HOME STUDIO®	5,213,033	05/30/2017
LEGENDARY HOMES®	2,330,696	03/21/2000 Renewed 05/18/2020
AR HOMES®	6,057,908	05/19/2020
(Design)	6,067,477	06/02/2020
HOME DREAM HOME®	6,146,686	09/08/2020
	6,618,858	12/18/2021

There is no presently effective determination of the PTO, the Trademark Trial And Appeal Board, or any state trademark administrator or court, nor any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a

trademark licensed by us, nor any pending material litigation involving the Marks which is relevant to its ownership, use or licensing.

All required affidavits have been filed. We intend to renew all registrations and file all appropriate affidavits for the Marks at the times required by law. We know of no superior prior rights or infringing use that could materially affect your use of the Marks, and we know of no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

Use of the Marks

Your right to use the Marks (including any additional Marks we authorize you to use) is derived solely from the Franchise Agreement and is limited to your operation of your Business and in compliance with the Franchise Agreement and all applicable standards and operating procedures we prescribe. You may not use any Mark as part of any corporate name or legal business name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any other modified form without our prior written approval. You may not use any Mark in connection with the performance or sale of any unauthorized services or products, or in any other manner we have not expressly authorized in writing, nor use any of the Marks in a manner that we have determined may result in our liability for any indebtedness or obligation of you. You must follow our instructions for identifying yourself as a Franchisee and for filing and maintaining the requisite trade name or fictitious registrations.

We reserve the right to substitute different trade names, service marks, trademarks and indicia of origin for the Marks if the Marks can no longer be used, or if we determine, in our sole discretion, that substitution will be beneficial to the System. If we do, you agree if requested to discontinue or modify your use of any Mark or use one or more additional or substitute Marks, at your expense. You agree to comply with our directions within the time period prescribed in our notice. We will not be obligated to reimburse you for any expenses or loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

You will notify us when you are aware of any infringement of the Marks and you will cooperate with us in any proceedings relating to such infringement. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the Marks and we are not obligated to protect you against claims of infringement or unfair competition arising out of your use of the Mark, although we may do so when this action is in the best interest of the System. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the Marks. We may modify, change, delete or discontinue the Marks or your use of any of the Marks and you agree to follow our directions regarding any change in the use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise.

We do claim copyright protection and proprietary rights in the original materials used in the System, including our Plans, Manuals, bulletins, correspondence and communications with our Franchisees, training, advertising and promotional materials, and other written materials relating to the operation of the Businesses and the System. Certain of our Plans have been registered with the United States Copyright Office (Library of Congress). Each individual Plan, by itself, is not material to the franchise. Exhibit "L" to this disclosure document lists the Copyrights that have been registered with the United States Copyright Office (Library of Congress).

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights. You will notify us when you are aware of any infringements of copyrights or confidential information and you will cooperate with us in any proceeding relating to such infringement. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the copyrights, although we may do so at our sole election.

All Plans, including preliminary, working and other drawings, prepared by or for you during the term of the Franchise Agreement, and those Plans that are modified for customers or others, belong solely to us. We have the right to share Plans that you modify with other Franchisees.

We treat all of this information as trade secrets and you must treat any of this information we communicate to you confidentially. You (or your owners) must agree not to communicate or use our confidential information, including the Manuals and any other information we create or approve for use in operating your Business, for the benefit of anyone else during or after the term of the Franchise Agreement. You must not copy, record or otherwise reproduce these materials, or make them available to unauthorized persons. Certain individuals having access to our confidential information (including outside CAD designers) may be required to sign confidentiality agreements in a form that we approve.

From time to time, homeowners and builders copy our house plan designs and infringe our copyrights. We generally cooperate with our franchisees to enforce our copyrights and franchisees who pursue the claims at their expense are entitled to any damages received. However, a recent case against an alleged infringer has resulted in what we believe is a continuing infringement of our copyright in the Amalfi home design.

Arthur Rutenberg Homes, Inc. and Marcus Allen Homes, Inc. v. Jewel Homes, LLC, Julie D. Irvin, Mary C. Lesher and Michael B. Lesher (Case No. 3:14-531, United States District Court Middle District of Florida, Jacksonville Division, on appeal to the Eleventh Circuit Court of Appeals, Case No. 15-14965). On May 7, 2014, we and Marcus Allen Homes ("**MAH**") filed suit against Jewel Homes, LLC, Julie D. Irvin, Mary C. Lesher and Michael B. Lesher (collectively "**Defendants**") in the United States District Court, Middle District of Florida, Jacksonville, Division, for the infringement of our copyrighted Amalfi architectural plans seeking actual damages of $95,577.60, statutory damages of $150,000, disgorgement of $605,640 of Defendants' profits, and the recovery of reasonable attorneys' fees and costs. On June 15, 2015, the Defendants moved for summary judgment arguing that the Amalfi Plan and the architectural plans for the Lesher Residence ("**Lesher Plan**") were not substantially similar to the Amalfi Plan and as a result there was no infringement of our copyright in the Amalfi Plan. On July 2, 2015, we and MAH opposed the Defendants' motion for summary judgment presenting evidence that: (a) the Leshers and Jewel Homes obtained a copy of the Amalfi Plan from our website, and made revisions directly to such plan to arrive at the revised Amalfi Plan; (b) Jewel Homes scanned the revised Amalfi Plan and emailed it to its draftsperson who opened the revised Amalfi Plan on one screen of his computer while creating a CAD drawing for the Lesher Plan on the other screen; (c) Jewel Homes' proposal for construction identified the Leshers' home as a "modified Amalfi Plan"; (d) detailed affidavit from our and MAH's expert, Andrew Dohmen, identifying the protectable elements of the Amalfi Plan and comparing such elements to the Lesher Plan; and (e) detailed affidavit from Mario Vitorino, our lead designer, detailing his creation of the Amalfi Plan. Despite the evidence submitted by us and MAH, on October 13, 2015, the lower court judge found that the Lesher Plan was not substantially similar to our copyrighted Amalfi Plan, and entered summary judgment in favor of the Defendants thereby finding no infringement. We and MAH exhausted all appellate rights but were unsuccessful. We, however, remain committed to the protection of all of our architectural plans.

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

During the term of the Franchise Agreement, you (if you are an individual), or your Building Company President must devote full time and best efforts to the management of the Business. Your Building Company President ("BCP") is the main individual responsible for your Business and thus becomes a prominent representative of the AR HOMES® brand in your Territory. Accordingly, you must obtain our written approval of the qualifications of your BCP. During the term of the Franchise Agreement, if your BCP acts in a way that is detrimental to the brand, and if that action cannot be corrected, or is not corrected after we give you 30-days written notice of the detrimental action(s), we will provide a second written notice to you, after which you must engage a replacement Building Company President, approved by us, within 90 days. Your BCP may, but is not required to, own an interest in the franchise. Your BCP is required to live in your Territory, unless we waive the requirement in writing. In addition, you (or if you are a business entity, your owners), your Building Company President and each salesperson must complete our Training Program.

At our request, your personnel or agents who have received or will have access to our training and confidential information must sign confidentiality agreements in a form that we require. Furthermore, any outside CAD designer that you contract with must sign a confidentiality agreement in a form that we require.

If you are a business entity, we may require each of your owners to personally guaranty your obligations to us under the Franchise Agreement. These guarantees will be substantially in the form of the Principal Owner's Guaranty attached as Exhibit "G" to this disclosure document. The Principal Owner's Statement, attached as Exhibit "H" to this disclosure document, describes all of your owners and their interests in you. If your spouse or other family members are also owners of your business entity, they must also sign the Principal Owner's Guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale all products, and perform all services, that we authorize. You may not offer for sale or perform any services that we have not authorized. Our System Standards may regulate required or authorized products, product categories and supplies. These are described in our Manuals and other writings.

All Model Homes you build must meet our System Standards and Quality Standards for construction. All other homes you build must meet the Quality Standards exhibited in your Model Homes. The Quality Standards may regulate required or authorized products, product categories and supplies. Through the System Standards, we have the right to change the types of required and/or authorized products and services or the manufacturers, distributors, vendors or service providers of them from time to time.

We require you to open and operate each Model Home during the hours specified in the Required Operating Policies.

Your Business will be marketed on the website we maintain. You are not permitted to own a separate website related to your Business.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

	Provision	Section in Agreement	Summary
a.	Length of the franchise term	Franchise Agreement ("**FA**") Sections 2.57 & 3	Term is 10 years following the Effective Date of the Franchise Agreement.
b.	Renewal or extension of the term	None	
c.	Requirements for the franchisee to renew or extend	None	
d.	Termination by franchisee	FA Section 8	You do not have the right to terminate the Franchise Agreement for 2 years after the Effective Date of the Franchise Agreement. Thereafter, you may terminate the Franchise Agreement by giving us 6 months prior written notice.
e.	Termination by franchisor without cause	Not Applicable	We do not have the right to terminate the Franchise Agreement without cause.
f.	Termination by franchisor with cause	FA Section 7	We can terminate the Franchise Agreement with cause only if you commit an event of default.
g.	"Cause" defined – curable defaults	FA Section 7.1	30 days to cure: failure to strictly comply with quality standards; failure to pay us any amounts due or to reimburse us; failure to comply with any terms of the Franchise Agreement; undischarged final judgment of $5,000 outstanding against you for more than 30 days; assignment for the benefit of creditors; failure to pay any uncontested indebtedness beyond any applicable grace period or appeal period; undischarged mechanics judgment or tax lien; contest to the validity or enforceability of the Franchise Agreement; failure to maintain the required net worth; and failure to maintain a Model Home in your Territory. If any curable default cannot reasonably be cured within the 30-day period, we may extend the cure period for 60 days.
h.	"Cause" defined – non-curable defaults	FA Section 7.2	Non-curable defaults include: you have received 2 default notices during the Term; material misrepresentation or omission; any required

	Provision	Section in Agreement	Summary
			operating licenses are suspended or revoked; a court of proper jurisdiction declares invalid or unenforceable any part of the Franchise Agreement relating to either the payment of fees or the preservation of the Marks; unauthorized transfer; receiver appointed for more than 30 days; file petition in voluntary bankruptcy; or you have been indicted by a grand jury, or convicted by a trial court of or plead or have pleaded no contest, or guilty, to a felony or other crime of offense likely to adversely reflect your reputation, our reputation or the reputation of another Franchisee.
i.	Franchisee's obligations on termination/non-renewal	FA Section 9	You must pay us any amounts due to us, cease use and return all confidential information, Copyrights, Plans, Marks, Systems and the use of software licenses; completely de-identify from us; complete all single family Residential Products and honor all customer warranties; grant us the option to purchase any of your Model Homes at initial paid cost and the displays and furnishings at book value; and comply with confidentiality requirements and post-term restrictive covenants. (See r below)
j.	Assignment of contract by franchisor	FA Section 11.1	No restriction on our right to assign.
k.	"Transfer" by franchisee - defined	FA Section 11.2	Includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in your franchise agreement; (b) you; or (c) the AR Homes® Franchise. An assignment, sale, gift or other disposition includes the following events: (a) transfer of a controlling interest in you or transfer of ten percent (10%) or more of ownership or beneficial interests in you; (b) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you; (c) any issuance or sale of your stock or any security convertible to your stock; (d) transfer of an interest in you, your franchise agreement or the AR Homes® Franchise in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law; (e) sale of all or substantially all of your assets; (f) transfer of an interest in you, your franchise agreement or the AR Homes® Franchise, in the event of your death or the death of one of your owners, by will, declaration of or transfer in

	Provision	Section in Agreement	Summary
			trust or under the laws of intestate succession; or (g) pledge of your franchise agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the AR Homes® Franchise or your transfer, surrender or loss of possession, control or management of the AR Homes® Franchise.
l.	Franchisor's approval of transfer by franchisee	FA Section 11.3	We have the right to approve all transfers.
m.	Conditions for franchisor approval of transfer	FA Section 11.3	You are in full compliance with your franchise agreement; the transferee has sufficient business experience, aptitude and financial resources to operate the AR Homes® Franchise; you have paid all Royalty, amounts owed for purchases from us and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements; the transferee (or its owners) have agreed to complete our standard training program, at their expense; the transferee has agreed to be bound by all of the terms and conditions of your franchise agreement; the transferee has entered into our then-current form of Franchise Agreement for a term ending on the expiration date of your franchise agreement and requiring no initial franchise fee; the transferee agrees to upgrade the Model Home to conform to our then-current standards and specifications; you or the transferee pay us a transfer fee; you (and your transferring owners) have signed a general release; we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Franchise; if you or your owners finance any part of the sale price of the transferred interest, all of the transferee's obligations pursuant to any promissory notes, agreements or security interests in the AR Homes® Franchise are subordinate to the transferee's obligation to pay Royalties and other amounts due to us and otherwise to comply with this Agreement; you and your transferring owners (and your and your owners' spouses and children) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement; and you and your transferring owners

	Provision	Section in Agreement	Summary
			have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other AR Homes® Franchises you own and operate) identify yourself or themselves or any business as a current or former AR Homes® franchisee, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of an AR Homes® Franchise in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.
n.	Franchisor's right of first refusal to acquire franchisee's business	FA Section 11.8	Upon your receipt of a bonifide offer to purchase an interest in the AR Homes® Franchise, we have the right to purchase such interest for the price and on the terms and conditions contained in the offer.
o.	Franchisor's option to purchase franchisee's business	None	None
p.	Death or disability of franchisee	FA Sections 11.5 and 11.6	The AR Homes® Franchise or an ownership interest in you must be assigned to an approved buyer within the time we designate (not less than 1 nor more than 3 months) and must be run by an approved manager during the period prior to the assignment.
q.	Non-competition covenants during the term of the franchise	FA Section 10.1	Without our permission, no interest in any "competitive business."
r.	Non-competition covenants after the franchise is terminated or expires	FA Sections 9.9 & 10.2	You must not operate or market a homebuilding business from a home constructed during the term of the Franchise Agreement or utilizing a Plan (or drawing) belonging to us. For 12 months, you must not recruit or hire any employee of ours, our affiliates or our franchisees until the expiration of months after he or she has left employment with us, our affiliates or our franchisees.
s.	Modification of the Agreement	FA Section 24	No modification except by written agreement.
t.	Integration/merger clause	FA Section 24	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside of the disclosure document and franchise agreement may not be enforceable.

	Provision	Section in Agreement	Summary
u.	Dispute resolution by arbitration or mediation	None	None
v.	Choice of forum	FA Section 19	All litigation must take place in Pinellas County, Florida (subject to applicable state law).
w.	Choice of law	FA Section 18	Florida law (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the franchise.

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 performance at a particular location or under particular circumstances.

We compiled these figures for 29 of the 41 existing, active franchised AR Homes® Building Companies that closed a home in 2023 and have reported their full year financial results to us through ARIS. We obtained these financial results from the information provided by our franchisees through ARIS, our software management information system ─as reported by the franchised Building Company. As of the issuance date, there are 12 franchised Building Companies that have either not closed a home in 2023 or not reported their full year financial results to us through ARIS, so they have been excluded from the results.

The table below shows the Closing Revenue, Gross Profit, Adjusted Net Income and percentage of Closing Revenue results for 29 franchises in 2023 in various statistical categories:

2023 Calendar Year	High	Low	Average	Median	# and % Exceeded Average
Closing Revenue (1)	$51,263,399	$1,267,214	$19,790,221	$18,125,591	9 of 29 / 31.0%
Gross Profit / % of Closing Revenue (2)	$12,265,251 / 23.9%	$258,525 / 20.4%	$2,938,578 / 14.8%	$2,237,139 / 12.3%	9 of 29 / 31.0%
Adj. Net Income / % of Closing Revenue (3)	$8,083,158 / 15.8%	($357,291)/ (28.2%)	$1,121,735 / 5.7%	$486,453 / 2.7%	9 of 29 / 31.0%

Notes to Table

(1) Annual Closing Revenues are the total revenues received from the sale of homes at closings completed during the reporting period.

(2) Gross Profit equals Closing Revenues less certain variable expenses. These expenses include, but are not limited to home construction costs, sales commissions and franchise Royalties incurred by the franchised Building Company.

(3) Adjusted Net Income consists of the Net Income reported to us plus the amount of compensation paid to the franchised Building Company owners (including salaries and benefits) reported to us but may not include other owner benefits.

All AR Homes® Businesses offer substantially the same homebuilding construction and services to the public.

Some outlets have sold and earned these amounts. Your individual results may differ. There is no assurance you'll sell or earn as much.

Neither we nor an independent certified public accountant has independently audited or verified the information.

We have written substantiation in our possession to support the information appearing in this financial performance representation. Written substantiation will be made available to you upon reasonable request.

Other than the foregoing information, 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 our Chief Executive Officer, Donald L. Whetro, at 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410 and (727) 536-5900 ext. 304, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years ended December 31, 2021, 2022 and 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	46	42	-4
	2022	42	46	+4
	2023	46	42	-4
Company - Owned	2020	0	0	0
	2021	0	0	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2022	0	0	0
Total Outlets	**2021**	**46**	**42**	**-4**
	2022	**42**	**46**	**+4**
	2023	**46**	**42**	**-4**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years ended December 31, 2021, 2022 and 2023

State	Year	Number of Transfers
Alabama	2021	0
	2022	0
	2023	0
Florida	2021	0
	2022	0
	2023	0
Georgia	2021	0
	2022	0
	2023	0
Indiana	2021	0
	2022	0
	2023	0
North Carolina	2021	0
	2022	0
	2023	0
Ohio	2021	0
	2022	0
	2023	0
South Carolina	2021	0
	2022	0
	2023	0
Tennessee	2021	0
	2022	0
	2023	0
Texas	2021	0
	2022	0
	2023	0

State	Year	Number of Transfers
Virginia	2021	0
	2022	0
	2023	0
Total	**2021**	**0**
	2022	**0**
	2023	**0**

Table No. 3
Status of Franchised Outlets
For years ended December 31, 2021, 2022 and 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
Alabama	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	2021	20	0	0	0	0	1	19
	2022	19	1	0	0	0	0	20
	2023	20	0	1	0	0	0	19
Georgia	2021	2	1	1	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Indiana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
North Carolina	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	1	6
	2023	6	0	0	0	0	0	6
Ohio	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
South Carolina	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Tennessee	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	1	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
Texas	2021	4	0	0	0	0	3	1
	2022	1	3	0	0	0	0	4
	2023	4	0	1	0	0	0	3
Virginia	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	1	0	0	0	1
Total	**2021**	**46**	**1**	**1**	**0**	**0**	**4**	**42**
	2022	**42**	**5**	**0**	**0**	**0**	**1**	**46**
	2023	**46**	**1**	**5**	**0**	**0**	**0**	**42**

Table No. 4
Status of Company-Owned Outlets
For years ended December 31, 2021, 2022 and 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired by Franchisor	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
Florida	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	**2021**	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as Of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2023)	Projected New Company - Owned Outlets in the Next Fiscal Year (2023)
Alabama	0	0	0
Florida	0	1	0
Georgia	0	1	0
Indiana	0	0	0
North Carolina	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2023)	Projected New Company - Owned Outlets in the Next Fiscal Year (2023)
Ohio	0	0	0
South Carolina	0	0	0
Tennessee	0	0	0
Texas	0	1	0
Virginia	0	0	0
Total	**0**	**3**	**0**

The name, business address, and business telephone number of each current franchisee as of December 31, 2023 are listed on Exhibit "I" to this disclosure document.

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of 6 franchisees who have had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the 12-month period ending December 31, 2023, or has not communicated with us within 10 weeks of the date of the disclosure document issuance date are listed on Exhibit "J" to this disclosure document.

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

As of the date of this disclosure document, we are not offering any existing company-owned outlets to prospective franchisees, including those that we have reacquired from a franchisee. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

As of the date of this disclosure document, we have no current or former franchisees who have signed provisions during the last three fiscal years restricting their ability to speak openly to you about their experience with the our franchise system.

As of the date of this disclosure document, there are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit "A" are our audited financial statements from the years ending December 31, 2021, 2022 and 2023. Also attached as Exhibit "A" are our unaudited Balance Sheet and Statement of Income as of March 31, 2024. .

ITEM 22
CONTRACTS

Attached to this disclosure document are the following contracts and their attachments:

1.	Franchise Agreement	Exhibit B
2.	Authorization Agreement for ACH Direct Deposit/Withdrawals	Exhibit C
3.	Assignment and Assumption of Franchise and License Agreement and Consent to Assignment	Exhibit D
4.	UCC Financing Statements	Exhibit E
5.	Confidentiality Agreement	Exhibit F
6.	Principal Owner's Guaranty	Exhibit G
7.	Principal Owner's Statement	Exhibit H
8.	Franchise Compliance Certification	Exhibit M
9.	Home Financing Documents	Exhibit N-1
10.	Model Home Furnishing Financing Documents	Exhibit N-2

ITEM 23
RECEIPTS

You will find 2 copies of a detachable Receipt in Exhibit "S" at the end of this disclosure document. One receipt must be signed, dated and delivered to us. The other receipt should be retained for your records.

EXHIBIT A
TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

AR Franchising, Inc. and Subsidiaries

Independent Auditor's Report and Consolidated Financial Statements

December 31, 2023 and 2022

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Independent Auditor's Report

Shareholders
AR Franchising, Inc. and Subsidiaries
Clearwater, Florida

Opinion

We have audited the consolidated financial statements of AR Franchising, Inc. (a Florida Corporation) and Subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations, changes in shareholders' equity (deficit) and cash flows for the years ended December 31, 2023 and 2022, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of their operations and their 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 Consolidated 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.

Prior Period Financial Statements

The consolidated financial statements of the Company as of and for the year ended December 31, 2021 were audited by other auditors whose report dated April 28, 2022, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 after the date that the consolidated financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated 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 AR Franchising, Inc. and Subsidiaries' 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 consolidated financial statements;
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about AR Franchising, Inc. and Subsidiaries' 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.

FORVIS, LLP

April 19, 2024
Jacksonville, Florida

AR Franchising, Inc. and Subsidiaries
Consolidated Balance Sheets
December 31, 2023 and 2022

	2023	2022
ASSETS		
Current Assets		
Cash and cash equivalents	$ 3,092,518	$ 948,481
Restricted cash	31,730	32,507
Receivable from franchises, net	1,774,297	1,243,570
Notes receivable from franchises, net - current	1,629,788	3,747,108
Interior design installation in progress	869,348	1,563,772
Prepaid expenses and other assets	1,175,124	1,072,037
Total current assets	8,572,805	8,607,475
Property and equipment, net	3,169,683	3,459,926
Notes receivable from franchises, net less current	2,187,293	1,315,576
Lease right-of-use assets	3,253,107	187,922
Total assets	$ 17,182,888	$ 13,570,899
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities	$ 1,969,249	$ 2,333,332
Franchise and customer deposits	1,432,083	730,994
Lease liabilities, current portion	260,107	183,545
Notes payable, current portion	1,834,532	3,796,881
Total current liabilities	5,495,971	7,044,752
Lease liabilities, less current portion	3,198,457	12,764
Notes payable, less current portion	4,155,118	8,464,232
Total liabilities	12,849,546	15,521,748
Shareholders' Equity (Deficit)		
Common Stock, no par value, stated at $.10 per share, 1,000,000 shares authorized, issued and outstanding	100,000	100,000
Additional paid-in capital	1,020,525	1,124,800
Retained earnings	13,932,198	8,373,276
Unearned ESOP shares	(10,719,381)	(11,548,925)
Total shareholders' equity (deficit)	4,333,342	(1,950,849)
Total liabilities and shareholders' equity (deficit)	$ 17,182,888	$ 13,570,899

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Revenues			
Franchise and license fees	$ 26,567,114	$ 24,308,693	$ 16,200,124
Interior design services and merchandise sales	4,550,318	3,797,052	2,050,443
Home and lot sales	-	-	190,000
Residential design fees	1,711,401	2,530,847	3,071,473
Vendor subsidiaries	1,195,930	792,075	813,513
Rental and other income	306,857	296,484	274,036
Interest income	558,048	495,914	265,755
	34,889,668	32,221,065	22,865,344
Expenses			
Advertising, residential design, and other franchising support services	12,162,708	12,225,593	11,863,062
Cost of providing interior design services and merchandise sales	5,301,515	4,043,214	2,725,633
Cost of home and lot sales	-	-	162,557
General and administrative expenses	6,362,787	5,250,549	3,482,545
Interest expense	744,847	132,644	327
	24,571,857	21,652,000	18,234,124
Other Income			
Employee retention credit	1,705,414	-	-
Paycheck Protection Program loan forgiveness	-	-	1,928,688
Net Income	$ 12,023,225	$ 10,569,065	$ 6,559,908

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Changes in Shareholders' Equity (Deficit)
Years Ended December 31, 2023, 2022, and 2021

	Common Stock		Additional Paid in	Retained	Unearned ESOP	Total Shareholders
	Shares	Amount	Capital	Earnings	Shares	Equity (Deficit)
Balance, December 31, 2020	1,000,000	$ 100,000	$ 1,154,073	$ 4,337,228	$ -	$ 5,591,301
Net Income	-	-	-	6,559,908	-	6,559,908
Distributions	-	-	-	(5,444,682)	-	(5,444,682)
Balance, December 31, 2021	1,000,000	100,000	1,154,073	5,452,454	-	6,706,527
Issuance of unearned ESOP shares	-	-	-	-	(11,887,034)	(11,887,034)
ESOP shares released	-	-	(29,273)	-	338,109	308,836
Net Income	-	-	-	10,569,065	-	10,569,065
Distributions	-	-	-	(7,648,243)	-	(7,648,243)
Balance, December 31, 2022	1,000,000	100,000	1,124,800	8,373,276	(11,548,925)	(1,950,849)
ESOP shares released	-	-	(104,275)	-	829,544	725,269
Net Income	-	-	-	12,023,225	-	12,023,225
Distributions	-	-	-	(6,464,303)	-	(6,464,303)
Balance, December 31, 2023	1,000,000	$ 100,000	$ 1,020,525	$ 13,932,198	$ (10,719,381)	$ 4,333,342

See Notes to Consolidated Financial Statements

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Operating Activities			
Net Income	$ 12,023,225	$ 10,569,065	$ 6,559,908
Items not requiring (providing) cash			
Depreciation and amortization	785,629	868,188	853,152
Change in allowance for credit losses	372,958	4	(88,666)
Loss on disposal of property and equipment	894,286	-	4,561
Paycheck Protection Program loan forgiveness	-	-	(1,928,688)
Noncash lease expense	357,891	161,311	-
Compensation costs related to ESOP	725,269	308,836	-
Changes in			
Receivables from franchises, net	(903,685)	62,694	389,014
Developed homesites, completed homes, furnishings, and homes under construction	-	-	151,385
Interior design installation in progress	694,424	(1,109,944)	(258,098)
Prepaid expenses and other assets	(103,087)	(683,485)	326,256
Accounts payable and accrued liabilities	(364,083)	(1,350,837)	(669,966)
Franchise and customer deposits	701,089	(20,355)	418,102
Lease liabilities	(160,821)	(152,924)	-
Net cash provided by operating activities	15,023,095	8,652,553	5,756,960
Investing Activities			
Purchase of property and equipment	(1,389,672)	(2,405,636)	(1,345,642)
Payments received on notes receivable from franchises	2,226,759	107,421	2,662,895
Advances on notes receivable from franchises	(981,156)	(2,832,023)	(2,562,800)
Net cash used by investing activities	(144,069)	(5,130,238)	(1,245,547)
Financing Activities			
Net borrowings (payments) on debt obligations	(6,271,463)	68,893	305,186
Distributions to shareholders	(6,464,303)	(7,648,243)	(5,133,806)
Net cash used by financing activities	(12,735,766)	(7,579,350)	(4,828,620)
Increase (Decrease) in Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents	2,143,260	(4,057,035)	(317,207)
Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents, Beginning of Year	980,988	5,038,023	5,355,230
Cash and cash equivalents	3,092,518	948,481	5,005,325
Cash, restricted	31,730	32,507	32,698
Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents, End of Year	$ 3,124,248	$ 980,988	$ 5,038,023

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2023, 2022, and 2021

(Continued)

	2023	2022	2021
Supplemental Cash Flows Information			
Interest paid	$ 744,847	$ 132,644	$ 327
Accrued distributions	$ -	$ -	$ 1,500,000
Noncash items related to other comprehensive income			
Lease liabilities arising from obtaining right-of-use assets	$ 3,423,076	$ 347,396	$ -
Issuance of unearned ESOP shares	$ -	$ 11,887,034	$ -

Note 1. Organization and Significant Accounting Policies

Description of the Business

AR Franchising, Inc. ("ARF") is a franchisor of residential home building companies (the "Franchises" or "Franchisees") engaged in the sale and construction of high quality, single- family homes primarily in the midwestern and southeastern United States. ARF provides its trade name, residential designs, computer software, computer network (including hosting capabilities), purchasing information, volume purchasing arrangements and marketing programs and services to the Franchises. In addition, ARF offers interior design services to the Franchises and their customers.

ARF owns 100% of the outstanding membership interests of ARH Models, LLC and ARH Financial, LLC (collectively "AR Models"). AR Models builds, leases and sells model homes for franchisees of ARF. The accounts and results of operations for AR Models are included in the accompanying consolidated financial statements. In 2019, ARH Models stopped building model homes and transitioned into financing franchisee's home construction. In conjunction with transition in the business model, the Company began liquidation of all model homes and land. As of December 31, 2021, the Company no longer owned any model homes or land parcels.

Corial Homes, Inc. ("Corial") is a franchisor of moderately priced homes and is wholly owned by ARF. The accounts and results of operations are included in the accompanying consolidated financial statements.

ARIS Partners, LLC ("ARIS") is wholly owned by ARF. ARIS was established to license internally developed business systems, including software, to existing homebuilding companies that do not want to purchase a more restricted and inclusive franchise agreement from ARF. The accounts and results of operations are included in the accompanying consolidated financial statements.

Effective January 1, 2020, all of the shareholders of AR Franchising, Inc., and its wholly owned subsidiaries discussed above, contributed all outstanding shares to AR Family Holdings, LLC, a Florida limited liability company.

Principles of Consolidation

The consolidated financial statements are comprised of the accounts of ARF, ARIS, Corial, and AR Models. Collectively, these entities are referred to as the "Company".

All significant intercompany balances and transactions have been eliminated in consolidation.

In accordance with the provisions of Accounting Standards Codification ("ASC") Topic 810, the Company completes a review of potential variable interest entities ("VIEs") and assesses whether it is the primary beneficiary of any potential VIEs. Based on this review and assessment as of December 31, 2023 and 2022, the Company determined that there are no separate entities in which the Company has ownership interest or is deemed to control, or for which it is the primary beneficiary. See further information in Note 12.

Franchise Operations

The Franchise network consists of 42 Franchises as of December 31, 2023, 46 Franchises as of December 31, 2022, and 42 Franchises as of December 31, 2021. At December 31, 2023, 2022, and 2021, no Franchises have additional rights to use the "Corial by Arthur Rutenberg" brand and trademark.

In addition, the ARIS licensing network consists of six licensees as of December 31, 2023 and 2022.

Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid financial instruments with original maturities of three months or less.

Restricted Cash

Restricted cash consists of funds collected from Franchises for estimated premiums payable under a Company-sponsored insurance policy.

Receivable from Franchises

Receivables from Franchises consist primarily of amounts due from the Franchises for custom residential design and interior design services. Accounts receivable from customers and vendors consist primarily of amounts due from customers for interior design services and from vendors for coop advertising expenses.

The allowance for doubtful accounts is an estimate calculated based on an analysis of current business and economic risks, customer and Franchise credit-worthiness, specific identifiable risks, or other factors that may indicate a potential loss. The allowance is reviewed on a regular basis to ensure that it adequately provides for all reasonably expected losses in the receivable balances. As of December 31, 2023 and 2022, the Company's allowance for credit losses amounted to approximately $151,000 and $524,000, respectively.

Developed Homesites

Developed homesites represents lots held for future home construction and is stated at cost unless the carrying value is determined to not be recoverable, in which case the affected lots are written down to net realizable value. Costs include the lot acquisition and development cost.

Interior Design Installation in Process

Interior design installation in process is stated at the lower of cost or net realizable value and consists primarily of direct material costs related to the Company's interior design services and sales of furniture and accessories to furnish model homes and homes being constructed by franchise customers.

Internally Developed Software

Application development stage costs and upgrade and enhancement costs for significant internally developed software projects are capitalized and amortized over 3 years as part of computer equipment and software and are included in property and equipment in the accompanying consolidated balance sheets.

Revenue Recognition

The Company applies the provisions of ASC Topic 606, Revenue from Contracts with Customers (ASC 606). This standard requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company has evaluated each of the five steps in ASC 606, which are as follows: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to the performance obligations; and (5) Recognize revenue when (or as) performance obligations are satisfied.

Franchise Revenues

Franchise revenues include two performance obligations. The first performance obligation is the initial training and onboarding of new franchises, which includes all of the activities that enable franchisees to operate the franchises. These activities are fundamental to operating in the homebuilding industry and are thus not specific to the Company. Initial franchise fees are fixed and recognized ratably over the period of onboarding and training (typically 3 to 6 months), as the customer simultaneously receives the benefit as the Company performs the service. The second performance obligation entails providing a license to access ARF's intellectual property during the term of the franchise agreement. This license includes the brand name, product manuals, computer systems, marketing programs and services, and vendor purchase programs. License revenue consists of a sales-based royalty recognized monthly over the term of the franchise agreement (typically 10 years). Some contracts may include a financing component; however, the overall impact to the financial statements is deemed immaterial. Intercompany revenues and costs are eliminated in consolidation. Incremental costs to obtain contracts include primarily commissions which are capitalized and amortized over the average franchise life (typically 10 years).

Interior Design Services and Merchandise Sales

Interior design services and merchandise sales contain two performance obligations. The first performance obligation is the preparation and delivery of an interior design plan and revenue is recognized upon presentation and delivery of the design plan, which is when the Company transfers control of the asset to the customer. The second performance obligation is the installation of the interior design materials, for which revenue is recognized over time, given that the Company's performance results in an asset for which it has no alternative use, and the Company is entitled to payment for performance completed to date. The Company measures progress toward complete satisfaction of this performance obligation using a cost-to-cost method. Intercompany revenues and costs are eliminated in consolidation. Fees in contracts for interior design and merchandise sales are typically fixed. In addition, the Company has elected to exclude taxes collected on behalf of third parties from the transaction price.

Home and Lot Sales

Sales of land and completed homes contain a single performance obligation and revenue is recognized at a single point in time upon the completion of a real estate closing, which is when control of the asset is transferred to the customer. Fees in real estate contracts are typically fixed. In addition, the Company has elected to exclude taxes collected on behalf of third parties from the transaction price. Incremental costs to obtain contracts include primarily commissions which are expensed as incurred.

Residential Design Fees

Residential design services represent one performance obligation which is the design and delivery of a personalized floor plan or set of working drawings. Revenue is recognized over the period of performance based on labor hours incurred. Fees for these services are typically variable; however, given the short duration of the contract, variability is typically settled within a short period of time. Intercompany revenues and costs are eliminated in consolidation.

Interest Income

ARF earns interest income over time based on stated interest rates on notes receivable issued to franchises. AR Models earns interest income from franchises at stated rates in proportion to its funding of lot acquisitions and construction reimbursements through the commencement dates of its model home leases. From time to time, AR Models will purchase a lot and build an inventory home. In this situation, AR Models earns interest income over time from the franchise at a stated rate in proportion to its lot purchase and construction reimbursements through the time the inventory home is sold to a third-party customer.

Advertising, Residential Design, and Other Franchise Support Services

The Company supplies the Franchises with various services, including advertising and sales support, residential design, data processing, and purchasing information support. Costs associated with providing these services are reported as expenses in the accompanying consolidated statements of operations. Advertising costs are expensed as incurred.

Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, corporations are not required to pay federal or Florida state corporate income taxes on their taxable income. Instead, the shareholders are taxed on the taxable income of the Company. The tax returns and the amount of distributable income or loss are subject to examination by federal and state taxing authorities. If such examinations result in changes to distributable income or loss, the tax liability of the shareholders would be changed accordingly.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by management in preparing the accompanying consolidated financial statements include allowances for receivables from Franchises and notes receivable, impairment of developed homesites, completed homes, furnishings and homes under construction and useful lives for property and equipment including internally developed software. Actual results could differ from those estimates.

Leases

The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of ROU assets and lease liabilities on the consolidated balance sheet. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

The Company combines lease and nonlease components, such as common area and other maintenance costs, in calculating the ROU assets and lease liabilities for its office buildings and vehicles.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The Company has made a policy election to use a risk-free rate (the rate of a zero-coupon U.S. Treasury instrument) for the initial and subsequent measurement of all lease liabilities. The risk-free rate is determined using a period comparable with the lease term.

The lease term may include options to extend or to terminate the lease that the Company is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term.

The Company has elected not to record leases with an initial term of 12 months or less on the consolidated balance sheets. Lease expense on such leases is recognized on a straight-line basis over the lease term.

The Company has determined that it has no finance lease arrangements at December 31, 2023 and 2022.

Allowance for Credit Losses

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model.

Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 were trade accounts receivable.

The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the consolidated financial statements and primarily resulted in enhanced disclosures only.

Note 2. Receivables and Concentration of Credit Risk

Receivables

Receivables consist of the following at December 31:

	2023	2022
Franchise fees due from Franchises	$ 79,134	$ 477,108
Other receivables due from Franchises	1,256,005	1,076,171
Accounts receivable from customers and vendors	590,381	214,472
	1,925,520	1,767,751
Allowance for credit losses	(151,223)	(524,181)
	$ 1,774,297	$ 1,243,570

Credit loss expense (recovery) for the years ended December 31, 2023, 2022, and 2021 was $66,664, $(4), and $83,500.

Concentration of Credit and Market Risk

The Company is a franchisor of residential real estate companies engaged in the sale and construction of single-family homes. As such, the Company grants credit to Franchises, which operate in the states of Florida, North Carolina, South Carolina, Tennessee, Ohio, Georgia, Alabama, Virginia, Kentucky, Texas, and Indiana.

The Company is exposed to the risks generally associated with the commercial real estate market. The market values of commercial real estate are subject to volatility and may be affected adversely by a number of factors, including, but not limited to, national, regional and local economic conditions.

The Company maintains cash deposits with financial institutions that, at times, may exceed federally insured limits.

Note 3. Impairment of Long-Lived Assets

The Company performs a review of its long-lived assets including real property (developed homesites) and internally developed software to determine the existence of any impairments. At December 31, 2023 and 2022, management assessed the recoverability of the carrying value of this real property based on subsequent arms-length sales, recent third-party appraisals and (or) recent comparable market data. At December 31, 2023 and 2022,

management assessed the recoverability of the internally developed software based on expected future cash flows and technological feasibility. No impairment charges are recorded in the accompanying consolidated financial statements for the years ended December 31, 2023, 2022, and 2021.

Note 4. Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization is provided using straight-line methods over the shorter of the estimated useful lives of the assets or the term of the lease, which range from 3 to 10 years. Property and equipment at December 31 consists of the following:

	2023	2022
Computer equipment and software	$ 9,077,507	$ 10,597,323
Furniture and fixtures	358,165	699,585
Leasehold improvements	1,357,516	741,312
Construction in process	-	1,386,842
	10,793,188	13,425,062
Accumulated depreciation and amortization	(7,623,505)	(9,965,136)
	$ 3,169,683	$ 3,459,926

Depreciation and amortization expense were approximately $785,000, $868,000, and $853,000 for the years ended December 31, 2023, 2022, and 2021, respectively.

Note 5. Notes Receivable from Franchises

Notes receivable from Franchises consist of the following as of December 31:

	2023	2022
Note receivable line of credit from a Franchise, bearing 0% interest. Franchise to repay Company at 150% of monies advanced by Company between July 2015 and October 2015. Note matures on October 12, 2025. Note was fully allowed for during 2018.	$ -	$ 29,944
Note receivable line of credit from a Franchise, bearing 0% interest. Franchise to repay Company at 150% of monies advanced by Company between July 2017 and May 2019. Note matures on December 28, 2026.	15,565	15,565
Note receivable line of credit from a Franchise, bearing 0% interest. Franchise to repay Company at 150% of monies advanced by Company between December 2020 and November 2022. Note matures on December 3, 2030.	179,894	232,134
Notes receivable from multiple Franchises, bearing interest at 16%. Notes are secured by personal property with interest only payments due monthly through maturity date. All principal and outstanding interest due on maturity dates ranging from May 2024 to May 2025.	3,353,009	3,207,750

	2023	2022
Notes receivable from multiple Franchises, bearing interest at 12%. Note is secured by personal property with monthly payments of principal and interest continuing through maturity date of September 2027 and November 2027.	268,613	136,836
Note receivable from Franchisee, bearing interest at 8.49%. Note secured by personal property with interest only payments due monthly through maturity date of June 2023.	-	1,470,399
	3,817,081	5,092,628
Current portion of notes receivable from Franchises	(1,629,788)	(3,747,108)
Allowance for credit losses	-	(29,944)
	$ 2,187,293	$ 1,315,576

Future minimum principal payments under notes receivable from Franchises are as follows at December 31:

2024	$ 1,629,788
2025	1,981,733
2026	121,474
2027	84,086
	$ 3,817,081

The Company had no write-offs of notes receivable during 2023, 2022, and 2021. The Company did not recover any previously reserved amounts in 2023, 2022, and 2021.

Note 6. Paycheck Protection Program Loan

The Company applied for and received a forgivable Paycheck Protection Program ("PPP") Loan of $1,915,203 as provided under the Federal Coronavirus Aid, Relief and Economic Security ("CARES") Act. The Loan, which was in the form of a Note dated April 18, 2020, matures on or about February 22, 2022 and bears interest at a rate of 1% per annum. The note may be prepaid at any time prior to maturity with no repayment penalties. Funds from the Loan may only be used for payroll costs, rent, utilities, and certain interest on other debt obligations. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act. The Company received full forgiveness from the SBA during April 2021 and recognized a gain of $1,928,688 in the consolidated statement of operations for the year ended December 31, 2021.

Note 7. Revolving Lines of Credit

During November 2022, the Company entered into a $2,500,000 revolving line of credit agreement with a financial institution. The agreement requires monthly interest payments at an applicable rate based on the SOFR reference rate plus an applicable margin determined by the Company's senior leverage ratio. The interest rate at December 31, 2023 and 2022 including the applicable margin was 8.1% and 7.05%, respectively. The revolving line of credit matures on November 30, 2027. The revolving line of credit requires the Company to meet certain financial covenants and comply with customary affirmative and negative covenants. As of December 31, 2023 and 2022, the Company was in compliance with these covenants and with no outstanding balance.

During May 2021, the Company entered into a $3,000,000 revolving line of credit agreement with a financial institution. The agreement required monthly interest payments at a variable rate of prime rate plus .5% (3.75% as of December 31, 2021). The revolving line of credit matures on May 28, 2024, however, the Company closed this revolving line of credit in 2022. As of December 31, 2022, and 2021, the outstanding balance was $0, and $14,724, respectively.

Note 8. Long-Term Debt

During November 2022, the Company entered into a term loan agreement with a financial institution. The principal amount of the note is approximately $12,000,000 and matures in November 2027. The agreement requires quarterly principal payments of $428,571. Interest is calculated using the SOFR reference rate plus an applicable margin determined by the Company's senior leverage ratio. The interest rate as of December 31, 2023 and 2022, including the applicable margin was 8.10%, and 7.05%, respectively. The amount outstanding on the note payable as of December 31, 2023 and 2022 was $5,989,650 and $11,300,000, respectively. The term loan requires the Company to meet certain financial covenants and comply with customary affirmative and negative covenants. As of December 31, 2023 and 2022, the Company was in compliance with these covenants.

The term loan agreement also has an excess cash flow prepayment requirement whereas the Company shall prepay principal in addition to the scheduled quarterly principal payments. The additional principal payments are equal to a percentage of excess cash flows of the Company determined on a quarterly basis.

During June 2021, the Company entered into a participation purchase and sale agreement with an unrelated third party for the sale of a financial asset, note receivable from a Franchisee, in the amount of approximately $961,000. The principal amount of the note was approximately $2,131,000 and matured in June 2023. Interest was equal to 8.49%. The note was paid off in 2023. The amount outstanding on the note payable was $961,113 as of December 31, 2022, respectively. The note was secured by the note receivable from the franchisee.

Approximate future minimum principal payments are as follows for year ending December 31:

2024	$ 1,834,532
2025	1,971,568
2026	1,890,489
2027	293,061
	$ 5,989,650

Note 9. Commitments and Contingencies

Leases

Operating leases

The Company leases its office space, retail space for design centers, and warehouse space under operating leases with terms expiring in various years through October 2033. These leases generally contain renewal options for periods up to 5 years and require the Company to pay all executory costs (property taxes, maintenance and insurance). Lease payments have an escalating fee schedule, which range from a 0% to 3% increase each year. Termination of the leases is generally prohibited unless there is a violation under the lease agreement. The Company has no material related-party leases. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The lease expense and other required information are as follows for the years ended December 31:

	2023	2022
Lease expense		
Operating lease expense	$ 441,691	$ 163,576
Other information		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 244,620	$ 153,352
Right-of-use-assets obtained in exchange for new operating lease liabilities	$ 3,423,076	$ 347,396
Weighted-average remaining lease term in years for operating leases	9.80 years	1.10 years
Weighted-average discount rate for operating leases	3.59%	1.19%

Approximate future minimum rental payments are as follows for year ending December 31:

2024	$ 378,815
2025	376,988
2026	388,352
2027	400,084
2028	412,128
Thereafter	2,174,428
Total undiscounted cash flows	4,130,795
Present value discount	(672,231)
Total lease liability	$ 3,458,564

Rent expense was approximately $676,000 for the year ended December 31, 2021.

Construction Reserve

During June 2021, the Company entered into a note receivable agreement with a Franchisee for the construction of a model home. The principal amount of the note was approximately $2,131,000 with $200,000 paid at closing and $1,841,000 set up as a construction reserve for future draws by the Franchisee. During 2021, no additional draws were made on the note by the Franchisee. During 2022, the Franchisee drew an additional $1,180,000 on the construction reserve. During 2023, the full balance of the note receivable was paid off.

Note 10. Employee Retention Credit

In response to the economic impact of the COVID-19 pandemic, Congress introduced the Employee Retention Credit (ERC). The ERC is a refundable payroll tax credit available to taxpayers who experienced either a full or partial suspension of business operations or had a significant drop in gross receipts during 2020 and 2021. For 2020, the credit is computed at a rate of 50% of qualified wages paid, up to $10,000 per eligible employee in wages and healthcare, with a maximum credit in 2020 of $5,000 per eligible employee. For 2021, the credit is computed at a rate of 70% of qualified wages paid, up to $10,000 per eligible employee in wages and healthcare, per quarter, for a total of up to $21,000 per eligible employee for 2021.

The Company qualified for the ERC based on a reduction in gross receipts. The Company applied for the ERC in 2023 and elected to account for the ERC as a government grant by analogy to IAS 20, *Accounting for Government Grants and Disclosure of Government Assistance*. Under IAS 20, the ERC may be recognized once there is reasonable assurance that the Company will comply with the conditions attached to the ERC and the ERC will be received. During 2020-2022, the Company incurred qualifying wages and recognized $1,705,414 associated with the ERC as grant income in other income in the 2023 consolidated statements of operations.

Note 11. Related Party Transactions

Amounts reported in the 2023, 2022, and 2021 consolidated statements of operations include the following transactions with related parties:

	2023	2022	2021
Franchise fee income	$ 735,226	$ 605,868	$ 435,000
Interior design services and merchandise sales, net	$ 39,000	$ 18,000	$ 40,000

As of December 31, 2023 and 2022, approximately $17,000 and $26,000, respectively, due from related parties is included in receivables from Franchises, net. Also see related party receivables noted below in Note 12.

Note 12. Variable Interest Entities

During 2019, the Company instituted a program to assist the franchises with the financing related to the construction of new model homes that involves traditional construction-perm financing from a third-party lender. Under this program, the franchises create a special purpose limited liability company (“SP LLC”) for each model home project. The third-party lender provides between 70-80% of the financing and assumes a first mortgage and ARF provides the remaining (“Gap”) financing which is secured by the SP LLC’s member’s equity. The franchise owners of the SP LLC have all voting and control rights over the SP LLC including decision-making authority regarding location, design, furnishings, and sales negotiations with third-party buyers. In the case of an uncured default by the SP LLC on the provided loans, ARF has the right to appoint a new manager and assume the SP LLC’s member’s rights. Upon the sale of the model home to a third-party buyer, ARF is entitled to a 30% share in net profits, if any.

With respect to the Company’s involvement with SP LLC entities, the Company is required, under ASC Topic 810, to evaluate whether or not such entities require consolidation into the Company’s consolidated financial statements. The Company initially performs these evaluations when each new entity is created and upon any events that require reconsideration of the entity. In order to determine if the Company should consolidate an SP LLC, the Company determines if the SP LLC is a variable interest entity and if the Company is the primary beneficiary of the entity. To determine whether the Company is the primary beneficiary of an entity, the Company considers whether they have the ability to control the activities of the VIE that most significantly impact its economic performance. This analysis considers, among other things, whether they have: the ability to determine the budget and scope of construction of the model home; the ability to control financing decisions for the VIE; and the ability to determine the timeframe for sale and pricing of the model home. The Company has concluded that there are variable interests in the LLCs but as the Company does not have the ability to control such activities discussed above, they are not considered the primary beneficiary of the VIE. As of December 31, 2023 and 2022, the Company determined that no SP LLC in which they have variable interests met the requirements of a VIE for consolidation.

Amounts related to the Gap financing provided to these SP LLC entities totaled approximately $3,353,000 and $4,680,000 at December 31, 2023 and 2022, respectively, and are included in Notes receivable from Franchises, net in the accompanying consolidated balance sheets. The Company has also received interest prepayments required on the Gap financing to SP LLC entities. These interest prepayments received by the Company totaled approximately $143,000 and $243,000 at December 31, 2023 and 2022, respectively, and are included in Franchise and customer deposits in the accompanying consolidated balance sheets.

Note 13. Employee Benefit Plans

Employee Stock Ownership Plan

Effective January 1, 2022, the Company adopted the AR Family Holdings, LLC Employee Stock Ownership Plan (ESOP) to provide retirement and other benefits to substantially all persons employed by the Company and its subsidiaries not governed by the terms of a collective bargaining agreement or leased employee, who have met certain age and service requirements. The ESOP provides for discretionary contributions by the Company as determined annually by the Shareholders, up to the maximum amount permitted under the Internal Revenue Code.

On November 30, 2022, the Company and its existing shareholders entered into agreements to affect a transfer of ownership to the AR Family Holdings, LLC Employee Stock Ownership Plan. The Company redeemed 190,000 shares of non-voting stock, at $62.56 per share, from the non-ESOP shareholders for $11,887,034, which was funded through a bank loan for $12,000,000.

The ESOP Trust purchased the 190,000 treasury shares from the Company through the issuance of a note payable to the Company in the amount of $11,887,034. The loan is evidenced by a term note with interest payable at 3.92% and repayable in annual installments of combined principal and interest of $896,278. The loan is payable in full by December 31, 2041 and is collateralized by the 190,000 Company shares.

The Company accounts for the leveraged ESOP in accordance with the Accounting Standards Codification 718-40. Accordingly, the loan from the ESOP is reflected on the Company's financial statements as unearned ESOP shares, a contra-equity account for the shares pledged as collateral. As the debt is repaid, shares are released from collateral and the Company reports compensation expense equal to the current market price of the shares released by ESOP contributions. Dividends on allocated ESOP shares are recorded as a reduction of retained earnings; dividends on unallocated ESOP shares are recorded as a reduction of debt and accrued interest.

The amount contributed by the Company to the ESOP in 2023 and 2022 was $1,323,389 and $338,109, respectively, which was equal to the debt service. The Company recognized compensation expense based on the fair value of shares released in the amount of $725,269 and $308,836 for the years ended December 31, 2023 and 2022, respectively.

The ESOP shares were as follows as of December 31:

	2023	2022
Earned shares	17,351	5,404
Unearned shares	172,649	184,596
Total ESOP shares	190,000	190,000
Fair value of unearned shares	$ 9,785,745	$ 9,549,151

The Company has a repurchase obligation that requires it to repurchase its common stock from the ESOP for participants who are eligible to receive benefits under the terms of the plan and elect to receive cash in exchange for their common stock.

401(k) Plan

The Company sponsors a 401(k) plan for substantially all of its employees who meet the eligibility requirements, as defined in the plan. All contributions to the plan are made on a voluntary basis by plan participants. The Company contributed $222,169 to the plan for the year ended December 31, 2023. There were no Company contributions for the years ended December 31, 2022 and 2021.

Note 14. Subsequent Events

Subsequent events were evaluated through April 19, 2024, the date the consolidated financial statements were available to be issued, and determined there are no subsequent events to disclose or that require adjustment to the consolidated financial statements.

FORVIS™

AR Franchising, Inc. and Subsidiaries

Consolidated Financial Statements

December 31, 2022 and 2021

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Independent Auditor's Report

Shareholders of
AR Franchising, Inc. and Subsidiaries

Opinion
We have audited the consolidated financial statements of AR Franchising, Inc. (a Florida Corporation) and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2022, and the related consolidated statements of operations, changes in shareholders' equity (deficit) and cash flows for the year ended December 31, 2022 and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and the results of their operations and their cash flows for the year ended December 31, 2022 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 Consolidated 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.

Prior Period Financial Statements

The consolidated financial statements of the Company as of and for the years ended December 31, 2021 and 2020 were audited by other auditors whose report dated April 28, 2022, expressed an unmodified opinion on those statements.

Change of Accounting Principle
As discussed in Note 1 to the consolidated financial statements, the Company has changed their method of accounting for leases in accordance with Accounting Standards Codification ("ASC") Topic 842, Leases effective January 1, 2022. Our Opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 after the date that the consolidated financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated 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 AR Franchising, Inc. and Subsidiaries' 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 consolidated financial statements;
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about AR Franchising, Inc. and Subsidiaries' 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.

FORVIS, LLP

July 14, 2023
Jacksonville, FL

AR Franchising, Inc. and Subsidiaries
Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 948,481**	$ 5,005,325
Restricted cash	**32,507**	32,698
Receivable from franchises, net	**1,243,570**	1,306,268
Notes receivable from franchises, net - current	**3,747,108**	22,082
Interior design installation in progress	**1,563,772**	453,828
Prepaid expenses and other assets	**1,072,037**	388,552
Total current assets	**8,607,475**	7,208,753
Property and equipment, net	**3,459,926**	1,922,478
Notes receivable from franchises, net less current	**1,315,576**	2,316,000
Lease right-of-use assets	**187,922**	-
Total assets	**$ 13,570,899**	$ 11,447,231
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	**$ 2,333,332**	$ 3,684,169
Franchising and customer deposits	**730,994**	751,349
Lease liabilities, current portion	**183,545**	-
Notes payable, current portion	**3,796,881**	-
Total current liabilities	**7,044,752**	4,435,518
Revolving line of credit	**-**	14,724
Lease liabilities, less current portion	**12,764**	-
Notes payable, less current portion	**8,464,232**	290,462
Total liabilities	**15,521,748**	4,740,704
Shareholders' equity (deficit):		
Common Stock, no par value, stated at $.10 per share, 1,000,000 shares authorized, issued and outstanding	**100,000**	100,000
Additional paid-in capital	**1,124,800**	1,154,073
Retained earnings	**8,373,276**	5,452,454
Unearned ESOP shares	**(11,548,925)**	-
Total shareholders' equity (deficit)	**(1,950,849)**	6,706,527
Total liabilities and shareholders' equity (deficit)	**$ 13,570,899**	$ 11,447,231

See accompanying notes.

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Revenues:			
Franchise and license fees	**$ 24,308,693**	$ 16,200,124	$ 14,256,014
Interior design services and merchandise sales	**3,797,052**	2,050,443	5,117,727
Home and lot sales	**-**	190,000	12,941,284
Residential design fees	**2,530,847**	3,071,473	1,991,425
Vendor subsidiaries	**792,075**	813,513	830,784
Rental and other income	**296,484**	274,036	629,070
Interest income	**495,914**	265,755	538,035
Total revenues	**32,221,065**	22,865,344	36,304,339
Expenses:			
Advertising, architectural, and other franchising support services	**12,225,593**	11,863,062	11,148,785
Cost of providing interior design services and merchandise sales	**4,043,214**	2,725,633	5,109,605
Cost of home and lot sales	**-**	162,557	11,495,328
General and administrative expenses	**5,250,549**	3,482,545	4,644,178
Interest expense	**132,644**	327	128,475
Total expenses	**21,652,000**	18,234,124	32,526,371
Other income:			
Paycheck Protection Program loan forgiveness	**-**	1,928,688	-
Net Income	**$ 10,569,065**	$ 6,559,908	$ 3,777,968

See accompanying notes.

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Changes in Shareholders' Equity (Deficit)
Years Ended December 31, 2022, 2021, and 2020

	Common Stock		Additional	Retained	Unearned ESOP	Total Shareholders
	Shares	Amount	Paid in Capital	Earnings	Shares	Equity (Deficit)
Balance, December 31, 2019	1,000,000	$ 100,000	$ 1,154,073	$ 10,428,073	$ -	$ 11,682,146
Net Income	-	-	-	3,777,968	-	3,777,968
Distribution of ARH Aviation, LLC	-	-	-	(145,958)	-	(145,958)
Distributions	-	-	-	(9,722,855)	-	(9,722,855)
Balance, December 31, 2020	1,000,000	100,000	1,154,073	4,337,228	-	5,591,301
Net Income	-	-	-	6,559,908	-	6,559,908
Distributions	-	-	-	(5,444,682)	-	(5,444,682)
Balance, December 31, 2021	1,000,000	100,000	1,154,073	5,452,454	-	6,706,527
Issuance of unearned ESOP shares	-	-	-	-	(11,887,034)	(11,887,034)
ESOP shares released	-	-	(29,273)	-	338,109	308,836
Net Income	-	-	-	10,569,065	-	10,569,065
Distributions	-	-	-	(7,648,243)	-	(7,648,243)
Balance, December 31, 2022	1,000,000	$ 100,000	$ 1,124,800	$ 8,373,276	$ (11,548,925)	$ (1,950,849)

See accompanying notes.

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net Income	**$ 10,569,065**	$ 6,559,908	$ 3,777,968
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	**868,188**	853,152	809,513
Change in allowance for doubtful accounts receivable	**4**	(88,666)	124,850
Loss on disposal of property and equipment	**-**	4,561	-
Paycheck Protection Program loan forgiveness	**-**	(1,928,688)	-
Noncash lease expense	**161,311**	-	-
Compensation costs related to ESOP	**308,836**	-	-
Changes in operating assets and liabilities:			
Receivables from franchises, net	**62,694**	389,014	424,240
Developed homesites, completed homes, furnishings, and homes under construction	**-**	151,385	10,661,198
Interior design installation in progress	**(1,109,944)**	(258,098)	268,325
Prepaid expenses and other assets	**(683,485)**	326,256	37,988
Accounts payable and accrued liabilities	**(1,350,837)**	(669,966)	128,629
Franchise and customer deposits	**(20,355)**	418,102	(1,104,573)
Lease liabilities	**(152,924)**	-	-
Net cash provided by operating activities	**8,652,553**	5,756,960	15,128,138
Cash flows from investing activities:			
Purchase of property and equipment	**(2,405,636)**	(1,345,642)	(863,198)
Payments received on notes receivable from franchises	**107,421**	2,662,895	2,336,832
Advances on notes receivable from franchises	**(2,832,023)**	(2,562,800)	(1,436,446)
Net cash provided (used) by investing activities	**(5,130,238)**	(1,245,547)	37,188
Cash flows from financing activities:			
Net borrowings (payments) on debt obligations	**68,893**	305,186	(1,547,518)
Proceeds from Paycheck Protection Program loans	**-**	-	1,915,203
Payments on shareholder loans	**-**	-	(1,895,000)
Distributions to shareholders	**(7,648,243)**	(5,133,806)	(8,781,378)
Net cash used by financing activities	**(7,579,350)**	(4,828,620)	(10,308,693)
Net increase (decrease) in cash	**(4,057,035)**	(317,207)	4,856,633
Cash, cash equivalents, and restricted cash, beginning of year	**5,038,023**	5,355,230	498,597
Cash and cash equivalents	**948,481**	5,005,325	5,322,535
Cash - restricted	**32,507**	32,698	32,695
Cash, cash equivalents, and restricted cash, end of year	**$ 980,988**	$ 5,038,023	$ 5,355,230

See accompanying notes.

AR Franchising, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2022, 2021, and 2020 **(Continued)**

	2022	2021	2020
Supplemental disclosure of cash flow activity:			
Interest paid	**$ 132,644**	$ 327	$ 128,475
Accrued distributions	**$ -**	$ 1,500,000	$ 1,189,124
Supplemental disclosure of noncash investing and financing activities:			
Distribution of ARH Aviation, LLC to AR Family Holdings, LLC	**$ -**	$ -	$ 145,958
Lease liabilities arising from obtaining right-of-use assets	**$ 347,396**	$ -	$ -
Issuance of unearned ESOP shares	**$ 11,887,034**	$ -	$ -

The consolidated statement of cash flows for 2020 excludes the net effect of the following non-cash investing and financing activity related to the transfer of ARH Aviation, LLC outlined and more fully discussed in Note 1 to these consolidated financial statements.

Net assets transferred:			
Cash and cash equivalents	**$ -**	$ -	$ 4,297
Prepaid expenses and other assets	**-**	-	3,764
Property and equipment, net	**-**	-	138,993
Accounts payable and accrued liabilities	**-**	-	(1,096)
	$ -	$ -	$ 145,958

Notes to Consolidated Financial Statements

1. Organization and Significant Accounting Policies

Description of the Business

AR Franchising, Inc. ("ARF") is a franchisor of residential home building companies (the "Franchises" or "Franchisees") engaged in the sale and construction of high quality, single- family homes primarily in the midwestern and southeastern United States. ARF provides its trade name, residential designs, computer software, computer network (including hosting capabilities), purchasing information, volume purchasing arrangements and marketing programs and services to the Franchises. In addition, ARF offers interior design services to the Franchises and their customers.

ARF owns 100% of the outstanding membership interests of ARH Models, LLC and ARH Financial, LLC (collectively "AR Models"). AR Models builds, leases and sells model homes for franchisees of ARF. The accounts and results of operations for AR Models are included in the accompanying consolidated financial statements. In 2019, ARH Models stopped building model homes and transitioned into financing franchisee's home construction. In conjunction with transition in the business model, the Company began liquidation of all model homes and land. As of December 31, 2021, the Company no longer owned any model homes or land parcels.

Corial Homes, Inc. ("Corial") is a franchisor of moderately priced homes and is wholly owned by ARF. The accounts and results of operations are included in the accompanying consolidated financial statements.

ARH Aviation, LLC ("ARHAV") is wholly owned by ARF. ARHAV was established to own aircraft which are leased by ARF and others. The accounts and results of operations are included in the accompanying consolidated financial statements. Effective January 31, 2020, the carrying value of all assets and liabilities of ARH Aviation, LLC were distributed to AR Family Holdings, LLC.

ARIS Partners, LLC ("ARIS") is wholly owned by ARF. ARIS was established to license internally developed business systems, including software, to existing homebuilding companies that do not want to purchase a more restricted and inclusive franchise agreement from ARF. The accounts and results of operations are included in the accompanying consolidated financial statements.

Effective January 1, 2020, all of the shareholders of AR Franchising, Inc., and its wholly owned subsidiaries discussed above, contributed all outstanding shares to AR Family Holdings, LLC, a Florida limited liability company.

Principles of Consolidation

The consolidated financial statements are comprised of the accounts of ARF, ARHAV, ARIS, Corial, and AR Models. Collectively, these entities are referred to as the "Company".

All significant intercompany balances and transactions have been eliminated in consolidation.

In accordance with the provisions of Accounting Standards Codification ("ASC") Topic 810, the Company completes a review of potential variable interest entities ("VIEs") and assesses whether it is the primary beneficiary of any potential VIEs. Based on this review and assessment as of December 31, 2022 and 2021, the Company determined that there are no separate entities in which the Company has ownership interest or is deemed to control, or for which it is the primary beneficiary. See further information in Note 12.

Franchise Operations

The Franchise network consists of 46 Franchises as of December 31, 2022, 42 Franchises as of December 31, 2021 and 46 Franchises as of December 31, 2020. At December 31, 2022, 2021, and 2020, no Franchises have additional rights to use the “Corial by Arthur Rutenberg” brand and trademark.

In addition, the ARIS licensing network consists of six licensees as of December 31, 2022 and 2021.

Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid financial instruments with original maturities of three months or less.

Restricted Cash

Restricted cash consists of funds collected from Franchises for estimated premiums payable under a Company-sponsored insurance policy.

Receivable from Franchises

Receivables from Franchises consist primarily of amounts due from the Franchises for custom residential design and interior design services. Accounts receivable from customers and vendors consist primarily of amounts due from customers for interior design services and from vendors for coop advertising expenses.

The allowance for doubtful accounts is an estimate calculated based on an analysis of current business and economic risks, customer and Franchise credit-worthiness, specific identifiable risks, or other factors that may indicate a potential loss. The allowance is reviewed on a regular basis to ensure that it adequately provides for all reasonably expected losses in the receivable balances. As of December 31, 2022 and 2021, the Company’s allowance for doubtful accounts amounted to approximately $524,000.

Developed Homesites

Developed homesites represents lots held for future home construction and is stated at cost unless the carrying value is determined to not be recoverable, in which case the affected lots are written down to net realizable value. Costs include the lot acquisition and development cost.

Interior Design Installation in Process

Interior design installation in process is stated at the lower of cost or net realizable value and consists primarily of direct material costs related to the Company’s interior design services and sales of furniture and accessories to furnish model homes and homes being constructed by franchise customers.

Internally Developed Software

Application development stage costs and upgrade and enhancement costs for significant internally developed software projects are capitalized and amortized over 3 years as part of computer equipment and software and are included in property and equipment in the accompanying consolidated balance sheets.

Revenue Recognition

The Company applies the provisions of ASC Topic 606, *Revenue from Contracts with Customers (ASC 606)*. This standard requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company has evaluated each of the five steps in ASC 606, which are as follows: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to the performance obligations; and (5) Recognize revenue when (or as) performance obligations are satisfied.

Franchise Revenues

Franchise revenues include two performance obligations. The first performance obligation is the initial training and onboarding of new franchises, which includes all of the activities that enable franchisees to operate the franchises. These activities are fundamental to operating in the homebuilding industry and are thus not specific to the Company. Initial franchise fees are fixed and recognized ratably over the period of onboarding and training (typically 3 to 6 months), as the customer simultaneously receives the benefit as the Company performs the service. The second performance obligation entails providing a license to access ARF's intellectual property during the term of the franchise agreement. This license includes the brand name, product manuals, computer systems, marketing programs and services, and vendor purchase programs. License revenue consists of a sales-based royalty recognized monthly over the term of the franchise agreement (typically 10 years). Some contracts may include a financing component; however, the overall impact to the financial statements is deemed immaterial. Intercompany revenues and costs are eliminated in consolidation. Incremental costs to obtain contracts include primarily commissions which are capitalized and amortized over the average franchise life (typically 10 years).

Interior Design Services and Merchandise Sales

Interior design services and merchandise sales contain two performance obligations. The first performance obligation is the preparation and delivery of an interior design plan and revenue is recognized upon presentation and delivery of the design plan, which is when the Company transfers control of the asset to the customer. The second performance obligation is the installation of the interior design materials, for which revenue is recognized over time, given that the Company's performance results in an asset for which it has no alternative use, and the Company is entitled to payment for performance completed to date. The Company measures progress toward complete satisfaction of this performance obligation using a cost-to-cost method. Intercompany revenues and costs are eliminated in consolidation. Fees in contracts for interior design and merchandise sales are typically fixed. In addition, the Company has elected to exclude taxes collected on behalf of third parties from the transaction price.

Home and Lot Sales

Sales of land and completed homes contain a single performance obligation and revenue is recognized at a single point in time upon the completion of a real estate closing, which is when control of the asset is transferred to the customer. Fees in real estate contracts are typically fixed. In addition, the Company has elected to exclude taxes collected on behalf of third parties from the transaction price. Incremental costs to obtain contracts include primarily commissions which are expensed as incurred.

Residential Design Fees

Residential design services represent one performance obligation which is the design and delivery of a personalized floor plan or set of working drawings. Revenue is recognized over the period of performance based on labor hours incurred. Fees for these services are typically variable; however, given the short duration of the contract, variability is typically settled within a short period of time. Intercompany revenues and costs are eliminated in consolidation.

Rental Income

Rental income contains a single performance obligation and is recognized over time based on terms of the lease agreements with franchisees leasing model homes. Escalation provisions present in these lease agreements are accounted for as contingent rents due to the uncertain term of each lease (see Note 6).

Interest Income

ARF earns interest income over time based on stated interest rates on notes receivable issued to franchises. AR Models earns interest income from franchises at stated rates in proportion to its funding of lot acquisitions and construction reimbursements through the commencement dates of its model home leases. From time to time, AR Models will purchase a lot and build an inventory home. In this situation, AR Models earns interest income over time from the franchise at a stated rate in proportion to its lot purchase and construction reimbursements through the time the inventory home is sold to a third-party customer.

Advertising, Residential Design and Other Franchise Support Services

The Company supplies the Franchises with various services, including advertising and sales support, residential design, data processing, and purchasing information support. Costs associated with providing these services are reported as expenses in the accompanying consolidated statements of operations. Advertising costs are expensed as incurred.

Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, corporations are not required to pay federal or Florida state corporate income taxes on their taxable income. Instead, the shareholders are taxed on the taxable income of the Company. The tax returns and the amount of distributable income or loss are subject to examination by federal and state taxing authorities. If such examinations result in changes to distributable income or loss, the tax liability of the shareholders would be changed accordingly.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by management in preparing the accompanying consolidated financial statements include allowances for receivables from Franchises and notes receivable, impairment of developed homesites, completed homes, furnishings and homes under construction and useful lives for property and equipment including internally developed software. Actual results could differ from those estimates.

Change in accounting principle

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize a lease liability and a right-of-use (ROU) asset on a discounted basis, for substantially all leases, as well as additional disclosures regarding leasing arrangements. Disclosures are required to enable users of financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. In July 2018, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, which provides an optional transition method of applying the new lease standard. Topic 842 can be applied using either a modified retrospective approach at the beginning of the earliest period presented or, as permitted by ASU 2018-11, at the beginning of the period in which it is adopted, i.e., the comparatives under ASC 840 option.

The Company adopted Topic 842 on January 1, 2022 (the effective date), using the comparatives under ASC 840 transition method, which applies Topic 842 at the beginning of the period in which it is adopted. Prior period amounts have not been adjusted in connection with the adoption of this standard.

The Company elected the package of practical expedients under the new standard, which permits entities to not reassess lease classification, lease identification or initial direct costs for existing or expired leases prior to the effective date. The Company has lease agreements with nonlease components that relate to the lease components. The Company elected the practical expedient to account for nonlease components and the lease components to which they relate as a single lease component for all.

The most significant impact of the adoption was the recognition of operating lease ROU assets and operating lease liabilities of approximately $347,000. The standard did not significantly impact the consolidated statements of operations or cash flows.

Leases

The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of ROU assets and lease liabilities on the consolidated balance sheet. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

The Company combines lease and nonlease components, such as common area and other maintenance costs, in calculating the ROU assets and lease liabilities for its office buildings and vehicles.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The Company has made a policy election to use a risk-free rate (the rate of a zero-coupon U.S. Treasury instrument) for the initial and subsequent measurement of all lease liabilities. The risk-free rate is determined using a period comparable with the lease term.

The lease term may include options to extend or to terminate the lease that the Company is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term.

The Company has elected not to record leases with an initial term of 12 months or less on the consolidated balance sheets. Lease expense on such leases is recognized on a straight-line basis over the lease term.

The Company has determined that it has no finance lease arrangements at December 31, 2022.

2. Receivables and Concentration of Credit Risk

Receivables

Receivables consist of the following at December 31:

	2022	2021
Franchise fees due from Franchises	**$ 477,108**	$ 666,416
Other receivables due from Franchises	**1,076,171**	930,922
Accounts receivable from customers and vendors	**214,472**	233,115
	1,767,751	1,830,453
Less allowance for doubtful accounts	**(524,181)**	(524,185)
	$ 1,243,570	$ 1,306,268

Concentration of Credit and Market Risk

The Company is a franchisor of residential real estate companies engaged in the sale and construction of single-family homes. As such, the Company grants credit to Franchises, which operate in the states of Florida, North Carolina, South Carolina, Tennessee, Ohio, Georgia, Alabama, Virginia, Kentucky, Texas, and Indiana.

The Company is exposed to the risks generally associated with the commercial real estate market. The market values of commercial real estate are subject to volatility and may be affected adversely by a number of factors, including, but not limited to, national, regional and local economic conditions.

The Company maintains cash deposits with financial institutions that, at times, may exceed federally insured limits.

3. Impairment of Long-Lived Assets

The Company performs a review of its long-lived assets including real property (developed homesites) and internally developed software to determine the existence of any impairments. At December 31, 2022 and 2021, management assessed the recoverability of the carrying value of this real property based on subsequent arms-length sales, recent third-party appraisals and (or) recent comparable market data. At December 31, 2022 and 2021, management assessed the recoverability of the internally developed software based on expected future cash flows and technological feasibility. No impairment charges are recorded in the accompanying consolidated financial statements for the years ended December 31, 2022, 2021, and 2020.

4. Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization is provided using straight-line methods over the shorter of the estimated useful lives of the assets or the term of the lease, which range from 3 to 10 years. Property and equipment at December 31 consists of the following:

	2022	2021
Computer equipment and software	**$ 10,597,323**	$ 9,676,222
Furniture and fixtures	**699,585**	698,978
Leasehold improvements	**741,312**	741,312
Construction in process	**1,386,842**	-
	13,425,062	11,116,512
Less accumulated depreciation and amortization	**(9,965,136)**	(9,194,034)
	$ 3,459,926	$ 1,922,478

Depreciation and amortization expense was approximately $868,000, $853,000, and $810,000 for the years ended December 31, 2022, 2021, and 2020, respectively.

5. Notes Receivable from Franchises

Notes receivable from Franchises as of December 31 consist of the following:

	2022	2021
Note receivable line of credit from a Franchise, bearing 0% interest. Franchise to repay Company at 150% of monies advanced by Company between July 2015 and October 2015. Note matures on October 12, 2025. Note was fully allowed for during 2018.	**$ 29,944**	$ 29,944
Note receivable line of credit from a Franchise, bearing 0% interest. Franchise to repay Company at 150% of monies advanced by Company between July 2017 and May 2019. Note matures on December 28, 2026.	**15,565**	26,152
Note receivable line of credit from a Franchise, bearing 0% interest. Franchise to repay Company at 150% of monies advanced by Company between December 2020 and November 2022. Note matures on December 3, 2030.	**232,134**	246,159
Notes receivable from multiple Franchises, bearing interest at 16%. Notes are secured by personal property with interest only payments due monthly through maturity date. All principal and outstanding interest due on maturity dates ranging from June 2023 to November 2024.	**3,207,750**	1,692,500
Note receivable from Franchise, bearing interest at 12%. Note is secured by personal property with monthly payments of principal and interest continuing through maturity date of September 2025.	**-**	82,809
Note receivable from Franchise, bearing interest at 12%. Note is secured by personal property with monthly payments of principal and interest continuing through maturity date of December 2026.	**136,836**	-
Note receivable from Franchisee, bearing interest at 8.49%. Note secured by personal property with interest only payments due monthly through maturity date of June 2023.	**1,470,399**	290,462
	5,092,628	2,368,026
Less current portion of notes receivable from Franchises	**(3,747,108)**	(22,082)
Less allowance for doubtful accounts	**(29,944)**	(29,944)
	$ 1,315,576	$ 2,316,000

Future minimum principal payments under notes receivable from Franchises are as follows at December 31:

Year Ending December 31,

2023	$ 3,747,108
2024	999,459
2025	34,209
2026	49,774
2027	-
Thereafter	232,134
	$ 5,062,684

The Company had no write-offs of notes receivable during 2022, 2021, and 2020. The Company did not recover any previously reserved amounts in 2022, 2021, and 2020.

6. Leases with Franchises

Historically, the Company utilizes its Franchises to build its model homes; however, this practice was not used after the year ending December 31, 2020. During construction, the Franchises pay interest on the cost of construction at varying interest rates normally ranging from 8% to 16%. Interest income derived from constructing model homes was approximately $0, $0, and $532,000 for the years ended December 31, 2022, 2021, and 2020. Upon completion of construction, the Company leases the model home and all furnishings to the Franchise/builder for additional periods typically ranging from 12 to 18 months. When the model home is sold to a third-party customer, the franchise who built the model home typically enters into a new lease agreement with the customer, upon which the Company has no further involvement.

Rental income derived from these leases was approximately $568,000 for the year ended December 31, 2020. There was no rental income for the years ended December 31, 2022 and 2021.

All model homes were sold as of December 31, 2020 and therefore no future income is expected.

7. Paycheck Protection Program Loan

The Company applied for and received a forgivable Paycheck Protection Program (“PPP”) Loan of $1,915,203 as provided under the Federal Coronavirus Aid, Relief and Economic Security (“CARES”) Act. The Loan, which was in the form of a Note dated April 18, 2020, matures on or about February 22, 2022 and bears interest at a rate of 1% per annum. The note may be prepaid at any time prior to maturity with no repayment penalties. Funds from the Loan may only be used for payroll costs, rent, utilities, and certain interest on other debt obligations. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act. The Company received full forgiveness from the SBA during April 2021 and recognized a gain of $1,928,688 in the consolidated statement of operations for the year ended December 31, 2021.

8. Revolving Lines of Credit

During November 2022, the Company entered into a $2,500,000 revolving line of credit agreement with a financial institution. The agreement requires monthly interest payments at an applicable rate based on the SOFR reference rate plus an applicable margin determined by the Company's senior leverage ratio. The interest rate at December 31, 2022 including the applicable margin was 7.05%. The revolving line of credit matures on November 30, 2027. The revolving line of credit requires the Company to meet certain financial covenants and comply with customary affirmative and negative covenants. As of December 31, 2022, the Company was in compliance with these covenants and with no outstanding balance.

During May 2021, the Company entered into a $3,000,000 revolving line of credit agreement with a financial institution. The agreement required monthly interest payments at a variable rate of prime rate plus .5% (3.75% as of December 31, 2021). The revolving line of credit matures on May 28, 2024, however, the Company closed this revolving line of credit in 2022. As of December 31, 2021 and 2020, the outstanding balance was $14,724 and $0, respectively.

9. Long-Term Debt

During November 2022, the Company entered into a term loan agreement with a financial institution. The principal amount of the note is approximately $12,000,000 and matures in November 2027. The agreement requires quarterly principal payments of $428,571. Interest is calculated using the SOFR reference rate plus an applicable margin determined by the Company's senior leverage ratio. The interest rate as of December 31, 2022, including the applicable margin was 7.05%. The amount outstanding on the note payable as of December 31, 2022 was $11,300,000. The term loan requires the Company to meet certain financial covenants and comply with customary affirmative and negative covenants. As of December 31, 2022, the Company was in compliance with these covenants.

The term loan agreement also has an excess cash flow prepayment requirement whereas the Company shall prepay principal in addition to the scheduled quarterly principal payments. The additional principal payments are equal to a percentage of excess cash flows of the Company determined on a quarterly basis.

During June 2021, the Company entered into a participation purchase and sale agreement with an unrelated third party for the sale of a financial asset, note receivable from a Franchisee, in the amount of approximately $961,000. The principal amount of the note is approximately $2,131,000 and matures in June 2023. Interest is equal to 8.49%. The amount outstanding on the note payable was $961,113 and $290,462 as of December 31, 2022 and 2021, respectively. The note is secured by the note receivable from the franchisee.

Approximate future minimum principal payments are as follows:

Year Ending December 31,

2023	$ 3,796,881
2024	2,556,181
2025	2,032,290
2026	2,023,883
2027	1,851,878
	$ 12,261,113

10. Commitments and Contingencies

Leases

Operating leases

The Company leases its office space, retail space for design centers, and warehouse space under operating leases with terms expiring in various years through July 2024. These leases generally contain renewal options for periods up to 5 years and require the Company to pay all executory costs (property taxes, maintenance and insurance). Lease payments have an escalating fee schedule, which range from a 0% to 3% increase each year. Termination of the leases is generally prohibited unless there is a violation under the lease agreement. The Company has no material related-party leases. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The lease expense and other required information for the year ended December 31, 2022 is as follows:

Lease expense

Operating lease expense	$	163,576
Other information:		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$	153,352
Right-of-use-assets obtained in exchange for new operating lease liabilities	$	347,396
Weighted-average remaining lease term in years for operating leases		1.10
Weighted-average discount rate for operating leases		1.19%

Approximate future minimum rental payments are as follows:

Year Ending December 31,

2023	$	184,824
2024		12,862
Total undiscounted cash flows		197,686
Less: present value discount		(1,377)
Total lease liability	$	196,309

Rent expense was approximately $676,000 and $705,000 for the years ended December 31, 2021, and 2020, respectively.

Construction Reserve

During June 2021, the Company entered into a note receivable agreement with a Franchisee for the construction of a model home. The principal amount of the note was approximately $2,131,000 with $200,000 paid at closing and $1,841,000 set up as a construction reserve for future draws by the Franchisee. During 2021, no additional draws were made on the note by the Franchisee. During 2022, the Franchisee drew an additional $1,180,000 on the construction reserve.

11. Related Party Transactions

Amounts reported in the 2022, 2021, and 2020 consolidated statements of operations include the following transactions with related parties:

	2022	2021	2020
Franchise fee income	**$ 605,868**	$ 435,000	$ 468,000
Interior design services and merchandise sales, net	**18,000**	40,000	5,000

As of December 31, 2022 and 2021, approximately $26,000 and $79,000, respectively, due from related parties is included in receivables from Franchises, net. Also see related party receivables noted below in Note 12.

12. Variable Interest Entities

During 2019, the Company instituted a program to assist the franchises with the financing related to the construction of new model homes that involves traditional construction-perm financing from a third-party lender. Under this program, the franchises create a special purpose limited liability company ("SP LLC") for each model home project. The third-party lender provides between 70-80% of the financing and assumes a first mortgage and ARF provides the remaining ("Gap") financing which is secured by the SP LLC's member's equity. The franchise owners of the SP LLC have all voting and control rights over the SP LLC including decision making authority regarding location, design, furnishings, and sales negotiations with third-party buyers. In the case of an uncured default by the SP LLC on the provided loans, ARF has the right to appoint a new manager and assume the SP LLC's member's rights. Upon the sale of the model home to a third-party buyer, ARF is entitled to a 30% share in net profits, if any.

With respect to the Company's involvement with SP LLC entities, the Company is required, under ASC Topic 810, to evaluate whether or not such entities require consolidation into the Company's consolidated financial statements. The Company initially performs these evaluations when each new entity is created and upon any events that require reconsideration of the entity. In order to determine if the Company should consolidate an SP LLC, the Company determines if the SP LLC is a variable interest entity and if the Company is the primary beneficiary of the entity. To determine whether the Company is the primary beneficiary of an entity, the Company considers whether they have the ability to control the activities of the VIE that most significantly impact its economic performance. This analysis considers, among other things, whether they have: the ability to determine the budget and scope of construction of the model home; the ability to control financing decisions for the VIE; and the ability to determine the timeframe for sale and pricing of the model home. The Company has concluded that there are variable interests in the LLCs but as the Company does not have the ability to control such activities discussed above, they are not considered the primary beneficiary of the VIE. As of December 31, 2022 and 2021, the Company determined that no SP LLC in which they have variable interests met the requirements of a VIE for consolidation.

Amounts related to the Gap financing provided to these SP LLC entities totaled approximately $4,680,000 and $2,066,000 at December 31, 2022 and 2021, respectively, and are included in Notes receivable from Franchises, net in the accompanying consolidated balance sheets. The Company has also received interest prepayments required on the Gap financing to SP LLC entities. These interest prepayments received by the Company totaled approximately $243,000 and $166,000 at December 31, 2022 and 2021, respectively, and are included in Franchise and customer deposits in the accompanying consolidated balance sheets.

13. Employee Benefit Plans

Employee stock ownership plan

Effective January 1, 2022, the Company adopted the AR Family Holdings, LLC Employee Stock Ownership Plan (ESOP) to provide retirement and other benefits to substantially all persons employed by the Company and its subsidiaries not governed by the terms of a collective bargaining agreement or leased employee, who have met certain age and service requirements. The ESOP provides for discretionary contributions by the Company as determined annually by the Shareholders, up to the maximum amount permitted under the Internal Revenue Code.

On November 30, 2022, the Company and its existing shareholders entered into agreements to affect a transfer of ownership to the AR Family Holdings, LLC Employee Stock Ownership Plan. The Company redeemed 190,000 shares of non-voting stock, at $62.56 per share, from the non-ESOP shareholders for $11,887,034, which was funded through a bank loan for $12,000,000.

The ESOP Trust purchased the 190,000 treasury shares from the Company through the issuance of a note payable to the Company in the amount of $11,887,034. The loan is evidenced by a term note with interest payable at 3.92% and repayable in annual installments of combined principal and interest of $896,278. The loan is payable in full by December 31, 2041 and is collateralized by the 190,000 Company shares.

The Company accounts for the leveraged ESOP in accordance with the Accounting Standards Codification 718-40. Accordingly, the loan from the ESOP is reflected on the Company's financial statements as unearned ESOP shares, a contra-equity account for the shares pledged as collateral. As the debt is repaid, shares are released from collateral and the Company reports compensation expense equal to the current market price of the shares released by ESOP contributions. Dividends on allocated ESOP shares are recorded as a reduction of retained earnings; dividends on unallocated ESOP shares are recorded as a reduction of debt and accrued interest.

The amount contributed by the Company to the ESOP in 2022 was $338,109, which was equal to the debt service. The Company recognized compensation expense based on the fair value of shares released in the amount of $308,836 for the year ended December 31, 2022.

The ESOP shares were as follows as of December 31, 2022:

Earned shares	5,404
Unearned shares	184,596
Total ESOP shares	190,000
Fair value of unearned shares	$ 9,549,151

The Company has a repurchase obligation that requires it to repurchase its common stock from the ESOP for participants who are eligible to receive benefits under the terms of the plan and elect to receive cash in exchange for their common stock.

401(k) Plan

The Company sponsors a 401(k) plan for substantially all of its employees who meet the eligibility requirements, as defined in the plan. All contributions to the plan are made on a voluntary basis by plan participants. There were no Company contributions for the years ended December 31, 2022, 2021 and 2020.

14. Subsequent Events

Subsequent events were evaluated through July 14, 2023, the date the consolidated financial statements were available to be issued, and determined there are no subsequent events, other than noted below, to disclose or that require adjustment to the consolidated financial statements.

In February 2023, the Company applied for the Employee Retention Credit in the amount of $1,579,484. In May 2023, the Company received cash payments for the whole amount they applied for.

THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

AR Franchising, Inc. and Subsidiaries

Consolidated Balance Sheet

As of March 31, 2024 and December 31, 2023

	(Unaudited) 3/31/2024	(Audited) 12/31/2023
Assets		
Cash and cash equivalents	$ 2,878,465	$ 3,092,518
Cash restricted	31,595	31,730
Receivables, net of allowance for doubtful accounts	1,779,591	1,774,297
Notes receivable from Franchises, net of allowance	3,794,485	3,817,081
Interior design installation in process	648,081	869,348
Prepaid expenses and other assets	1,018,559	4,428,231
Property and equipment, net	3,251,063	3,169,683
Total Assets	**$ 13,401,839**	**$ 17,182,888**
Liabilities & Shareholder's Equity		
Liabilities:		
Accounts payable and accrued liabilities	$ 2,763,757	$ 5,427,813
Franchise and customer deposits	1,537,695	1,432,083
Debt obligations	5,129,731	5,989,650
Total Liabilities	**9,431,183**	**12,849,546**
Shareholders' equity:		
Common stock, no par value, stated at $.10 per share, 1,000,000 shares authorized, issued and outstanding	100,000	100,000
Unearned ESOP Shares	(10,829,805)	(10,719,381)
Additional paid-in capital	1,124,800	1,020,525
Retained earnings	13,575,661	13,932,198
Total Shareholders' Equity	**3,970,656**	**4,333,342**
Total Liabilities and Shareholders' Equity	**13,401,839**	**17,182,888**

AR Franchising, Inc. and Subsidiaries

Consolidated Statement of Operations

For the Three Months Ended March 31, 2024

	(unaudited) 3/31/2024
Revenues:	
Franchise and license fees	$ 4,847,160
Interior design services and merchandise sales	993,032
Rental and other income	536,057
Interest income	143,577
Total Revenues	**6,519,825**
Expenses:	
Advertising, architectural and other franchise support services, net of vendor subsidies	$ 2,927,778
Cost of providing interior design services and merchandise sales	1,018,588
General and administrative expenses	993,776
Interest expense	129,960
Total Expenses	**5,070,102**
Net Income	**$ 1,449,723**

EXHIBIT B
TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISE AGREEMENT

AR Franchising, Inc.

FRANCHISE AGREEMENT

Franchise Number _____

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FRANCHISE AGREEMENT #___

THIS FRANCHISE AGREEMENT made effective this ___ day of ___, 20__ (the "**Effective Date**") by and between **AR FRANCHISING, INC.**, a Florida corporation, having its principal place of business at 160 Fountain Parkway N, Suite 210, St Petersburg Florida 33716-1410 (hereinafter referred to as "**Franchisor**", "**us**", "**our**", or "**we**"); and _____, (hereinafter referred to as "**Franchisee**", "**you**", or "**your**"), having your principal place of business at _____.

INTRODUCTION

As the result of the expenditure of time and money, we have acquired substantial and distinct experience, skills, techniques, and knowledge with reference to planning, construction and sale of residential housing, both Single Family and Multi-Family. We have also created proprietary Plans and specifications for Residential Products and systems for the construction and sale of Residential Products. We are the sole and exclusive owner of copyrighted materials such as working drawings, related to our business. We are the owner of the Marks and Copyrights.

In connection with the Marks and Copyrights, we have, by maintenance of high standards of quality and service, established a reputation, demand and goodwill for said Residential Products constructed and sold under our Marks or using the Copyrights.

You desire to use the Marks and Copyrights and to enjoy their benefits and other benefits set forth in this Agreement to operate a franchise under our System utilizing the construction skills, knowledge, resources, licenses and other background and experience you have or acquire.

OPERATIVE TERMS:

You and we agree as follows:

1. Grant of Franchise

1.1 Your Franchise and Territory

We grant you, and you accept upon the terms and conditions of this Agreement, the right and franchise (the "**Franchise**") to operate a residential construction business using the Marks, the Copyrights, the Manuals, Documents, Forms and other material on AR Connect, Plans and specifications, software, systems, techniques, and knowledge (as they now exist and as each may be modified from time to time) (collectively, the "**System**") offering, constructing and selling Residential Products only within the Territory as described in Exhibit "A" of this Agreement.

1.2 Territorial Restrictions

Your Franchise may be used in the Territory defined in Exhibit "A" of this Agreement. You agree not to build or sell Residential Products located outside of the Territory, or in any Community that we have designated for someone else. We may grant franchises to anyone, or build Residential Products ourselves, within the Territory and/or anywhere else.

1.3 Model Homes

We retain approval authority for the location, design, presentation and construction quality of each Model Home owned or operated by you. Subject to these approvals you may operate Model Homes at various locations within the Territory simultaneously.

1.4 Business Entity

If you are, or at any time become, a Business Entity, you agree and represent that:

a. you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

b. your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

c. you will complete a "Principal Owner's Statement," which will completely and accurately describe all of your owners and their interests in you, and everyone who has voting or management rights and obligations. A copy of our current form of Principal Owner's Statement is attached to the Franchise Disclosure Document;

d. you and your owners agree to revise the Principal Owner's Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

e. each of your owners during the term of this Agreement will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owner's Guaranty is attached to our Franchise Disclosure Document; and

f. at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

2. Glossary

The following terms are defined in this Agreement.

2.1 "Accounting Manual"

Means a Manual that describes our ARIS software, typical accounting policies and procedures and the method in which to perform them in ARIS. A copy of the Accounting Software Manual is on AR Connect.

2.2 "Active Plans"

Means Plans currently included in our Plan Collection (Active Plans) report.

2.3 "Adjusted Sales Price"

Means the sum of (i) the amount shown in the "Total Cost" column of the Customer Statement of Account as prepared in accordance with the Accounting Manual, and (ii) any amounts expended by the customer with third parties for work performed on the Residential Product prior to Closing. We reserve the right to estimate a fair adjusted sales price of work done by such third parties if actual invoices are unavailable. It includes the total amount receivable from closings of Residential Products and Land, whether for cash or credit, whether or not payment is received, without deduction of any kind. In the case of conveyances of Residential Products in return for the buyer assuming or cancelling indebtedness otherwise due, it includes the amount of indebtedness cancelled or assumed. It applies to any lot that you purchase and carry for a period of more than one day on the general ledger of your franchise. But it does not include lots that are sold to your Buyer by a third party in connection with a Building Agreement or that you sell to a specific customer where you only act in the capacity of a real estate broker. It includes furnishings in the case of a Model Home.

2.4 "Advertising Material"

Means photographs, artwork, renderings, Marks, and graphics used in the preparation of advertising, Sales Collateral Materials, and signage in an electronic format.

2.5 "Agreement"

Means the FRANCHISE AGREEMENT between you and us.

2.6 "ARH Promise"

Means a policy, as written in Required Franchise Operating Policies, regarding your obligation to repair defects in original workmanship of non-structural components for a period of ten years from closing.

2.7 "ARH Format"

Means the method of organizing and operating an independently owned Building Company as an ARH franchise we believe produces the best results for you and us.

2.8 "AR Connect"

Means our SharePoint site that provides documentation, directories, listings, forms and any other shared information to our or your authorized Users on confidential and/or proprietary basis.

2.9 "Back Office"

Means office functions we operate that can perform, at your option, accounting, accounts payable, CAD design for individual jobs, Personalized Floor Plans, and certain estimating and purchasing tasks for you at your expense.

2.10 "Brand Fund"

Means the fund we have established with Contributions from franchisees for advertising, marketing and promotion of Residential Products sold and bulit by Building Companies.

2.11 "Building Agreement"

Means a contract between you and your customer for the construction of a home on a lot owned by the customer including Residential Products.

2.12 "Building Company"

Means an independently owned and operated franchisee or an affiliate of ours, which builds Residential Products.

2.13 "Building Company President" or "BCP"

Means an individual who is responsible for the management of a Building Company. The Building Company President is required to devote his or her full time, energy and effort to the management and operation of the Building Company

2.14 "Business Entity"

Means a business corporation, partnership, limited liability company or other legal entity.

2.15 "Community"

Means a subdivided plot of Land or part of a Planned Unit Development ("**PUD**") in which a franchisee will or does operate a Model Home.

2.16 "Competitive Business"

Means any business involved in constructing and selling Residential Products, residential remodeling, residential fire restoration, or involved in granting franchises or licenses to others to operate a business constructing and selling Residential Products or performing residential remodeling.

2.17 "Contract Date"

Means the effective date of a Building Agreement, Home Purchase Agreement, or Lot Purchase Agreement.

2.18 "Contract Volume"

Means the total of the Contract Prices for all Purchase Agreements entered into during a specified period.

2.19 "Copyrights"

Means copyrights on the Plans, Programs, Advertising Materials, Sales Collateral Materials, Documents, Forms, websites, materials on AR Connect, and other copyrighted or copyrightable materials.

2.20 "Franchise"

Means a Business Entity or individual that has the right, franchise and sub-license, to operate a Building Company using our Marks, Copyrights and our System for the construction and sale of Residential Products.

2.21 "Franchisee"

Means "**you**" or "**your"**.

2.22 "Franchisor"

Means AR Franchising, Inc. Franchisor is also referred to as "**we**", "**us**" or "**our**".

2.23 "Gross Sale"

Means the Adjusted Sales Price of homes or packages that include home and Land or the sales price of Land, at the time of final closing as shown on System screens and reports.

2.24 "Home Purchase Agreement"

Means a contract between you and your customer for the purchase of an Inventory Home, Model Home, or Presale Package.

2.25 "Indemnified Parties(y)"

Means us, our affiliates, subsidiaries and parent companies and our and their respective shareholders, directors, officers, employees, agents, successors and assigns, and our other franchisees.

2.26 "Indemnity Claims"

Means the claims for which you are required to indemnify, defend and hold all indemnified parties harmless which are:

a. all claims, losses, liabilities, obligations and damages described in this Agreement;

b. any and all taxes on your franchise, building company or your business, or levied against any fees or other payments you pay to us;

c. any and all claims and liabilities directly, indirectly or vicariously arising out of the operation or transfer of your franchise, building company or the franchised business (even if negligence of any of the Indemnified Parties is alleged), including, but not limited to, claims asserted by your customers, subcontractors, employees or affiliates;

d. your breach of this Agreement;

e. any claim of copyright infringement, unauthorized use or unfair competition, arising out of the use of plans that you prepared, or had prepared for you, other than by us; and

f. any claim for direct and administrative costs incurred to complete homes or provide warranty service to homes, started or completed by your franchise.

2.27 "Indemnity Costs"

Means the amounts that you will be required to advance or reimburse to indemnify the Indemnified Parties(y) arising out of an Indemnity Claim and includes all obligations, damages (actual, consequential, punitive, liquidated or otherwise) and equitable relief ordered, and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties that constitutes an Indemnity Claim, including without limitation, all accountants' fees, attorney fees and expert witness fees, costs of investigation of claims and facts, court costs, other expenses of litigation or alternative dispute resolution, travel and living expenses, all at trial or on appeal, and costs and payments incurred in settlement or in payment of a judgment.

2.28 "Inventory Homes"

Means detached Single Family Homes including Land, for which the Start Date precedes the Contract Date.

2.29 "Job"

Means a residential construction project for which a Job Number has been assigned by You in your computer account.

2.30 "Land"

Means a developed lot or group of lots or tract of land in the process of development, or an undeveloped tract of land controlled or held for appreciation by you or for eventual resale to a specified or unspecified customer. Land which is not zoned for residential use at the time of closing by you is excluded from this definition.

2.31 "Manuals"

Means manuals that we may publish and documentation such as the Product Manual, Accounting Manual, Construction Practices and Tolerances, Required Franchise Operating Policies, and other documentation we designate for use by You, from time to time. We may change, modify, add to, replace, amend and/or supplement the Manuals at any time.

2.32 "Marks"

Means the trade names and trademarks including "AR Homes® and design," "AR Homes®" and the associated service mark as well as other trademarks, logos, designs and artwork we authorize franchisees to use from time to time.

2.33 "Model Home"

Means a furnished home, selected from or designed for our active Product Manual, which is maintained by you and kept open to the public at regular hours.

2.34 "Multi-Family Community"

Means one or more buildings containing Multi-Family Homes which are within a single final site plan approved by the appropriate jurisdictional authority.

2.35 "Multi-Family Homes"

Means attached homes in buildings of 2 or more homes per building.

2.36 "Net Worth"

Means the amount derived by deducting Total Liabilities from Total Assets, all as determined in accordance with the accounting policies set forth in the Accounting Software Manual.

2.37 "Off-site"

Means any location within the Territory except in a Community where you have started or you operate a Model Home.

2.38 "Options"

Means changes made to a Standard Plan.

2.39 "Plans"

Means the design and documentation relating to the design, of Single Family or Multi-Family Homes, whether produced by us, you or others.

2.40 "Preferred Vendors"

Means a vendor or supplier we have designated from time to time for your purchases of materials, supplies, services and equipment and appliances for the construction, equipping and furnishing of your Model Home and/or Residential Products.

2.41 "Presale Homes"

Means detached Single Family Homes, not including Land, for which the Contract Date precedes the Start Date.

2.42 "Presale Packages"

Means detached Single Family Homes including Land, sold either on one Purchase Agreement ("PK-1") or two Purchase Agreements ("PK-2"), for which the Contract Date precedes the Start Date. This sale type requires deeded ownership of the lot by the Franchise at least 24 hours prior to the new Contract Date.

2.43 "Product Manual"

Means one of the Manuals which include Standard Plans and information about each Plan all of which we may change from time to time.

2.44 "Programs"

Currently means our proprietary ARIS application software for sales, purchasing, construction, remodeling, accounting, business management, warranty and other purposes and suitable software or systems we designate for you to use from time to time. Programs are part of the Copyrights.

2.45 "Purchase Agreements"

Means a Building Agreement, Home Purchase Agreement or Lot Purchase Agreement, individually or collectively.

2.46 "Quality Standards"

Means construction standards that are acceptable to us to protect the brand and maintain consistent quality throughout the franchise system. Our acceptance is based on conformance to the Construction Practices and Tolerances Manual, conformance to Plans, specifications, the Job Selections Report and craftsmanship generally equal to that of other ARH Model Homes open to the public.

2.47 "Remodeling Projects"

Means work performed by you adding to, modifying, or repairing ARH or non-ARH Residential Products or commercial projects up to two stories.

2.48 "Remote Session"

Means a method of communication whereby personnel are able to view and manipulate the User's computer screen from a remote location to provide assistance or training.

2.49 "Required Franchise Operating Policies"

Means a section of the AR Connect that describes certain operating policies required of all franchisees. Our current Required Franchise Operating Policies are attached as Exhibit "B," all of which we may change, modify, supplement, remove and otherwise revise from time to time.

2.50 "Residential Products"

Means buildings or land sold by you including Single Family Homes, Remodeling Projects, and Multi-Family Homes and includes the real property under such product where real property is included in the customer's closing statement for the Residential Product.

2.51 "Sales Collateral Material"

Means Marks, brochures, house sheets and other printed or electronic sales and reference materials designed by us.

2.52 "Single Family Homes"

Means detached one family homes including multi-generational homes.

2.53 "Standard Bill of Materials"

Means a list, including quantities, of the materials and labor required to build a specific Plan. It does not contain costs.

2.54 "Standard Corporate Format"

Means the graphic design or designs used on all Sales Collateral Materials and other materials bearing the Copyrights of either AR Homes®, AR Living®, AR Home Studio®, Interiors AR Homes® logos, names or Marks.

2.55 "Start Date"

Means the date when one of the following tasks has been completed on a home: (i) a footer has been poured; (ii) the form boards have been set for a monolithic slab; or (iii) the grade beam has been poured on piling jobs.

2.56 "System"

Means the Plans and specifications, software, systems, techniques and knowledge developed, licensed or obtained by us and used by franchisees in the construction and sale of Residential Products and Model Homes. It also means the AR Homes® franchise system.

2.57 "Term"

Means the 10-year period beginning on the Effective Date or a shorter Term if otherwise stated in this Agreement.

2.58 "Termination"

Means cancellation of this Agreement in accordance with the provisions hereof or ending of this Agreement upon completion of its Term without signing a new Franchise Agreement.

2.59 "Territory"

Means a defined geographic area granted to a franchisee for the purpose of identifying the area where a franchise exercises its rights under this Agreement.

2.60 "User"

Means any employee, agent, officer, or an individual authorized by you and approved by us to use the Programs.

3. Term of this Agreement

This Agreement shall extend for the Term unless terminated sooner as set forth herein.

4. Services and Systems Provided by Us

4.1 Our System

We agree to make available to you certain confidential information. You agree that the confidential information will be used only in your franchise business and will not be made available to others by you, your officers, directors, members, agents, employees, owners or any other party we have not designated or approved for such disclosure. Plans, drawings, Purchase Agreements and other marketing or design materials intended for use with customers may be made available to customers for their intended uses. We will make extensive confidential information and other information available to you on AR Connect; provide design of active Plans in our Product Manual; will provide confidential applications computer software, accounting and business systems; will provide samples of necessary forms on AR Connect; will respond to requests by you for consultation relative to business planning and management and other subjects requested by you; and will provide Advertising Material from our digital library. We will make available to you any revisions, amendments and updates we make to these items.

We agree to provide working drawings for the construction of our Active Plans. We will do this electronically or otherwise as mutually determined.

The working drawings we provide do not incorporate local building codes and conditions, construction practices, rules, regulations or engineering requirements appropriate to your Territory, all of which are your and your engineer's responsibility. Modifications of working drawings to include changes, options and upgrades required for your Model Homes are provided by us. Modifications of working drawings to include changes, options and upgrades required for your inventory homes or your customers are provided by you. Any alterations or modifications to the Plans must be done by a CAD designer employed by us, you, another franchisee or an outside contract service that we have previously approved in writing and from whom you have received and forwarded to us a signed Confidentiality Agreement on a form provided by us. You will not provide the Plans to others except your customers. You agree to follow our rules and guidelines relating to the Plans and working drawings.

We own (or may license from others) the Plans and their copyrights and we consider them to be part of the confidential information and Copyrights. Your use of the Plans and other Copyrights we designate is limited solely for purposes permitted by this Agreement. All Plans, including preliminary, working and other drawings, prepared by or for you during the

Term of this Agreement, and those Plans that are modified for customers or others, belong solely to us. We have the right to share Plans that you modify with other franchisees. You are responsible for assuring that all plans used in connection with your Franchise comply with all applicable federal, state and local laws and codes.

We will provide all Plans included in our Product Manual to you. You can order them electronically at no cost or pay for printing and mailing. If an architectural or engineer seal is required for permitting or architectural review boards, you may contract, at your expense, with an outside individual or firm to obtain the necessary seals.

We provide Standard Bills of Materials for Active Plans and Options. We do this as a convenience to you. We use reasonable efforts to ensure their accuracy, but we do not guarantee their accuracy. You exclusively determine the use of this information and the sales prices you charge customers. You must modify and update the Standard Bills of Material we provide for building code requirements, site conditions and other conditions in the Territory.

4.2 Computer Systems and Data

a. We grant you a non-exclusive license to use Programs supplied by us. Duplicating these Programs or reverse engineering is prohibited by law and this Agreement.

b. All Programs and documentation not identified by other trademark, patent or copyright registrations are our property. Since we own these Programs, there are no restrictions on our use or licensing of them. The Programs are confidential, proprietary and a trade secret and should be safeguarded by you as such. Title to the Programs and copies of them remain our property. All backups, archives and other copying of the Programs and data will be performed and maintained by us.

c. Certain programs and documentation selected by us from time to time that are identified by other trademarks, patents or copyright registrations are licensed by us at our expense for your and our use.

d. We will supply certain data to your database to obtain economies of scale by doing so for all franchises. This is done for your convenience at our expense but, we do not guarantee the accuracy of this data.

e. THE SYSTEM AND DATA ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF USABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SHOULD THE PROGRAMS OR DATA PROVE DEFECTIVE, YOU ASSUME THE ENTIRE RISK OF ANY AND ALL LOSS WHICH MAY RESULT THEREFROM. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAMS OR DATA EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

f. You acknowledge and consent to our accessing any and all of your data at any time and agree that we may reproduce or copy any and all data for any reasonable purpose. This access is solely to ensure compliance with this Agreement and to facilitate consistent Quality Standards throughout the brand and does not give us control over any day-to-day operations of your independently owned and operated business which is solely in your control.

g. You will maintain, at your cost, a high-speed connection to an Internet Service provider at your administrative office and at each of your sales offices. Our IT department may be consulted for current recommendations for your computers and printers. You are responsible for installation and maintenance of all your equipment. Purchase of recommended equipment will be your responsibility and your expense.

h. We will provide ongoing technical support to you in the use of our software programs.

i. We may separately charge for licensing, supporting and maintaining the software we provide. We also may change, modify, substitute and/or discontinue any of the software we specify for use. You are responsible for the expenses associated with licensing and maintaining any third-party software we specific for your use.

4.3 Training Programs

You (or if you are a Business Entity, your owners) and your Building Company President are required to complete the New Franchise Onboarding and Orientation Program within 4 months of the signing of this Agreement. You (or if you are a Business Entity, your owners) and your BCP are required to complete the Initial Training Program within 12 months of the signing of this Agreement. Additionally, each salesperson is required to complete the sales portion of the Initial Training Program within 12 months of the signing of this Agreement.

For 12 months following the date of this Agreement, we agree to provide free training for your employees in the use of ARIS and other proprietary ARH systems. After 12 months, you may request training, but we will charge the then hourly rates plus transportation and living expense for training at your facility. After 12 months, we will charge the then hourly rates for individual training at our facility, classroom training or remote sessions, but not for online, self-paced learning. Training as follows is scheduled in response to your requests.

a. **Building Company President** – individual training to set up your Franchise, initially at our office and continuing in remote sessions OR at your office.

b. **Sales** – classroom training in groups of four or more at our office and continuing in remote sessions or at your office subject to trainer availability.

c. **Purchasing** – classroom training in groups of two or more at our office and continuing in remote sessions or at your office subject to trainer availability.

d. **Customer Concierge** - classroom training in groups of two or more at our office and continuing in remote sessions or at your office subject to trainer availability.

e. **Accounting** – remote sessions or one-on-one at our office.

f. **Construction Manager** – classroom training in groups of four or more at our office.

g. **Remote Sessions** - remote computer training or assistance on request for any personnel at any time subject to staff availability or by appointment.

For Franchisor employees, twelve days of travel for on-site training within the first 12 months is included as part of the initial franchise fee. After the twelve days, or the first 12 months, we charge for the above travel.

You are responsible for your employees' travel and lodging costs associated with training. Our training of you and your employees relate only to the utilization of our materials and systems to promote and enhance our brand and System Standards and do not govern any other aspect of their terms and conditions of employment. You are solely responsible for the terms and conditions of your employees, including recruiting, hiring, firing, compensation, benefits and working conditions.

4.4 Business Enhancement Programs

You may elect to utilize in-house marketing services. You may request training, but we will charge the then-current hourly rates for individual training at our facility, classroom training or remote sessions but not for online, self-paced learning. Training for marketing in remote sessions is scheduled in response to your requests.

4.5 Advertising

We make available to you the Advertising Materials and photography in our library for use in advertising generated by you. This material will be transferred electronically without charge. Optionally, we provide various printed Sales Collateral Material which will change from time to time. You must not use any advertising, marketing or promotional materials we have not made available unless and until we have reviewed them and approved them for use, including on the internet. You agree that any advertising, promotion and marketing you conduct will be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them. If you do not receive written disapproval within 30 days after our receipt of such materials, we will be deemed to have given the required approval. You may not use any advertising or promotional materials that we have disapproved.

a. Recognizing the value of advertising and marketing to the goodwill and public image of the AR Homes franchise, we have establish a system-wide Brand Fund (the "**Brand Fund"**) for such advertising, marketing and public relations programs and materials we deem necessary or appropriate. You agree to contribute to the Brand Fund such amounts that we prescribe from time to time (the "**Brand Fund Contributions**"), currently at a rate of 0.25% of the Contract Sale Price. We reserve the right to defer or reduce contributions of a franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Fund. If the Brand Fund is terminated, all unspent monies on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Brand Fund during the preceding 12-month

period. We or our affiliates may contribute to the Brand Fund on the same basis as our franchise owners.

b. We will direct all programs financed by the Brand Fund, may determine the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the Brand Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; and supporting public relations, market research and other advertising, promotion and marketing activities. The Brand Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

c. The Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Brand Fund and its programs, including, without limitation, conducting market surveys, preparing advertising, promotion and marketing materials and and accounting for contributions to the Brand Fund. We may spend, on behalf of the Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all franchisees to the Brand Fund in that year, and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. We will prepare a periodic statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. We have the right to cause the Brand Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in this Agreement.

d. You acknowledge that the Brand Fund is intended to maximize recognition of the Marks. Although we will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all franchisees, we undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Fund by franchisees operating in that geographic area or that any franchisee will benefit directly or in proportion to its contribution to the Brand Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the Brand Fund.

4.6 Websites

We own and maintain the website **www.ARHomes.com** which provides information about the brand and franchise system in general and each franchise in particular, and we may own and maintain others as we see fit. To maintain consistent branding, you are not permitted to own and operate a separate website related to your franchised business unless prepared and maintained in accordance with our Manuals.

4.7 Quality Control

In order for us to maintain quality control standards for our marketing and advertising in all forms, you agree that any advertising will be produced by us at your expense or by an external advertising agency hired by you.

In order to maintain consistent quality of construction and product throughout the brand and franchise system, we retain authority to inspect and approve all aspects of each Model Home that you own or operate. You agree to adhere to our standards regarding Model Homes as described under Model Homes in the Required Franchise Operating Policies section of AR Connect.

Homes delivered to your buyers must meet or exceed the Quality Standards shown in the Model Homes. We may inspect any Residential Product under construction or delivered by you to determine compliance with this Agreement, Required Franchise Operating Policies and/or Quality Control Standards. You must contractually obligate yourself to your customers to construct and deliver their Residential Product with the quality standards equal to or greater than those stated in the most current edition of the National Association of Home Builders ("NAHB"), Residential Construction Performance Guidelines, Consumer Reference. Should an arbitrator or court determine that the material or workmanship in your customer's Residential Product is below the NAHB quality standard and if you fail to promptly correct the items determined to be below that NAHB standard, you will be in material breach of is Franchise Agreement and we may, at our option, terminate this Agreement in accordance with its terms.

4.8 Services in General

You agree that it is appropriate for us to change the mix of services and systems we provide to all franchisees as the needs of the business change from time to time and that these decisions are made solely by us.

4.9 Preferred Vendors

a. We have entered into agreements with systemwide Preferred Vendors in order to obtain benefits for all franchisees and the franchise system. To comply with those agreements, you are required to use their products and services for the construction of your Model Homes to use in construction Residential Products and to offer and sell such products and services for your customers unless they expressly require otherwise.

b. Exceptions to the foregoing require the written approval of the Vice President of Vendor Programs. If you want to substitute products and services in construction of a Model Home for products or services that one or more of our Preferred Vendors provide, you must first submit sufficient information, specifications and samples for our determination as to whether the product or service complies with our System and/or vendor meets approved vendor criteria.

5. Use of Names, Marks, Copyrights, Manuals, and Plans, etc.

Through the expenditure of considerable time and effort, we have developed the System for the operation of a business constructing Residential Products using the System, Copyrights and Marks.

5.1 Trademarks

We own, use, promote and license the Marks and Copyrights. The Marks, Copyrights and the System have gained and continue to gain acceptance and goodwill. We may in the future develop, enhance, modify or delete various aspects of the System, Copyrights or the Marks, and we may create, use and license additional trademarks, service marks, logos, designs, artwork and commercial symbols in conjunction with the operation of Franchises. We grant to a franchise the right to own and operate a Building Company offering the products and services we authorize and approve, utilizing the Marks, Copyrights, and the System.

You acknowledge the following:

a. Your right to use the Marks, Copyrights and System is derived solely from this Agreement and limited to the operation of your Franchise pursuant to and in compliance with this Agreement and the Required Franchise Operating Policies we prescribe from time to time during the Term of this Agreement. Your unauthorized use of the Marks, Copyrights, or System will be a breach of this Agreement and an infringement of our rights in and to the Marks, Copyrights, or System.

b. You acknowledge and agree that your usage of the Marks, Copyrights, and System and any goodwill established by such use will be exclusively for our benefit. This Agreement does not confer any goodwill or other interests in the Marks, Copyrights, or System upon you (other than the right to operate your Franchise in compliance with this Agreement).

c. Any additional trademarks, service marks, commercial symbols, designs, artwork, and logos may be authorized and licensed from time to time and all provisions of this Agreement applying the Marks or Copyrights will apply to all other marks or copyrights authorized and licensed to you during the Term of this Agreement.

d. You must utilize the Marks as the sole trade identification of your business, except that you must conspicuously identify yourself and your Building Company as independently owned and operated in the form and method that we prescribe from time to time on the AR Connect site under Advertising and Brand Policy. Therefore, you are required to register your fictitious name (also known as "**d/b/a**") in accordance with applicable law.

e. You agree to comply with the section of Required Operating Policy on AR Connect titled Restrictions on Co-Branding as it exists today and as it may be modified from time to time.

Specifically, you must not:

(i) use any of the Marks, the initials **AR**, or the names **Rutenberg** or **Arthur Rutenberg** as part of any corporate name or legal business name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, without our prior written approval;

(ii) use the Marks in connection with the performance or sale of any unauthorized services or products;

(iii) employ any of the Marks in any manner that we have determined may result in our liability for any of your indebtedness or obligations.

You agree to use or display the Marks prominently in the manner we prescribe at Model Homes, construction sites, materials we designate and in connection with advertising and marketing materials. You agree that in activities like speeches, press releases, interviews and the like, you will not combine the name of your franchised company and “AR Homes” or "Arthur Rutenberg Homes" (or any derivative of it) or any of our Marks. You will use your best efforts to guide reporters not to combine the name of your franchised company with the Marks. You agree to give such notices of trademark and service mark registrations as we specify and to obtain any fictitious or assumed name registrations required under applicable law.

We may modify, change, delete, or discontinue any of the Marks or Copyrights or your use of any of the Marks or Copyrights and you agree to follow our directions regarding any change in the use of the Marks.

5.2 Copyrights

You recognize that the Plans and various other materials we give you are subject to our copyrights. Your right to use the Copyrights are derived solely from this Agreement and limited to your operation of your Franchise. Your unauthorized use of the Copyrights will be a breach of this Agreement and an infringement of our rights in and to the Copyrights. You will follow all of the policies and procedures we designate from time to time for the protection of any material which could be subject to copyright protection. You recognize that we will grant other franchisees the right to use the Plans and the Copyrights as well.

You may not use or display Plans furnished by us unless said Plans or drawings on each sheet, whether preliminary or final, shall contain the letter “c” within a circle and the year of the Plans or drawings or copyrights and the words “AR Franchising, Inc.” as in the following example:

© 2024 AR Franchising, Inc.

You will notify us when you are aware of any infringements in your Territory of any of the Marks or any of our copyrighted designs and Plans. We will cooperate with you in any proceedings relating to such infringements.

5.3 Plans

Any Plans, including preliminary, working and other drawings, prepared by or for you during the Term of this Agreement shall be considered the property of the Franchisor and shall not be utilized by you should the franchise Agreement Terminate.

5.4 Rights We Reserve

Notwithstanding any of the foregoing, we (and our affiliates) retain the right to:

a. sell (or authorize others to sell) products and services identified by the Marks, or other trade names, trademarks, service marks and commercial symbols for services other than a franchise (i.e., repair services, interior décor, home furnishings, remodeling, lending, brokerage, title services, etc.);

b. operate ourselves or offer, sell and support franchises or licenses for businesses which operate residential home building businesses inside or outside the Territory that do not use the Marks;

c. market, promote and advertise Residential Products in your Territory with or without using the Marks, Copyrights or System;

d. license or sell to others adaptations of our computer software, hardware, and technical services developed by us or in part licensed from other providers.

5.5 Other Brands

We may offer, sell or operate for ourselves or through affiliates, home building franchises that do not feature the AR Homes® Mark for operation anywhere with no obligation to you.

6. Your Obligations

6.1 Fees and Payments

Initial Franchise Fee. The initial franchise fee for a Non-Exclusive Franchise is $50,000, payable at the Effective Date. The initial franchise fee is non-refundable.

a. **Royalties**. You agree to pay us a royalty (the "Royalty(ies)") at the following rates:

(i) 4.25% of the Adjusted Sales Price of Single Family Residential Products that do not include Land. However, for Single Family Residential Products that are financed by an investor or investment company in which Franchisee has a direct or indirect interest, the Adjusted Sales Price will be based on the price which an independent third-party would pay for such Single Family Residential Product or a fair market value basis.

(ii) 3.50% of the Adjusted Sales Price of Single Family Residential Products that include Land. (This includes Inventory Homes and Presale Packages)

If your cost of the Land exceeds 40% of the Adjusted Sales Price of the Package, no fee is due on that portion of the Adjusted Sales Price on the cost of the land that exceeds 40% of the Adjusted Sales Price. For example, if the cost of the land is $1.6M and the Adjusted Sales Price is $3.0M, the fee is calculated on 40% or $1.2M for the land plus $1.4M for the home or 3.50% of $2.6M.

(iii) 3.50% of the Adjusted Sales Price of Single Family Residential Products that do not include Land but are constructed on Land on which a Royalty was previously incurred.

(iv) 4.25% of the Adjusted Sales Price of Remodeling Projects.

(v) 4.00 % of the Adjusted Sales Price of Single Family Residential Products that includes Land and complete furnishings, such as a Model Home, regardless of whether furnishings are sold on a separate Bill of Sale.

(vi) 3.50% of the Adjusted Sales Price of Multi-Family Communities.

(vii) 3.50% of the Adjusted Sales Price of Land. However, Land sold for commercial use, industrial use or multi-family rental use is exempt from Royalties.

(viii) In the case of Residential Products constructed on Land sold by an affiliated or related company, the Royalty is the greater of 4.25% of the Adjusted Sales Price of the Residential Product or 3.50% of the Adjusted Sales Price of the Residential Product plus 3.50% of the Adjusted Sales Price of the lot as evidenced by the final lot closing statement between the Land seller and the customer.

The Royalty must be paid to us as each deposit or draw is collected and in the method and manner we specify in Required Franchise Operating Policies. You will complete an Authorization Agreement for ACH Direct Deposits/Withdrawals (as shown on Exhibit “C") together with the execution of this Agreement. The account to be utilized for ACH Direct Deposits/Withdrawals will be your main operating account and you will utilize our chart of accounts for customer deposits. If applicable, you must also pay any federal, state or local taxes imposed on the Royalty in accordance with applicable laws and regulations.

During the term of this Agreement, we will waive the Royalty otherwise due for a total of one home built as the principal personal residence of a signatory to this Agreement or the Building Company President of the Franchise. In order to qualify for this treatment, the home must be occupied by this person for a minimum of 24 months. You agree to account for this home on the books of the franchise using the same inputs and accounting methods used for customer homes.

b. **Minimum Annual Royalty**. Notwithstanding the foregoing, during the term of this Agreement, commencing on the first January 1 following 18 months after the Effective Date, you must pay us at least the following percentage of the Minimum Annual Royalty each calendar year (an “**MAR Period**”):

MAR Period	**%**
1	25%
2	50%
3 and thereafter	100%

For example, if the Effective Date is March 15, 2023, then the Minimum Annual Royalty payment requirement, and MAR Period, will begin January 1, 2025 (October 15, 2024 is 18 months, and so MAR Period 1 begins on January 1, 2025 and MAR Period 2 begins January 1, 2026). If during the applicable MAR Period, you have paid us total Royalties in an amount less than the applicable percentage of the Minimum Annual Royalty, then you must pay us the difference in full within 15 days of our invoice.

The amount of your Minimum Annual Royalty will be set by mutual agreement and set forth on Exhibit “A.” It will be based on our assessment, as of the Effective Date,

of the size of the Territory, the number of franchises operating, or that we plan to operate, in the Territory, its demographics, the strength of the local housing market in the Territory and such other factors as we determine appropriate.

If we increase the number of franchises actually operating in the Territory over the number in operation or that we had planned as set forth on Exhibit A, then the MAR will be reduced for the time period beginning the month after such additional franchise opens a Model Home for business and ends when and if the number of franchises operating in the Territory reverts back to what is stated in Exhibit A. The MAR reduction will be based on the percentage difference in the number of franchises operating or planned in the Territory. As examples;

- If 2 franchises are operating, or planned by us to be operating, in the Territory, as defined in Exhibit A, and a third franchise in the Territory is added, then the MAR will be reduced by 50% beginning when the third franchise begins operating in the Territory (as there was a 50% increase in the number of franchises operating in the Territory).

- If 3 franchises are operating or planned in the Territory, as defined in Exhibit A, and a fourth franchise in the Territory is added, then the MAR will be reduced by 33.3% beginning when the fourth franchise begins operating in the Territory.

- If 4 franchises are operating, or planned by us to be operating, in the Territory, as defined in Exhibit A, a fifth franchise in the Territory is added, then the increase from 4 to 5 is 25%. The MAR will be reduced by 25% beginning when the fifth franchise begins operating in the Territory.

If the National Bureau of Economic Research (or its successor agency as we specify (the "**Bureau**")) declares at least 1 full calendar quarter during that calendar year as a recession (as the term is defined by the Bureau), then the MAR shall be suspended for the entire calendar year following such quarter and the calendar year immediately following the Bureau's declaration of the end of the recession..

c. **Brand Fund.** During the Term of this Agreement you will participate in our Brand Fund at a rate of 0.25% of the Contract Sale Price. There is a maximum annual contribution of $25,000.00. This amount is to be paid no later than the 15th day of each month following each month in which a sales contract was executed. We reserve the right to increase the rate to up to 1% of the Contract Sales Price with a maximum annual contribution of $100,000.00. You will receive a minimum of 6 months' notice of a rate increase, with an effective date of January 1 the following year.

d. **Technology Fee.** A monthly Technology Fee of $1,000 is due no later than the 15th day of each month commencing the first month following the Effective Date.

e. **Miscellaneous Fees**. We provide numerous services to support your operations that you may utilize from time to time. You must pay us our then-current fees for

those services at the rates times and in accordance with our Required Franchise Operating Policies. We may change these rates from time to time.

f. **Interest on Late Payments**. All amounts which you owe us or our affiliates will bear interest after their due date at the annual rate of 18% or the highest contract rate of interest permitted by law, whichever is less. You acknowledge that we do not agree to accept delayed payments nor commit to extend credit to or otherwise finance the operation of your Franchise. Your failure to pay all amounts when due constitutes grounds for Termination of this Agreement.

g. **Payment Offsets**. We may set off from any amounts that we may owe you, any amount that you owe to us or our affiliates. Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our affiliates from time to time. We will notify you of the credit and application of the offset.

h. **Discontinuance of Service**. If you do not timely pay amounts due us under this Agreement, we may discontinue any services to you, without limiting any of our other rights in this Agreement.

i. **Upon Termination**. Upon Termination, Royalties will be computed pursuant to Section 9.1 of this Agreement.

6.2 Operating Obligations

a. **Preservation of Documents**. You will preserve all accounting records and supporting documents relating to your operations under this Agreement for the periods outlined in the Record Retention Policy of the Accounting Manual as it now exists and as it may be modified from time to time.

b. **Compliance with Required Franchise Operating Policies**. You must comply with the Required Franchise Operating Policies on AR Connect as they now exist and as they may be modified from time to time.

c. **Building Company President**. Your Building Company President ("BCP") becomes a prominent representative of the AR Homes® brand in your Territory. You must obtain our written approval of the qualifications of your BCP. You will submit to us the designated BCP of the franchised entity and obtain our approval in writing, prior to the opening of your first Model Home. You must obtain our approval of any new BCP that is not a Franchisee throughout the term of the Agreement. We may reassess the qualifications of the Building Company President, or establish new standards for them, at any time. If during the Term of this Agreement, the BCP acts in a way that is detrimental to the brand, and if that action(s) cannot be corrected, or is not corrected after we give you 30-days written notice of the detrimental action(s), we will provide a second written notice to you, after which you will engage a replacement Building Company President, approved by us, within 90 days of that second notice. The BCP must live within your Territory unless we agree otherwise. You are solely responsible for the compensation, recruitment, hiring, firing and all other terms and conditions of BCP employment.

d. **Contractor Licenses**. At all times your franchise must maintain active required licenses for contractors of Residential Products.

e. **Furnished Model Homes**. At all times during the Term of this Agreement, you must maintain one Model Home open to the public in your Territory. Your first Model Home must be completed to our satisfaction within 24 months from the date of this Agreement. Your Model Home shall be in a community and on a homesite recommended by you and approved by us. You may select a specific Plan for a Model Home from our active Product Manual subject to our approval of such selection. Alternatively, we will work with you to design a new Plan for your Model Home. The Plans we provide for Model Homes will require further modification by you for engineering and local codes. Should you fail to continuously maintain a Model Home open to the public, during the period between your Model Home closing and the next Model Home opening, you will be required to invest an amount equal to the leaseback value of your most recent Model Home in marketing campaigns as prescribed by us to support sales.

f. **Surveys**. You must achieve and maintain a minimum Avid survey score equal to the industry average on the Move-In Homeowner Experience and Year-End Homeowner Experience surveys. This will be evaluated quarterly and is obtained by receiving surveys from at least 50% of the homeowners receiving the surveys. Should ARF elect to utilize a survey company other than Avid, the minimum criteria will be re-established.

g. **Software Programs**. We will make our software programs available to you. We recommend that you use all of the modules in the software package. However, you must use at least those modules listed in the Required Franchise Operating Policy.

h. **Capitalization and Net Worth**. By execution of this Agreement, you represent and warrant you will initially capitalize your franchised business with an amount to be determined by us upon review of your business plan and your market, but which shall be not less than $450,000. The assets used to capitalize your business will be cash or equity in real property that will be used in your business. During the term of this Agreement you shall maintain a Net Worth in the franchised business of at least 2% of the previous calendar year Contract Volume but not less than one hundred thousand dollars ($100,000). Loans and advances to shareholders or signatories are classified as equity distributions for Net Worth determination. Your failure to meet the Net Worth requirements may result in Termination of this Agreement pursuant to Section 7.1.

i. **Advertising Expense**. You will bear the expense of media advertising, billboards, signs and manufactured displays, except any that may be initiated and purchased by us.

j. **Performance of Obligations**. You will perform your obligations faithfully and honestly and continuously exert your best efforts to promote and enhance your franchised business for the full term of the Agreement.

k. **Conflicts**. You will not engage in any other business or activity that may conflict with your obligations under this Agreement. Further, if you sell a Residential Product to a family member, affiliate, or employee at less than standard pricing, and such party resells the Residential Product within 12 months of the end of construction, then the Adjusted Sales Price, for purpose of the computation and payment of the Royalty due us under this Section of the Agreement shall be increased to the gross amount of such subsequent sale, if such subsequent sale is at an amount greater than the amount of the initial sale.

l. **Work Performed Prior to Closing.** All labor and/or material installed on a job site prior to Closing shall be sold to the customer by you and the cost of same and the associated revenue are to be recorded as job cost and job revenue. We reserve the right to increase the Royalty by an amount based on our estimate of a fair adjusted sales price of work done in violation of this policy.

m. **Compliance with Law**. You shall comply with all laws, ordinances, rules, regulations, and orders of any governmental agency or authority having jurisdiction over your franchised business. You will deliver to us a copy of any notice or other instrument that alleges a material violation of any of the above.

n. **Indemnification.** Franchisee agrees to unconditionally indemnify, hold harmless, protect and defend all Indemnified Parties from and against all Indemnity Claims that may be asserted or brought against any Indemnified Party including for all Indemnity Costs.

o. **Insurance**

(i) **Types Required**. During the Term of this Agreement, you will maintain in force at your expense, the types of insurance coverage stated in Required Franchise Operating Policies. These insurance policies will be written to benefit you, us, and our designees. You agree that we may approve the policies, carriers and beneficiaries.

(ii) **Evidence of Coverage**. Before the expiration of the term of each insurance policy, you will furnish us with a Certificate of Insurance of each new, renewal or replacement policy you have obtained to extend your coverage. If you do not maintain the required insurance coverage, or do not furnish us with satisfactory evidence of insurance coverage, we may, at our option, terminate this Agreement pursuant to Section 7.1 of this Agreement.

p. **Multi-Family Construction** You agree to provide architectural plans for Multi-Family Homes. You will select an architect with our approval. You will work with the architect to develop preliminary plans. We will critique the preliminary plans and revise in collaboration with you. You will review the changes with the architect and resolve the issues or differences. The architect will produce the working drawings. We will approve the working drawings with you.

You agree to hire an engineer, at your expense, to provide necessary engineering for the plans to meet local code requirements. You agree to hire an engineer, at your expense, to inspect Multi-Family Homes at various pre-determined stages of

construction to assure that they conform to the plans, specifications, applicable codes and good construction practices. You agree to furnish copies of reports of such inspections to us and to correct any discrepancies contained therein. Further, you agree to order re-inspections to confirm that the discrepancies are corrected and furnish copies of these re-inspection reports to us.

We will produce job bill of material and Sales Collateral Materials for Multi-Family Homes built in Multi-Family Communities. The cost of all of these will be billed to the franchise.

6.3 Inspections and Audits

a. **Inspection**. To determine whether you and your Franchise are complying with this Agreement, Required Franchise Operating Policies, and quality and brand standards, we or our designated agents have the right at any time during your regular business hours, and without prior notice to you, to:

(i) inspect your Model Homes, main office or any Residential Products (whether completed or under construction);

(ii) observe the operations of your Franchise for such consecutive or intermittent periods as we deem necessary; and

(iii) interview personnel, suppliers, subcontractors, service providers and customers of your franchised business.

You agree to cooperate with us fully in connection with any such inspections, observations and interviews. You agree to participate and/or request your customers to participate in any surveys, observations, inspections, and interviews we perform or conducted on our behalf. You must promptly correct or repair any condition that does not comply with quality of the designated Model Home in your customer's Building Agreement or Home Purchase Agreement. Your failure to timely make such corrections after we notify you of them, may result in termination of this Agreement pursuant to its terms.

b. **Audit**. We have the right at any time during normal business hours, and with five days prior notice to you, to inspect and audit, or cause to be inspected and audited all of your Franchise business and accounting records, licensing applications, purchase agreements, sales, payroll and income tax records and returns and other records of your franchised business as well as any corporate or other business organizational records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. If (i) our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we may require, (ii) your failure to deliver such items on a timely basis, or (iii) if the information provided to us or maintained by you is not accurate by a factor understating the amount due us by 2% or more, then you agree to reimburse us for the cost of such inspection or audit, including without limitation, the charges of attorneys and accountants and the travel expenses, living expenses and compensation for our employees, attorneys and accountants during the

inspection or audit. You must also immediately pay us such deficiency any amounts you owe us including late fees and interest.

6.4 Program Attendance.

You must pay all of the expenses for travel, meals, lodging and related costs related to attending the various meetings, conferences, events, training and sessions we offer from time to time, including the Builder Summit and our annual convention (or their successor or similar events).

7. Termination by Us

7.1 With Prior Notice

We may terminate this Agreement and the Franchise if one or more of the following events of default occur and it is not remedied to our satisfaction within 30 days after written notice of default is given to you. However, if the default is of a nature that with due diligence cannot be cured within such 30-day period and you have commenced to our satisfaction within that time period to remedy default and diligently pursue the cure, the cure period will be extended for such additional time as is reasonably necessary to complete the cure, but in no event would the extended period extend more than an additional 90 days. Our Termination of the Agreement pursuant to this section does not constitute a waiver of any of our other rights and is not exclusive to any other remedies that we may have available. The events of default include the following:

a. If you fail to strictly comply with the quality standards we designate for your Model Homes and for customer homes, where the quality standards should equal the Model Home standards, or fail to comply with Required Franchise Operating Policies, as they now exist or as they are modified from time to time, or

b. You fail to timely pay us any amounts due, including Royalties, Minimum Annual Royalty, Brand Fund Contributions and contract services provided, or reimburse us for funds expended on your account; or

c. You and your Building Company President (if applicable) fails to complete the New Franchise Onboarding and Orientation Program to our satisfaction within 4 months of the Effective Date of this Agreement; or

d. You, your Building Company President (if applicable) and each salesperson fails to complete the Initial Training Program to our satisfaction within 12 months of the Effective Date of this Agreement; or

e. You fail to comply with any term, obligation or condition of this Agreement or any other agreement with us, or our affiliates, including, but not limited to, your indemnification obligations; or

f. If there are any final judgments for the payment of money aggregate in excess of $5,000 which are outstanding against you, and any one of such judgments has been outstanding for more than 30 days from the date of its entry and has not been discharged in full or stayed pending further proceedings or is under an appeal process; or

g. You make an assignment for the benefit of creditors, or admit in writing your inability to pay debts generally as they become due, or consent to the appointment of a receiver, trustee or liquidator of your Franchise of you or your business entity; or

h. You fail to pay any uncontested indebtedness due to any third party and such failure continues to beyond any applicable grace period or appeal period; or

i. If you create or permit to exist any mechanics judgment or tax lien (encumbrance) upon any of your Land or building assets, whether now owned or hereafter acquired, or permit to exist any mechanics or judgment lien arising from your activities upon any real or personal property of any other person or entity, without our prior written approval, and such lien or encumbrance has not been discharged or bonded off within 30 days after being placed against the property unless we have previously approved otherwise; or

j. You contest the validity or enforceability of any aspect of this Agreement; or

k. You fail to maintain the required Net Worth in your Franchise as required by this Agreement; or

l. You fail to maintain or continuously keep open a Model Home in your Territory in accordance with the terms of this Agreement.

7.2 <u>Without Prior Notice</u>

We may terminate this Agreement and the franchise immediately upon written notice (but without any prior written notice) and without your ability to cure if:

a. You have received 2 default notifications during the Term of this Agreement (whether or not subsequently cured);

b. You (or any of your owners) have made any material misrepresentation or omission in connection with your acquisition of the franchise;

c. Any license which you are required to have in order to operate is suspended or revoked or you have received notice from any regulatory authority indicating your license to operate will be terminated or cancelled and you do not or cannot cure the deficiencies or violations within the time limits imposed;

d. A court of proper jurisdiction declares invalid or unenforceable any part of this Agreement relating to either (i) the payment of fees or (ii) the preservation of the Marks;

e. You surrender, assign or transfer ownership or control of the operation of your Franchise in violation of the terms of this Agreement;

f. If the receiver, liquidator or trustee of you, or your Franchise or any material portion of it is appointed by court order and such order remains in effect for more than 30 days or is not under an appeal process; or you are adjudicated bankrupt or insolvent;

or any material portion of the Franchise is sequestered by court order and such order remains in effect for more than 30 days; or petitions filed against you under a bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 90 days after such filing; or

g. You filed a petition of voluntary bankruptcy or reorganization or seek relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consent to the filing of any petition against you under such laws; or

h. You are or have been indicted by a grand jury or convicted by a trial court of or plead or have pleaded no contest, or guilty, to, a felony or other crime or offenses likely to adversely reflect your reputation, our reputation, or the reputation of your Franchise or any other franchisee.

8. Your Right of Termination

You may not terminate this Agreement or give us notice of Termination of this Agreement for a period of 2 years from the Agreement date.

Thereafter, you may terminate the Agreement by giving us not less than 6 months prior written notice of the designated Termination date. **(Proper Notice)**

Such Termination will not release you from payment of any amounts owed to us or the performance of your obligations under this Agreement that relate to Termination or post-term obligations or your obligations to indemnify us. In addition, your right to terminate this Agreement will not constitute a waiver by us of any rights to damages or injunctive relief that we may have against you for your failure to comply with this Agreement. Further, your right to terminate this Agreement does not allow you to build or cause to be built any non-ARH Model Home or non-ARH Inventory Home, during the 6 months' notice period, for your use after Termination.

You agree that 6 months prior to expiration of this Agreement you will give written notice of your intentions to enter into our then current form of Franchise Agreement or not to do so. **(Proper Notice)**

9. Post-Term Obligations

9.1 Amounts Owed To Us If You Give Us Proper Notice

a. At Termination of this Agreement, Royalties and other amounts are due us for the following:

b. Residential Products under contract to be built or which already have been started prior to the Termination of this Agreement; Multi-Family units that are under Contract or Started at the rate stated in Section 6.1 of this Agreement. For Multi-Family units that are not under Contract and not Started at Termination, you may request, and we at our sole discretion may approve, your use of the Marks and Plans to continue or complete the Multi-Family Community. If we approve, you will owe Royalties on all Residential Products built or sold after Termination as if this Agreement was continuing in effect. If we do not approve, you may negotiate for a license to use the Plans for the sole purpose

of completing the project, but you must comply with the terms of the license agreement in all respects including discontinuing use of the Marks and other requirements or the license agreement intended to protect the AR Homes® brand;

c. Land that is under Contract to sell;

d. Brand Fund for Sales Contracts written during the notice period;

e. All amounts invoiced for services and fees for post termination computer systems use to wind down the franchised business. See below in this Section 9.

9.2 Payment of Amounts Owed To Us for Single Family Residential Product

If you terminate your Agreement without Proper Notice, you agree that fees payable after the date of Termination will be paid at rates that are 1% higher than the rates stated in Section 6.1 of this Agreement. You also agree to pay us all other amounts due us including interest, accounts receivable and Royalties on Residential Products not yet closed, including those set forth in Section 9.1 (a), (b), (c) and (d) above.

If you terminate your Agreement with Proper Notice or if your Agreement expires, and you execute a mutual release in form satisfactory to us, you agree to continue to pay us at the time and method required prior to Termination for all amounts due.

9.3 Payment of Amounts Owed To Us for Multi-Family Residential Product

If you terminate your Agreement without Proper Notice, you agree that fees payable after the date of Termination will be paid at rates that are 1% higher than the rates stated in Section 6.1 of this Agreement. You also agree to pay us all other amounts due us including interest, accounts receivable and Royalties on Residential Products not yet closed, including those set forth in Section 9.1 (a), (b), (c) and (d) above.

If you terminate your Agreement with Proper Notice as described in Section 8 of this Agreement or if this Agreement expires, and we have approved your use of the Marks and Plans to continue or complete the Multi-Family Community, you will pay Royalties on all Multi-Family Residential Products built or sold after Termination at the time and in the manner required as if this Agreement was continuing in effect.

If we grant you a license to use the Plans for the sole purpose of completing the project, you agree to pay license fees at the time and in the manner required by the license agreement.

9.4 Marks

Following the Termination of this Agreement and except for Multi-Family Communities for which we have approved your continued use of the Marks and Plans:

a. you may not directly or indirectly at any time or in any manner (except with respect to other Franchises you own and operate), for the direct or indirect purpose of promoting yourself or your business in any way, identify yourself or any business as a current or former AR Homes® franchise, use any Mark for any purpose except to identify homes under construction and for the sale of Inventory Homes, use any photographs, renderings, or images of AR Homes® designed homes or utilize for

any purpose any trade name, trademark, service mark, or other commercial symbol that indicates or suggests a connection or association with us;

b. you will immediately remove all signs that use any of the Marks and Copyrights, except those used for homes started or under contract during this Agreement through the date of closing;

c. you will immediately stop use of all Plans and the Copyrights other than for the completion of Residential Products under contract or started as of the date of Termination;

d. you agree to pay a $100 per day penalty for usage of the Marks post-termination.

9.5 Completion of Residential Products and Customer Warranties

Even after Termination of this Agreement, you agree to complete all of the single family Residential Products that you have under contract or have started and all the multi-family Residential Products that you have started as of the date of Termination. You must also honor all customer warranties relating to all Residential Products you have constructed as a Franchisee.

9.6 Option on Model Homes

You grant us the option, to be exercised on written notice to you within 30 days of the date of Termination, to purchase any of your Model Homes, that you own, at initial paid cost, and displays and furniture at book value. The paid cost and book value will be determined in accordance with our Accounting Manual. The closing will be held within 30 days from the date we give notice of our intent to exercise our option to purchase. We will pay for the purchase in cash and we will pay all costs related to the closing, except any attorneys' fees you incur. However, our option to purchase Model Homes does not apply to Model Homes you have contracted to sell to others as of the date of Termination. If your Model Home(s) are sold and leased back, you grant us the option, to be exercised on written notice to you within 30 days of the Termination, to assume your lease of each leased Model Home.

9.7 Confidential Information

You agree that upon Termination, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manual(s) and any other material containing Confidential Information that we have loaned or otherwise provided to you, except for Multi-Family Communities for which we have approved your continued use of the Marks and Plans and except to the extent any of such information is to be used only for the completion of homes started or under contract at Termination. Reports generated by our System are considered extremely sensitive and should be reserved for your internal use.

9.8 Computer Data

You agree that after Termination of this Agreement we may continue to access your computer data for legitimate purposes in responding to requests for information from your customers or determining amounts due from you.

9.9 ARH Homes or Models

You agree that following the Termination of this Agreement, you shall not operate or market a homebuilding business from a home constructed by you during the Term of this Franchise Agreement or utilizing a Plan or drawings belonging to us.

9.10 Termination Date

The Franchise Agreement and our obligations under this Agreement will terminate automatically on the earlier of the expiration of the Term of this Agreement or the date specified in the notice of Termination in accordance with this Agreement. Such Termination will not release you from payment of damages sustained by us, from payment of any obligations accrued, nor from performance of your obligations under the provisions of this Agreement relating to Termination, nor from the indemnification provision provided for in this Agreement.

10. Competitive Restrictions and Confidentiality

10.1 During the term of this Agreement, you must not, without our prior written consent, directly or indirectly engage in or acquire any financial or beneficial interest in any "Competitive Business", except another business in which we or an affiliate are the Franchisor.

10.2 During the Term of this Agreement, or any time after its Termination for any reason, neither you nor any of your employees will communicate or divulge to, or use for their own benefit or the benefit of any other person or business entity, except your customers or potential customers in the ordinary course of business, any Plans, drawings, manuals, systems, software or reports, owned or developed exclusively by us or not generally used in the industry. A good faith effort toward compliance with the confidentiality described in this Section is the execution and retention in personnel files of Confidentiality Agreements in the form available on AR Connect and made available to us upon request.

10.3 During the term of this Agreement, if any businesses owned or controlled by you or your affiliate performs construction related services on Residential Products being built by your Franchise, you agree that any amounts charged such customer for such services will be billed through the Franchise and shall be included in the Adjusted Sales Price of the respective home for the purpose of the calculation of the Royalty due to us.

10.4 During the term of this Agreement, no sales consultant or sales associate or other employee who is compensated based upon sales of Residential Products of the Franchise can be compensated from any non-franchised business.

10.5 You will require all of your new employees to sign our then current form of Confidentiality Agreement and not hire those who refuse to do so.

11. Transfer

11.1 By Us This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

11.2 By You You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have

granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the AR Homes® Franchise may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "**transfer**" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; or (c) the AR Homes® Franchise. An assignment, sale, gift or other disposition includes the following events:

a. Transfer of a controlling interest in you or transfer of 10% or more of ownership or beneficial interests in you;

b. Merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;

c. Any issuance or sale of your stock or any security convertible to your stock;

d. Transfer of an interest in you, this Agreement or the AR Homes® Franchise in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

e. Sale of substantially all of the assets of your Franchise;

f. Transfer of an interest in you, this Agreement or the AR Homes® Franchise, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or

g. Pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the AR Homes® Franchise or your transfer, surrender or loss of possession, control or management of the AR Homes® Franchise.

11.3 Conditions for Approval of Transfer If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section, we will approve a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for AR Homes® franchisees. A transfer of ownership, possession or control of the AR Homes® Franchise may be made only in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in you, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

a. The transferee has sufficient business experience, aptitude and financial resources to operate the AR Homes® Franchise;

b. You have paid all Royalty, amounts owed for purchases from us and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements;

c. The transferee (or its owners) have agreed to complete our standard training program, at their expense;

d. The transferee has agreed to be bound by all of the terms and conditions of this Agreement;

e. The transferee has entered into our then-current form of Franchise Agreement for a term ending on the expiration date of this Agreement and requiring no initial franchise fee;

f. The transferee agrees to upgrade the Model Home to conform to our then-current standards and specifications;

g. You or the transferee pay us a transfer fee equal to 50% of the then-current initial franchise fee. However, the transfer fee will be reduced to: (i) 25% of the then-current initial franchise fee if the transferee is an existing franchisee; or (ii) 10% of the then-current initial franchise fee if there is a change in your ownership that does not result in a change in the majority owner's interest in you;

h. You (and your transferring owners) have signed a general release, in form satisfactory to us, of any and all claims against us and our shareholders, owners, members officers, directors, employees and agents;

i. We have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Franchise;

j. If you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in the AR Homes® Franchise are subordinate to the transferee's obligation to pay Royalties and other amounts due to us and otherwise to comply with this Agreement;

k. You and your transferring owners (and your and your owners' spouses and children) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement; and

l. You and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other AR Homes® Franchises you own and operate) identify yourself or themselves or any business as a current or former AR Homes® franchisee, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of an AR Homes® Franchise in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.

11.4 Transfer to a Business Entity If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the AR Homes® Franchise and, if applicable, other AR Homes® Franchisees so long as you own, control and have the right to vote 51% or more of its issued and outstanding ownership interests (like stock or

partnership interests) and you guarantee its performance under this Agreement. All other owners of 5% or more of your equity interests are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of the your obligations under this Agreement.

11.5 Transfer Upon Death or Disability Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 3 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the AR Homes® Franchise.

11.6 Operation Upon Death or Disability If, upon your death or disability or the death or disability of the owner of a controlling interest in you, your or such owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 10 days from the date of death or disability, appoint a manager to operate the AR Homes® Franchise. Such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the AR Homes® Franchise is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the AR Homes® Franchise. All funds from the operation of the AR Homes® Franchise during the management by our appointed manager will be kept in a separate account, and all expenses of the AR Homes® Franchise, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a management fee equal to 1% of the Adjusted Sales Price of all Residential Products (in addition to the Royalty and other fees payable under this Agreement) during the period that our appointed manager manages the AR Homes® Franchise. Operation of the AR Homes® Franchise during any such period will be on your behalf, provided that we only have a duty to utilize our reasonable efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the AR Homes® Franchise or to any of your creditors for any products, materials, supplies or services the AR Homes® Franchise purchases during any period it is managed by our appointed manager. The term "**disability**" means a mental or physical disability, impairment, or condition that is reasonably

expected to prevent or actually does prevent you, or your owner, from supervising the AR Homes® Franchise's management and operation.

11.7 Effect of Consent to Transfer Our consent to a transfer of this Agreement and the AR Homes® Franchise or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the AR Homes® Franchise or transferee or a waiver of any claims we may have against you (or your owners) or of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement.

11.8 Our Right of First Refusal If you (or any of your owners) at any time determine to sell, assign or transfer for consideration an interest in this Agreement and the AR Homes® Franchise or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 10% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly-held corporation or limited partnership, copies of the most current annual and quarterly reports and Form 10K) and within 5 days of receipt submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in you or in this Agreement and the AR Homes® Franchise and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or in this Agreement and the AR Homes® Franchise must reflect the bona fide price offered and not reflect any value for any other property or rights.

We have the right, exercisable by written notice delivered to you or your selling owner(s) within 30 days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

a. We may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);

b. Our credit will be deemed equal to the credit of any proposed purchaser;

c. We will have not less than 60 days after giving notice of our election to purchase to prepare for closing; and

d. We are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interest of a Business Entity, as applicable, including, without limitation, representations and warranties as to:

(i) Ownership and condition of and title to the ownership interest and/or assets;

(ii) Liens and encumbrances relating to the ownership interest and/or assets; and

(iii) Validity of contracts and the liabilities, contingent or otherwise, of the Business Entity whose ownership interest is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of 12 months commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement.

If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, provided that, if the sale to such purchaser is not completed within 60 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30-day period following either the expiration of such 60-day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option.

12. Severability/Substitution

To the extent that any provision or this Agreement is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires the taking of some other action not described in this Agreement; or if any Required Franchise Operating Policies are invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

13. Waivers

We will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) there develops a custom or practice which is at variance with the terms of this Agreement; or (d) we accept payments other than amounts due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us, or between us and any other franchisee, will not affect our rights with respect to any later breach by you or anyone else.

14. Limitation of Liability

We have no liability to you for lost profits or consequential, punitive or incidental damages for any reason whatsoever. Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

a. compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof;

b. acts of God, war, or terror;

c. acts or omissions; or

d. any such delay as may be reasonable.

However, such delays or events do not excuse payments of amounts owed at any time.

15. Approval and Consents

Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on and will not assume any liability or obligation to you.

16. Waiver of Punitive Damages

EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US PURSUANT TO THIS AGREEMENT AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

17. Limitations of Claims

ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDERREPORTING OF GROSS REVENUES; (B) UNDERPAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

18. Governing Law

EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY FLORIDA LAW, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND FRANCHISEE, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

19. Jurisdiction

ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION, AND YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF, ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN AND/OR FOR PINELLAS COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES OF ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION OR IN ANY OTHER APPROPRIATE JURISDICTION.

20. Waiver of Jury Trial

YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

21. Cumulative Remedies

The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

22. Costs and Attorneys' Fees

If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding or if either you or we are required to enforce this Agreement in a judicial proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including experts, accounting and attorney's fees. Attorney's fees will include, without limitation, legal fees charged by attorneys and paralegals, and costs and disbursements, whether incurred for investigation prior to, or in preparation for, or contemplation of, the filing of written demand, complaint, claim or defense, for mediation, arbitration, trial or appeal, to enforce the obligations of the parties under this Agreement.

23. Binding Effect

This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators. This Agreement is not binding on us until we have signed and delivered to you an original counterpart, whether or not you have tendered payment with your signature.

24. Entire Agreement

This Agreement, all Exhibits to 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 supersedes any and all prior negotiations, understandings, representations and agreements; provided, however, that nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representatives. This Agreement may only be amended by an instrument signed by both parties.

25. No Liability to Others; No Other Beneficiaries

We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

26. Construction

The headings of the sections are for convenience only. If two or more persons are at any time Franchisees, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original.

27. Certain Definitions

The term "**family member**" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term "**affiliate**" means any Business Entity directly or indirectly owned or controlled by a person or under common control with a person. Our franchisees are not our affiliates. The terms "**franchisee**, **Franchisee**, **you** and **your**" are applicable to one or more persons, a Business Entity, as the case may be. The singular use of any pronoun also includes the plural, masculine, feminine, and neuter usage. The term "**person**" includes individuals and Business Entities. The term "**section**" refers to a section or subsection of this Agreement. The word "**control**" means the power to direct or cause the direction of management and policies, by any means, directly or indirectly. The word "**owner**" means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets of the Franchise.

28. Timing

Time is of the essence of this Agreement. Except as otherwise expressly stated, it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "**from**" and "**commencing on**" (and the like) mean "**from and including**"; and the words "**to**," "**until**" and "**ending on**" (and the like) mean "**to but excluding**." Indications of time of day mean St. Petersburg, Florida time.

29. Notices and Consents

All notices and consents hereunder shall be in writing and shall be sent to the parties at their respective addresses given below (or at such other address for a party as shall be specified by notice given hereunder):

If to Us: AR FRANCHISING, INC.
Attention: Chief Executive Officer
160 Fountain Parkway N, Suite 210
St Petersburg, Florida 33716-1410

If to You: NAME
Address
City / State / Zip

All notices and consents will be deemed delivered:

a. at the time delivered by hand;

b. 1 business day after transmission by facsimile, telecopy or other electronic system;

c. 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

d. 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

30. Representations and Warranties

To induce us to enter into this Agreement with you, you acknowledge and agree as to the following:

30.1 Acknowledgment

You acknowledge and agree that:

a. you have a desire to own and operate a Franchise and have applied for a Franchise;

b. you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high brand standards of quality and service and the uniformity of those brand standards at each Franchise and to protect and preserve the goodwill of the Marks, Copyrights and the System;

c. you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a Franchise may evolve and change over time;

d. you understand that an investment in a Franchise involves business risks, and that your business abilities and efforts are vital to the success of the venture;

e. in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity. All business dealings between you and such persons as a result of this Agreement are solely between you and us; and

f. we have advised you to have this Agreement reviewed and explained to you by an attorney.

30.2 Representations

You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase

of the Franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the Franchise. We have approved your request to purchase a Franchise in reliance on all of your representations. You also represent that you have read, in their entirety, this Agreement and the Franchise Disclosure Document.

30.3 No Warranties

We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of franchisees. You acknowledge and understand that:

a. any statement regarding the potential or probable revenues, sales or profits of the business venture are made solely in the Franchise Disclosure Document delivered to you prior to signing this Agreement;

b. any statement regarding the potential or probable revenues or profits of the business venture, or statistical information regarding any Building Company, that is not contained in our Franchise Disclosure Document or Supplement to it (if any) is unauthorized, unwarranted and unreliable, and should be reported to us immediately;

c. any information you obtained from franchise owners relating to revenues, profits or otherwise does not constitute information obtained from us and we do not guaranty the accuracy of such information; and

d. you have not received or relied on any representations about us or the Franchise or policies made by us, or our officers, directors, employees or agents, that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement.

31. Reconciliation of Rights Under Different Agreements

In the event of any conflict between the terms of this Agreement and of any other agreement as of the date of this Agreement between the parties with respect to the Franchise, the terms of this Agreement will prevail.

32. Relationship

32.1 Independent Contractors

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us. You and we are and will continue to be independent contractors and nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You will conspicuously identify yourself in all dealings with customers, suppliers, public officials, your personnel and others as the owner of an independently owned and operated Franchise and comply with the more detailed guidance stated in the Required Franchise Operating Policies.

32.2 No Liability for Acts of Other Party

You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that results in our liability for any of your indebtedness or obligations, and that you will not use the Marks or Copyrights in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than Franchisor and Franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of your Franchise operation or the business you conduct pursuant to this Agreement.

32.3 Taxes and Regulations

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, payroll, property, special assessment or other taxes, whether levied upon you or your Franchise, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your responsibility. We will not be liable or responsible for your compliance (or failure to comply) with any and all laws, rules and regulations, imposed by any federal, state or local government agency. It is your responsibility to ensure compliance with such laws and regulations.

33. Security Agreements

For value received, and to secure your performance of your obligations under this Agreement, you assign, transfer, pledge and grant us a security interest in all of your rights, title and interest in and to any of the Collateral. You agree to sign and deliver to us, and authorize us, at your expense, to file any financing statements related to the Collateral (with or without your signature on it) and grant us power of attorney to sign such documents on your behalf, and to take any other act deemed appropriate by us to perfect and to continue perfection of our security interest. You irrevocably appoint us as your attorney in fact to execute financing statements in your name and to perform all other acts which we deem appropriate to perfect and protect such security interest. The appointment is binding and coupled with an interest. At our request, you agree to give us possession of any collateral, which we consider possession to be necessary or desirable to perfect or continue perfection or priority of our security interest. A photocopy of this Agreement is sufficient as a financing statement and may be filed as such if we elect to do so. When you sign this Agreement, you must also sign financing statements at our direction that we will hold until we determine appropriate for filing. You agree, at our request, to sign and deliver to us such other documents and to do such further acts as we reasonably request in order to fully effectuate the purposes of this section. We will not file or record any financing statement until you fail to make any payment required under this Agreement after any applicable grace period or you violate any other aspect of this Agreement and do not cure within the applicable cure period. However, we may be entitled to file financing statements perfecting our security interest immediately upon any Termination or expiration of this Agreement. You acknowledge and agree that the security interest granted to us is a present security interest and is affected upon execution of the Agreement. We agree to subordinate our security interest in favor of institutional lenders who provide construction loan financing on terms reasonably acceptable to us.

34. Supplemental Agreements

Any provisions contained in this Section supersede any other terms or provisions contained in this Agreement which are in conflict with the provisions of this Section.

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

WITNESSES:

_____ By: _____
Name

_____ "FRANCHISEE"

\\

AR FRANCHISING, INC.
A Florida Corporation

_____ By: _____
Donald L. Whetro
Interim Chief Executive Officer

_____ "FRANCHISOR"

AR Franchising, Inc.
Franchise Agreement #___

EXHIBIT "A"

NON-EXCLUSIVE TERRITORY

The geographic boundaries of this Territory are defined as the [state] counties of _____ _____.

The Minimum Annual Royalty is _____

The number of franchises currently operating in the _____Territory is _____.

The number of franchises planned for the _____ Territory is _____. We reserve the right to add additional franchises at our sole discretion.

Exclusive Community Rights

A Builder may obtain temporary exclusivity to portions of their territory by implementing one or more of the following actions:

1. Build a Model Home in a Planned Community
    a. A planned community is defined as a development with 10 or more lots available for sale to builders for residential construction.
    b. The community will be exclusive to the Builder if;
        i. Builder enters into a contract to purchase a lot for a Model Home with a deposit equal to or greater than 10% of the lot sale price, and the Model Home planning process commences within 30 days of the purchase contract date.
        ii. The Builder has a Model home started and under construction in the community within 6 months of the model concept meeting.
        iii. The Builder has a Model Home open to the public in the community.

2. Build a Model Home in an On Your Lot (OYL) or Infill Location
    a. An OYL model is defined as being located in a small development of less than 15 home sites, or on a single lot in an existing established residential neighborhood or area that is not a new planned development.
    b. An in-fill model is an OYL model located in an established neighborhood where old homes are being demolished to allow for the construction of new homes.
    c. Protected boundaries within the territory will be defined and exclusive to the Builder for OYL or infill Model Homes. This exclusivity will only apply if:
        i. Builder enters into a contract to purchase an OYL or infill lot for a Model Home with a deposit equal to or greater than 10% of the lot sale price, and the Model Home planning process commences within 30 days of the purchase contract date.
        ii. The Builder has a Model home under construction an OYL or in-fill location.

iii. The Builder has a Model Home open to the public in the OYL or infill location.

3. Have an Inventory home started or completed and unsold in a community. This provides temporary exclusivity in the community only.

4. Have entered into a lot takedown agreement with the developer of a planned community or own one or more lots in the community. To maintain exclusivity in such a community, either a Model Home, presold home, or inventory home must be started within one year of the lot closing.

5. Can demonstrate they have achieved an “approved” or “featured” builder status as part of a structured Featured Builder Program with the developer of a planned community. This includes being listed on the community website under the “builders” section. We have the right to contact the developer to confirm such status if no model or inventory homes are planned, and no lots are owned by Builder.

6. Have a reported presold home in a community. This temporary exclusivity shall begin on the reported date of the sale and shall end upon the close of construction of the home but in no case shall exceed 18 months from the reported date of the sale.

In all of the cases described above, exclusivity is only granted on a temporary basis so long as the above conditions remain valid. Once a condition expires, then the protected boundaries and limited exclusivity ceases.

A protected boundary may be defined and established by us around a Model or Inventory home, to include the general neighborhood or section thereof, in order to provide exclusivity for the franchisee while either a Model Home is started or open to the public or an Inventory home is started or completed and unsold in the defined territory.

This policy may be revised by us from time to time at our sole discretion, but with the intention of providing fair protections to franchises actively building model and inventory homes within their territories.

AR Franchising, Inc.

Franchise Agreement #___

EXHIBIT "B"

Required Franchise Operating Policies

Your Franchise Agreement requires you to comply with the Policies in this section. These Policies are in addition to all other terms, conditions and provisions agreed to in your Franchise Agreement.

These Policies are those which affect the welfare of our collective enterprise - The AR Homes Franchise System. Some are matters that affect our public image, our reputation and our brand. Others provide a level playing field among franchises. They govern certain actions of each Franchise's relationship with the public, customers, other Franchises and the Franchisor.

AR Franchising, Inc. ("ARH", "ARF, Inc.") has the right to terminate your Franchise & Agreement for failure to comply with these Policies.

We have endeavored to keep this Policy section as brief as possible to allow maximum freedom in what we recognize to be an entrepreneurial environment.

Accounting Practices

Franchises are required to conform to the Accounting Policies and Procedures outlined in the Accounting Software Manual.

All Franchise books should be completed and the accounting period closed by the 7th working day of the month, including at year end.

Franchises are required to maintain Statcast so that the report continuously reflects current information. Statcast Planning should be completed for the next year by December of the current year.

Royalties - Method and Timing of Payment

Royalties are required to be paid via Automated Clearing House (ACH) system for construction jobs at the applicable royalty rate. The ACH system runs each business day at 4:30pm and debits the royalties from the franchise's bank account the next business day.

Royalties are paid per Section 6.1 Fees and Payments of the Franchise Agreement. Fees are payable as each draw is collected from customer or lender on Purchase Agreements, Design Agreements, CL/COs or for any other reason. For Change Orders, fees will only be collected on any given day when the aggregate total of Change Order cash collected exceeds $1,000. Draws not recorded in a timely manner will be subject to interest charges at the annual rate of 18% or

the highest contract rate of interest permitted by law, whichever is less, as stated in Section 6.1.c of the Franchise Agreement.

On Inventory and Model homes being built with company cash, fees are payable semi-monthly based upon the greater of the work in progress amount or funds received during construction. On Presale Package 1 (PK1) contracts being built with company cash, fees are paid upon closing.

On all Inventory Homes, in an effort to assist with franchise cash flow considerations, Franchisor will defer royalty payments for up to 6 months from the start date. At the end of month 6, ACH payments will begin based on the then amount of draws received to date, or work in progress, at the rate of 1% and the final fee payment will be trued up at the time of closing with the third party purchaser, at the rate indicated in the Franchise Agreement. Essentially, this defers royalty payments for the first 6 months of construction. This change will not apply for inventory homes financed through us or our affiliates.

Monthly installments of Initial Franchise Fees are required to be paid via ACH.

At Closing of Lots sold with or without simultaneous Building Agreement, fees are payable at Closing. A lot closing is defined as when the lot title transfers from the franchise to the customer.

AR Homes® Construction Practices

Franchises are required to build all homes in compliance with ARH Construction Practices as they are written as of the date of the Contract. The ARH Construction Practices are located in the SharePoint Library under Construction, Construction Practices and Tolerances. ARH Construction Practices do not supersede local building codes.

AR Homes® Promise

If within 10 years of closing, a customer contacts a franchise regarding a problem with a non-structural component they believe is the result of a defect in original workmanship, the Franchisee or the Building Company President agrees to inspect the problem and if they agree, correct the problem without charge. Structural items are addressed in the structural warranty which varies by state.

Building Agreement and Purchase Agreements

Franchisees are required to use the Building Agreement and Home Purchase Agreement provided by ARF, which can be found on AR Connect (Intranet Files and Forms > Sales > Forms). The Franchisee is required to review such Agreements prior to use, and if the Franchisee finds them deficient, to advise ARF of the deficiency in writing so that ARF can consider and correct the Agreement if it agrees.

Building Company President

The Building Company President is required to live in the Franchise Territory unless waived in writing by ARF, Inc.

Copyright Enforcement

Within 30 days of discovery, you shall report to us any potential infringements of our Copyrights. If we agree that there is an infringement and that an enforcement is warranted under the relevant facts and circumstances, then you are permitted to pursue and file a claim for the infringement of our Copyrights ("**Action**") provided that: (1) the potential infringement occurs in your territory; and

(2) you obtain our prior approval, including approval of the attorney(s) or law firm handling the Action ("**Approved Counsel**"). If we are named as a co-plaintiff in the Action then the Approved Counsel shall represent us in the Action and you are responsible for the payment all of Approved Counsel's attorneys' fees and costs. You are solely and exclusively responsible for all judgments, sanctions, awards, and attorneys' fees that may be entered directly against us or against you and us jointly and severally ("**Adverse Costs**") and shall indemnify us against all Adverse Costs. You are entitled to all proceeds of the Action ("**Proceeds**"). If you do not elect to pursue an Action within 30 days of reporting the potential infringement of our Copyrights to us, or if you inform us that you do not desire to pursue an Action, then we shall be entitled to pursue an Action at our sole expense and cost and be entitled to all of the Proceeds of such Action. Nothing in this Section will be deemed a waiver or assignment of any of our rights, title or interest in any of our Copyrights or other intellectual property.

Copyright Notation

All drawings, including preliminary drawings, must have AR Franchising, Inc. copyright identification. Locate the copyright notation in the garage on a wall common with the living area on Sheets 5 and 7. Locate the copyright notation on the roof on Sheet 6.

© 2024 AR Franchising, Inc.

(Please note, the year in the copyright notice should be the actual year of copyright.)

Exclusive Community Rights

Franchises that have a Model Home started or open to the public in an approved Community, have exclusive rights to build ARH product in that Community.

Gold Standard Closing

Franchises are expected to close all homes as a "Gold Standard Closing." To achieve this, the Construction Manager follows the procedure as it is described in the Gold Standard Home Agreement which is part of the Building Agreement. Exceptions to this policy are made only if the customer does not agree to sign the Gold Standard Home Agreement or requests a closing with more than five minor items on the Compliance Inspection form.

Insurance Requirements for Franchises

Franchises are required to maintain in force, at their expense and under policies issued by carriers approved by ARF, the following types and limits of insurance coverage for its benefit and the benefit of ARF, our affiliates and designees: For general and umbrella liability purposes, an Endorsement is required stating that AR Franchising, Inc. shall be named as an Additional Insured using the wording "Additional Insured - Grantor of Franchise". The "WHO IS AN INSURED" language needs to say "is amended to include as an insured person(s) or organization(s) shown in the Schedule, but only with respect to their liability as grantor of a franchise to you".

- Comprehensive liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your franchise;
- Completed operations coverage against claims for construction defects for damages or harm to Residential Products and personal property and improvements;
- Comprehensive motor vehicle insurance (including personal injury protection, uninsured motorist protection, hired not owned, and "umbrella" coverage) for any motor vehicles operated by you or your franchise;

- Umbrella liability insurance, if required to increase total liability coverage for the above insurance policies to a minimum of $1,000,000 limit;
- General casualty and property insurance, including fire and extended coverage (for wind, lightning, sinkhole), vandalism and malicious mischief insurance, for full replacement value of the structure and contents of your Furnished Model Homes and Residential Products (Builder's Risk Insurance);
- Workers' compensation insurance in the amounts required by applicable state law; and
- Employee liability insurance or such other insurance as required under any lease or other financing document (if any) for your franchise.

Job Start and Close Dates

Franchises are required to maintain projected and actual start and close dates for all jobs in the system. Within 30 days of the actual close date entered in the system, the Job Close Procedure must be completed and Financial Closing and Warranty Effective dates entered in the Job screen.

Marketing & Advertising

Advertising

We currently provide you with our full color magazine (AR Living®), brand brochure, various printed sales collateral materials, i.e. house sheets, (which may change from time to time), folders to hold sales collaterals and templates of various digital messages. We will create franchise specific collateral (i.e. Meet the Builder, Where We Build) to be printed at your expense. In addition, we will create franchise requested materials, if we determine they conform to our brand standards. You will be responsible for printing expenses for special requests that are not part of our standard offerings. We make available to you the photography in our library for use in advertising generated by you. In order for us to maintain our Quality Standards, any advertising you require that is outside of our standard advertising materials or services must be produced by us, at your cost, or by an advertising agency hired by you and approved in writing by us prior to the advertising agency doing work for you. All advertising and promotion by you must conform to our brand standards and requirements, as described in the brand style guide.

Brand & Style Guidelines

To maintain brand consistency Franchises are required to conform to the guidelines set forth in the AR Homes® Brand & Style Guidelines which can be found on AR Connect.

Digital Marketing

On all digital, email marketing and social media platforms, leading with the franchise name is prohibited. Google My Business office listing and model listing, Facebook, Instagram and LinkedIn should always lead with the AR Homes brand first, followed by the region and franchise name. This naming format provides clear brand identity for anyone interacting with your building company through a digital format. Refer to the AR Homes Brand & Style Guide on AR Connect for branding policy information and approved examples.

Media Policy Guidelines

To ensure consistent and effective media management franchises are required to follow the AR Homes® Media Policy Guidelines. We have outlined the key guidelines for engaging with media inquiries, press releases, and other media-related activities. Please refer to the detailed Media Policy which can be found in AR Connect under Brand & Style Guidelines for comprehensive information.

Media Inquiries

- If you receive a direct media request, immediately inform AR Franchising, Inc. before providing any information.
- Obtain the requester's name, title, publication, contact information, requested information, and associated deadlines.
- Submit the above information to Media@ARHomes.com

- AR Franchising, Inc. will assist you in responding to the inquiry and ensure accurate representation of AR Homes®.

Press Releases
- Notify AR Franchising, Inc. about any possible news stories or subjects for articles.
- All press releases, statements, and communication with the media must be generated by the AR Franchising, Inc. marketing team.

Crisis Management
- Alert AR Franchising, Inc. to any possible negative stories for immediate preparation of a possible statement or strategic plan.

Filming and Photography
- Discuss any filming or photography in or around properties/models with the AR Franchising, Inc. marketing team.
- A member of the marketing team must be present during filming or photography unless special written permission has been provided.
- Please adhere to these guidelines when dealing with media-related activities. We appreciate your cooperation in maintaining a strong and consistent brand image for AR Homes®.
- Ensure that all necessary release forms are signed and collected from the individuals involved in the photoshoot or video production. This includes models, homeowners, and any other participants whose likeness will be used in promotional materials. All release forms must be completed prior to the shoot.

Restriction on Co-branding
Co-branding; the use of the franchise name with the AR Homes® brand name and/or logo is prohibited, except in approved form on franchise stationery, business cards, sales office displays, builder sales collateral sheet, and where required by law. The Brand & Style Guide located on AR Connect should be followed for reference and compliance.

The consistent use of the AR Homes® name and logo by ARF, Inc. and the franchises builds brand name recognition for our product. Advertising, marketing and promotional materials, including, but not limited to billboards, signs, websites, print and digital advertisements, sales collaterals, etc., are to carry **only** the AR Homes® brand name and logo as specified by the Franchisor.

Instances where this policy has not been followed in the past include Home-A-Rama & Parade of Homes entries, builder handouts and websites prepared by community developers, community and job site signage, digital advertisements, Google My Business, social media, among others. Specifically, the infractions include using the franchise name and the brand name together. Example: XYZ Home Company/AR Homes®. Or the use of the franchise name on a sign with the AR Homes logo. Example: Custom Home Built by XYZ Home Company followed by the AR Homes® logo.

The use of individual franchise logos in any form is strictly prohibited.

At times, it is appropriate to identify franchises by name in copy, such as in newspaper or magazine articles, newsletters and builder stories in central sales situations. In such stories, though, the franchise name should not be co-mingled with the AR Homes® name, but should state "an independently owned and operated franchise of AR Homes®."

Social Media Policies
ARF, Inc. owns and maintains the AR Homes® brand on the following social media channels: Facebook, Instagram, Twitter, LinkedIn, Pinterest, Houzz and YouTube. Please see the AR Homes® Brand & Style Guidelines in AR Connect

Franchise Social Media Accounts
Franchises can own separate social media accounts and must adhere to the social media naming format outlined in the brand guidelines: **AR Homes® (Region) (Building Company Name)**.

ARF, Inc. reserves the right to edit or amend any misleading or inaccurate content depicted in social media posts. The company also reserves the right to delete social media posts that are deemed harmful to the AR Homes® brand. If a social media post is deemed as harmful to the AR Homes® brand image, the post must be corrected immediately upon request.

If a franchise wishes to post photos of construction sites, Model Home construction or any other construction, please ensure OSHA compliance. The site must be clean and a positive representation of AR Homes® Franchises are encouraged to share photos and videos of Model Home progress.

Be sure that the photo or video is taken with a device with appropriate camera quality. If a franchise is posting photos of a Model Home prior to the professional photography, be sure to use images and videos of appropriate quality. Once the Model Home has been professionally photographed, those photos can be found on the Digital Library and on the AR Homes Website: ARHomes.com.

When creating a post on social media, be sure to link the AR Homes website, Building Company Website or specific web page that relates to the content to the end of the post. This can increase your click rate and create further engagement for your customers. Keep in mind that links are not clickable on Instagram; therefore, they shouldn't be included in the Instagram photo caption.

Franchise social media accounts are encouraged to collaborate with the official AR Homes® social media accounts. This includes tagging the official ARF, Inc. social media accounts in franchise social media posts.

These are the usernames for the official ARF, Inc. social media accounts:

Facebook: @ArthurRutenbergHomes
Instagram: @arthurrutenberg_homes
Twitter: @arthurrutenberg
Pinterest: @arthurrutenberg
LinkedIn: AR Homes® by Arthur Rutenberg
Houzz: arthur-rutenberghomes

Franchise social media accounts are also encouraged to share the official AR Homes® social media posts to their franchise social media pages. On Facebook, this can be done by pressing the icon “share” and then pressing the option “Share to a Page”. On Twitter, this can be done by pressing the retweet icon.

Franchises should inform the ARF, Inc. marketing team of upcoming events or social media posts that the franchise wishes to have promoted on the official AR Homes® social media accounts. This can be done by submitting a request through Marli Harrelson, mharrelson@arhomes.com.

Employee Social Media Accounts
If an employee wishes to create content to share on their personal social media accounts regarding AR Homes® their respective franchise, they are instructed to follow the same policies outlined in this document. Employees are encouraged to like or follow the official ARF, Inc. and franchise social media accounts from their personal social media accounts. Employees are also encouraged to share social media posts from the official ARF, Inc. and franchise social media accounts onto their personal social media accounts.

ARF, Inc. reserves the right to edit or amend any misleading or inaccurate content depicted in social media posts. The company also reserves the right to delete social media posts that are deemed harmful to the AR Homes® brand.

If a social media post is deemed as harmful to the AR Homes® brand image, the post must be corrected immediately upon request.
Website
ARF, Inc. owns and maintains the company website www.ARHomes.com which contains a separate builder page for each franchise. Franchises may design and maintain material for their builder-page on the www.ARHomes.com website and submit same to the ARF, Inc. VP of Marketing for approval and placement on the website.

Franchises may not own separate websites that are related to their ARH franchised business.

Community websites that are owned by a franchise, including affiliated or related companies, that will exclusively feature AR Homes® product, must conform to our brand style guide, terms of the franchise agreement and be consistent with all AR Homes® branding. Furthermore, ARF, Inc. must approve the design prior to release to the public.

Model Home Companion Plans

If Companion Plans are required to be developed for a particular community, the Building Company will pay the cost for Design to produce a full Revit model. ARF will pay the cost for PSG to develop the SBOM for these plans, enabling the plan to be added to the price lists.

Model Home Hours

Model Homes are required to be open to the public per the following minimum schedule:

Monday through Saturday 10:00 AM to 6:00 PM, Sunday 12:00 PM – 6:00 PM during Spring, Summer and Fall seasons. In Winter, hours may be changed to Monday through Saturday 9:00 AM to 5:00 PM, Sunday 11:00 AM – 5:00 PM in order to allow salespeople to close prior to the onset of darkness.

Holiday exceptions are as follows:
New Year's Day, open Noon to 5:00PM
Easter Closed
July 4th, open 10AM to 3PM
Christmas Eve Closed
Thanksgiving & Christmas Day Closed

All Model Homes are expected to follow the above schedule with the exception of Model Homes located in gated communities when the front gate is closed to all Model Home visitors at times differing from the above. In these cases, the Model Home will follow the schedule of the community.

Model Homes

You are required to operate at least one Model Home staffed by a certified sales team. We retain absolute authority to approve all aspects of each Model Home that you own or operate including, but not limited to, floor plan, specifications, options and upgrades, location, elevations, elevation colors, landscaping, hardscape (i.e., walks, patios, pools, fences, and the like), parking, signage, interior merchandising, furnishings and sales offices. Models will be selected based upon market data for each region in regard to price, square footage, room count, and elevation style.

In order for us to maintain aesthetic standards for your Model Home, you are required to use our services or of those persons or entities which we approve for interior design, sales office design and landscape design. Upon our prior written approval, you may alternatively employ other persons or entities, who have demonstrated their capability to produce model merchandising and sales office design to our standards based on previous work they have performed for others. There is a specific application and approval process described on AR Connect (Intranet Files and Forms > Design > Forms) that must be followed. The approval of outside model designers will be at our sole judgment.

Model Homes constructed by you are required to meet or exceed the Quality Standards of the Model Homes constructed by other franchisees and accepted by us. We will conduct a final compliance inspection of each Model Home constructed by you, and you shall correct any item that does not comply with those standards within 15 days. If you do not, we have the right to exclude your Model Home from advertising material and to require you to close it to the public until it complies with our standards.

We schedule Concept Meetings to get detailed input from the Franchisee. To hold the agreed date, you are required to remit a $15,000 deposit prior to the Concept Meeting being scheduled and execute a Model Home Agreement. The $15,000 deposit will be handled as follows: a) If you own the model and elect to use AR Interiors for furnishings, the $15,000 will be applied to the furnishings. b) If you own the model and elect to use an approved professional Model Home merchandising firm, the $15,000 will be returned to you when the model is Started. c) If you make substantial changes to the script after we have started working on the plan, we will charge for wasted work by Design, Interiors or PSG and deduct this amount from your deposit. d) If you abort the model process after the Concept Meeting, you will be charged a Design Fee based on ARF's cost, e) If after the Presentation Meeting, you elect to use an approved professional Model Home merchandising firm, you will be charged a Design Fee based on ARF's cost. Later, at a Presentation Meeting, we present and discuss the intended drawings and interior merchandising concepts with the Franchisee. We encourage the franchisee to bring sales and other staff to these meetings. Interior Merchandising Details such as specific furniture pieces and fabrics and certain

architectural details are not available at the time of the Presentation Meeting and are left to the discretion of the Interior Designer. If you wish to use an outside professional Model Home merchandising firm, they must be approved following the process outlined on AR Connect (Intranet Files and Forms > Design > Forms).

New Model Homes will be represented on house sheets and in the Product Manual exactly as built and with everything in the AC area except for furnishings, wallpaper and faux finishes included in the base price. Outdoor living features such as pools, ODK and outdoor fireplaces will remain options and are not in the base price.

Model Homes are required to be built using products that are included in our National Vendor Programs. Exceptions will be granted if the Vendor's products are not available in your market or if they are in conflict with community regulations.

For each Model Home, if required based on site attributes, the market or competition, we will modify a plan or design a new plan and elevation and assign it a new plan number that corresponds exactly to your new model.

At certain stages of construction and after completion, ARF staff will schedule model walk-throughs and changes or corrections to the model either during construction or after completion may be required of the Franchisee. Corrections are at the expense of the franchisee, but field design changes will be split 50-50 by the franchisor. Interiors changes will be made at the expense of AR Interiors if they sold the furnishings to the franchisee.

The AR Design Department produces working drawings for Model Homes at no charge, as long as they remain open for a minimum of 12 months. Franchises will be billed by the Design department and Interiors department at their hourly rates for work performed if the franchise initiates the model process and then decides not to build the model or not use the furnishings package presented. Franchises will be billed by the Design department and PSG department at their hourly rates should a model be open for a period of less than 12 months from the model furniture installation date. The number of hours to design, produce and estimate a typical Model Home ranges between 400 – 500 hours, but will vary dependent upon plan complexity and changes.

Model Homes are priced to include everything in the conditioned area of the home with the exception of furnishings, wallpaper, faux finishes and TV. The price does not include Outdoor Living, a pool bath exclusively accessible from the Outdoor Living area or upgraded landscaping. This method of pricing has not only proven to increase sales, but allows other franchises and their customers to understand what is included in the pricing on their Price Lists.

Model Home installations require submission of a video walk-through beginning at the end of the drive through every room of the home and ending with the outdoor living area showing a completed home one week prior to installation of furnishings. If a Model Home is not complete and/or there are subcontractors working in the model on the day installation begins there will be a fee of $10,000 plus expenses to complete the installation at a later date and to repair/replace any furnishings that are damaged.

Net Worth Requirement

Franchises are required to maintain Net Worth in the Franchise Business as specified in their Franchise Agreement.

New Standard Plan Requests

Any request by a Franchisee to add new non-model plans to a plan collection should be made by submitting a Market Plan Request on AR Connect. The request should include data to support the new design. The plan design development work may be completed by our AR Design Department or an outside design firm, approved by the CEO. The agreement for contracting the services of any outside firm shall be approved by the CEO and must include the provision that ARF shall own the copyrights to the plans and pay no re-use fees to the outside design firm.

The design development work must be drawn in Revit and must include a floor plan, front / side / rear elevations and roof plan. ARF will complete the full Revit model. The cost for this design work shall be paid for by the franchisee. An estimate may be requested at the time the script is submitted. If an outside design firm is utilized a maximum of $10,000 will be reimbursable. When the plan is sold for the first time in the system the franchisee will be reimbursed 33% of its total expenditure for the design work for that plan. Therefore, when the plan is sold 3 times in the system, all of the franchisee's initial cost (up to $10,000) shall be reimbursed to the franchisee.

Outside Architectural Designs

From time-to-time franchises may elect to build a home designed by an outside design firm. To avoid Copyright disputes, any request by a franchise employee for ARF to modify a home design produced by an outside design firm must include a signed release by the original designer or design firm and be approved by the CEO.

Plan Sharing

Preliminary plans (PFPs), working drawings, and JBOMs are to be available, free of charge, to other Franchises in the system upon the request of another Franchise or ARH to the BC President of the originating franchise. However, a home based on a Design Agreement for a white paper plan should not be reproduced in the same market area as the original unless permission is received in writing from the originating franchise.

Purchasing Practices

Franchises are required to use the Job Budget and Purchase Order modules of the ARIS software.

It is a best practice to establish and set an accurate job budget prior to start of construction. ARIS provides you with a preliminary budget for each job and a method to review, correct, update and then "set" the budget when it is as accurate as possible. Setting of the budget automatically produces purchase orders with line item pricing for you to distribute to your subcontractors and suppliers. This provides you with a projected gross profit at the close of construction which can be monitored during construction for cash flow purposes. To facilitate monitoring the fluctuation of the original projected gross profit ARIS provides a Job Budget Variance that allows you to track the cost fluctuations recorded on purchase orders due to vendor changes, change orders, cost increases/decreases, etc. (it is not required that you utilize this report, but it is available to you).

Recruiting from ARF

Franchisees interested in recruiting employees from the franchisor are requested to announce their intentions to the Chief Executive Officer of ARF, Inc. If the ARF employee is interested and accepts a position with the Franchisee, a fee equal to 50% fee of their new salary will be paid by the Franchisee to the Franchisor. The fee will be used by the Franchisor to recruit and train the replacement. The Franchisor does not guarantee the employee's ability to perform their new

duties. ARF, Inc. will not hire employees of independent franchises for a period of 6 months after termination from an independent franchise.

Referrals

A Systemwide Sales Referral Program has been agreed to by the franchise group and is described elsewhere on AR Connect. The referral program provides for paying 1/2 of 1% from the selling Sales Consultant's commission to the referring Sales Consultant and describes the procedures to be followed.

Regional Buying Groups

ARF may approve the formation and operation of Regional Buying Groups to leverage volume purchasing power from regional vendors of materials like concrete, block, lumber and trusses. These groups commit the business of all the Franchises in the Group to vendors in exchange for agreed pricing. This increases the ability of smaller Franchises to participate in cost reductions. If such a Group exists in the Purchasing Region in which the Franchise operates, the Franchise is required to:

- Join and actively participate in the activities of the Buying Group;
- Comply with the Bylaws adopted by the Buying Group.

Exceptions to participation can be made if requested by a franchise and approved by the majority of the other members of the Buying Group.

Reporting a Sale

Franchises are required to report all sales in the system within two business days of executing a Purchase Agreement or at the expiration of a financing contingency, if applicable.

It is recommended that postings include comments that describe any relevant details about what led to the sale. The comments are intended to inform other franchises of successful activities that contributed to sales. The sharing of this information is informative and valued by both franchises and ARF, Inc. Details might include incentives, referral from a past customer, customer relocating and was familiar with the AR Homes brand, participated in a virtual design session, Design Studio preview, prior ARH homeowner, etc. Explaining relevant incentives or design changes are encouraged.

Sales Teams

It is a best practice that Sales Consultants and Sales Associates who staff ARH Model Homes are employed with the understanding that they earn 100% of their compensation from the sale of new ARH product, lots owned by the franchise or lots related to the sale of new ARH product now or in the future. We recommend that they should not be compensated from any source for the sale of resale homes. This allows them to focus solely on selling ARH product for the franchise.

Sales Teams typically share commissions on each sale.

It is a best practice to sign an Employment Memorandum when hiring a new Sales Consultant or Sales Associate. The Employment Memorandum (located on AR Connect) is an example that may be used as a template. The Memorandum typically includes compensation terms, required polices, consent to be mystery shopped, dress code, etc. The template is just an example,

nothing more. You are solely in control of all the terms, conditions and compensation for all your employees, including Sales Associates.

Sales Training

Sales Consultants and Sales Associates are required to attain Certification through the AR Homes® Essentials of Sales Excellence Certification program. This program consists of virtual classes, webinars, online courses as well as in person collaborative sessions.

Attendance must occur within the first 90 days that the Consultant or Associate is hired. There will be a mandatory 2-3 day in person session. The in-person sessions will be held in St Petersburg, FL, regionally based or on demand. Online courses through the Learning Management System (LMS) must be completed within 7-14 days from the date they are assigned.

Participants are required to complete all assignments and surveys and must score an 85% or higher on course assessments. Consultants and Associates may also have a Mystery Shop which will occur 45 – 60 days after completing the training program.

ARF recommends Franchises to have their consultants Mystery shopped once per year. ARF will select the company and secure a preferred rate.

Sale Types

Sale Type		Description	Purchase Agreement	Lot
Presale	**PRE**	Customer already owns their lot or is buying their lot from someone else, other than your Building Company, prior to signing a Building Agreement with you. ***For use with simultaneous lot closings.***	Building Agreement	Customer Owned
Presale Pkg - One Agreement	**PK1**	Customer purchases a home and Lot together on one agreement, the Contract Date precedes the Start Date and the Building Company's mortgage is used during construction. This sale type requires deeded ownership of the lot by the Franchise at least 24 hours prior to the new Contract Date.	Home Purchase Agreement	Company Owned
Presale Pkg - Two Agreements	**PK2**	Customer buys a lot owned by your Building Company. This sale type requires deeded	Building Agreement	Company Owned sold on Lot Purchase Agreement

Sale Type		Description	Purchase Agreement	Lot
		ownership of the lot by the Franchise at least 24 hours prior to the new Contract Date. You sell it using a separate Lot Purchase Agreement and Building Agreement. The customer secures their own Construction Perm Loan. ***Not for use with simultaneous lot closings.***		
Inventory	**INV**	Quote created to build an inventory	*No Agreement*	Company Owned
Existing Inventory	**EIN**	Customer purchases an inventory home that the job # has already been assigned. The Building Company's mortgage is used during construction.	Home Purchase Agreement	Company Owned (*no Lot Purchase Agreement - Lot is part of the package*)
Model	**MOD**	Quote created to build a model	*No Agreement*	Company Owned
Model Presold – Customer	**MPC**	Model owned by Customer with intent to reside in home after leaseback, includes lot and furnishings	Building Agreement	Customer Owned
Model Presold – Investor	**MPI**	Model owned by Investor with intent to sell to a third party, includes lot and furnishings	Building Agreement	Investor Owned
Existing Model	**EIM**	Customer purchases an existing model	Home Purchase Agreement	Company Owned (*no Lot Purchase Agreement - Lot is part of the package*)

Software

Franchises are required to use the following ARIS software:

- CRM
- General Ledger
- Accounts Payable
- Statcast
- Job Budgets

- Quotes and Assign Job
- Purchase Orders

Franchises with agreements signed January 1, 2020 or later are also required to use the following software:

- Construction Scheduling

Subcontractor & Supplier Insurance Requirements

As a best practice, it is recommended franchises use only insured, licensed (if applicable) Subcontractors and Suppliers. A Subcontractor Base Agreement has been made available for your use on AR Connect (Intranet Files and Forms > Purchasing > Forms > Subcontractor Introductory Package).

Systemwide Preferred Vendors

Franchises are required to use products supplied by AR Homes preferred vendors in Model Homes. Franchises are also required to use these products in all other homes unless the customer has requested a product supplied by a non-preferred vendor.

ARF is responsible for negotiating Model Home discounts and Brand Fund contributions from Systemwide vendors. ARF uses Brand Fund contributions to provide certain advertising services, materials and programs to all franchises. Examples of items and activities funded this way may include graphic design, SEO, SEM, Live Chat, AR Living Magazine, website, digital house sheets & flyers, and e-mail marketing. These offerings and services may change from time to time without notice. For this reason, franchises are not allowed to solicit Brand Funds from Systemwide vendors.

By accepting Model Home discounts from Systemwide vendors, franchises commit to keep the model un-occupied and open to the public per the schedule posted in the Model Center Hours section of this document for a period of one year from the date furnishing installation is completed. If a Model Home is open for a period of less than one year a penalty equal to the value of the model discounts taken will be imposed.

Top Club & Master Builder Club

Franchises are required to participate in the Top Club and Master Builder Club programs. ARF contributes $1,000 per franchise to each of these active programs each year. Franchises with qualifiers who attend the annual award trip are responsible for the fixed and variable costs associated with the programs in excess of the ARF contribution. These costs are currently estimated to range between $4,000 and $6,000 per attendee but may vary based on destination.

Use of Outside CAD Drafting Services

Franchises may have their own CAD designers on staff to produce working drawings or use the AR Custom Design Department or other franchises' custom design departments for their needs. Franchises may also use outside drafting services provided the service has had each employee working on our plans sign a confidentiality agreement and has submitted the executed agreement(s) to ARF, Inc. ATTN: CEO.

Franchises are not allowed to have working drawings produced by drafting departments of non-ARH builders.

Franchises that have their own CAD designers on staff are not allowed to produce working drawings for non-ARH builders.

Warranty Service

Warranty service requests, accepted by the Franchise, will be completed within 15 days of receipt by the franchise. Extension of the 15 day period is allowed only when forces beyond the control of the Franchise prevent completion within 15 days.

Waiver of Royalties

During the term of your Franchise Agreement, ARF will waive the Royalty otherwise due for a total of one home built as the principal personal residence of a signatory to the Franchise Agreement or the Building Company President of the Franchise. In order to qualify for this treatment, the home must be occupied by this person for a minimum of 24 months. This home must be accounted for on the books of the franchise using the same inputs and accounting methods used for customer homes.

Work Performed Prior to Closing

All labor and/or material installed on a job site prior to Closing shall be sold to the customer by the Franchisee and the cost of same and the associated revenue are to be recorded as job cost and job revenue.

Franchise System Support Fees

You must pay to us the following fees on or before the following due dates for the following services:

Type of Fee(1)	Amount	Due Date(2)	Remarks
Rebate Program	Varies. Administrative fee of 10% of earned rebates.	Annually, automatically deducted from the rebate.	You are required to use the vendors in our Preferred Vendor Program. The use of these vendors entitles you to rebates for the products purchased. We collect fee to administer this program.
Technology Fee	Our then-current rate (currently $1,00 per month)	10 days after invoice	Fee is for access to system (i.e. software, technical support, LMS, AR Connect) for up to 5 users.
Additional User Fee	Our then-current rate (currently $100 per user per month)	10 days after invoice	Fee is for additional users over the 5 included in the Technology Fee.
Onboarding Fee	Our then current rate (currently $100 per occurrence)	10 days after invoice	Payable only if you request a user be added to the system with less than 2 weeks notice.
Offboarding Fee	Our then current rate (currently $100 per occurrence)	10 days after invoice.	Payable only if you require a user be removed from the system more than 72 hours after the date of termination or resignation.

Type of Fee[1]	Amount	Due Date[2]	Remarks
Advertising Materials	Our then-current hourly rate (currently $100) First 3 hours free (estimate provided).	10 days after invoice	Fee is for concepts, design, and layout only. Any media or printing purchased is the responsibility of the franchisee.
Interior Design Service Fee for Model Homes	Typically, $43 to $50 per square foot of air conditioned space	10 days after invoice	Payable for the use of our interior design service to furnish your Model Home.
Sales Office for Model Homes	Our then-current rate (currently between $16,300 to $19,400 depending on the package chosen)	10 days after invoice	Payable for the use of our interior design service to design and furnish your Sales Office.
Accounting Back Office Service Fee	Our then-current package rate (currently $1,000 to $1,500 depending on the level of services provided)	10 days after invoice	Payable only if you choose to use our back office service for accounting functions for your Business. There is no requirement for you to use our back office service.
Estimating Back Office Service Fee	Our then-current hourly rate (currently $65)	10 days after invoice	Payable only if you choose to use our back office service for quoting, estimating or purchasing support functions for your Business. There is no requirement for you to use our back office service.
Color Session Fee	Our then-current square foot rate (currently $1.00 per square foot of living area)	10 days after invoice	Payable only if you choose to use an ARF owned Design Studio to make color selections for specific Residential jobs. There is no requirement for you to use our design studio service.
Personalized Floor Plan Service Fee	Our then-current rate (currently $80 for the first 8 hours, recovery fee of $424 if the design goes to contract, $75 per hour above the initial 8 hours)	10 days after invoice	Payable only if you choose to use our personalized floor plan service to modify standard plans for specific customer directed changes.
Custom Design Service Fee (if offered)	Our then-current rate (currently $75 - $120 depending on the level of service selected)	10 days after invoice	Payable only if you choose to use our custom design service to create custom plans, custom elevations or conduct a lot fit for specific Residential jobs. There is no requirement

Type of Fee[1]	Amount	Due Date[2]	Remarks
			for you to use our custom design service.
Custom Design Service Fee for Multi-Family Homes plans design and development (if offered)	Our then-current hourly rate (currently $80 to $200 for senior designer to Department)	10 days after invoice	Payable for our review of your plans and engineering specification, plus our fee for producing the job bill of materials and Sales Collateral Materials for Multi-Family Homes built in Multi-Family Communities.
AR Living® Magazine Advertisements	$5,000 to $10,000 per advertisement	10 days after invoice	Payable if you choose to advertise in our AR Living® Magazine.
Top Club and Master Builder Club Program Fees	Our then-current fixed and variable costs of the programs (currently from $4,000 to $6,000 per qualifying employee)	Annually	If we offer these programs, you are required to participate and we will contribute $1,000 per Franchisee to each program. You are responsible for the fixed and variable costs of the programs based upon the number of qualifiers you have for award recognition.
Training	Our then-current hourly rate (currently $60 - $100)	10 days after invoice	Payable only if you request training after 12 months at your facility, at our facility or remote sessions. You would also be responsible our personnel's transportation and living expense for training at your facility. This fee is not charged for classroom training, or online, self-paced training.
Training Cancellation Fee	Our then-current fee (currently $75)	10 days after invoice	Payable only if you cancel a training session within 24 hours of a scheduled session.
Incomplete Training Fee	Or then current fee (currently $2,500)	10 days after invoice	Payable only if you do not timely complete training to our satisfaction

Type of Fee[1]	Amount	Due Date[2]	Remarks
Digital Marketing	Our then-current monthly rate (currently $350 - $2,500)	10 days after invoice	Payable only if you choose to use our digital marketing service. There is no requirement for you to use our digital marketing service.
Post-term Marks Penalty Fee	$100 per day	On demand	Payable only if you continue to use the Marks after termination of your franchise agreement.
Discovery Day	Varies	As incurred	Your expenses for travel, meals, lodging and other expenses related to attending Discovery Day.

AR Franchising, Inc.
Franchise Agreement #___

EXHIBIT "C"

AUTHORIZATION AGREEMENT FOR ACH DIRECT DEPOSITS/WITHDRAWALS

I acknowledge the following is a requirement of the AR Franchising, Inc. Franchise Agreement #___.

Pursuant to the Required Franchise Operating Policies, I hereby give AR Franchising, Inc. ("Franchisor") authorization to withdraw Royalties due to Franchisor or deposit Royalty credits due from Franchisor directly from/to my bank account, identified below, via ACH (Automatic Clearing House) transfers.

Additionally, Franchisor is authorized to correct any errors which may occur in any deposit or withdrawal of an amount not to exceed the original debit or credit.

I acknowledge that the origination of the ACH transactions to my account must comply with the provisions of US laws.

I agree to provide Franchisor with the following information within 60 days of signing this Agreement.

Financial Institution _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

This authorization is to remain in full force and effect during the Term of the Franchise Agreement.

Franchise
a [state & entity]

By: _____
Name
Title

EXHIBIT C
TO THE DISCLOSURE DOCUMENT

FORM OF

AUTHORIZATION AGREEMENT FOR ACH DIRECT

DEPOSIT/WITHDRAWALS

AUTHORIZATION AGREEMENT FOR ACH DIRECT DEPOSITS/WITHDRAWALS

I acknowledge the following is a requirement of the AR Franchising, Inc. Franchise Agreement #_____.

Pursuant to the Required Franchise Operating Policies, I hereby give AR Franchising, Inc. ("ARF") authorization to withdraw Royalties due to ARF or deposit Royalty credits due from ARF directly to/from my bank account identified below via ACH (Automatic Clearing House) transfers.

Additionally, ARF is authorized to correct any errors which may occur in any deposit or withdrawal of an amount not to exceed the original debit or credit.

I acknowledge that the origination of the ACH transactions to my account must comply with the provisions of US laws.

I agree to provide ARF with the following information within 60 days of signing this Agreement.

Financial Institution_____ Branch_____

City_____ State_____ Zip_____

Routing Number_____ Account Number_____

This authorization is to remain in full force and effect during the Term of the Franchise Agreement.

(Franchise name)
a (State) _____

By:_____

_____
(Name)

_____
(Title)

EXHIBIT D
TO THE DISCLOSURE DOCUMENT

ASSIGNMENT AND ASSUMPTION OF FRANCHISE AGREEMENT
AND CONSENT TO ASSIGNMENT

ASSIGNMENT AND ASSUMPTION OF
FRANCHISE AGREEMENT #
AND
CONSENT TO ASSIGNMENT

THIS AGREEMENT made effective this ____ day of _____, _____ by and between _____ ("**Assignor**") and_____, a Florida corporation, whose principal address is _____ ("**Assignee**") and **AR FRANCHISING, INC.**, a Florida corporation ("**FRANCHISOR**").

RECITALS

A. Assignor is the present franchisee under that certain Franchise and License Agreement dated _____, between FRANCHISOR and Assignor, as Franchisee ("**Franchise Agreement**").

B. Assignor and Assignee have requested that FRANCHISOR consent to the assignment by Assignor of the Franchise Agreement to Assignee. Assignee is a _____with _____ shares outstanding. The shareholders and their respective holdings are as follows:

Shareholders	No. of Shares
_____	_____
_____	_____
_____	_____

C. Assignor and Assignee hereby represent and warrant to FRANCHISOR that Assignee's Net Worth including the value of the AR Homes® Franchise hereby assigned presently exceeds $450,000. During the term of this Agreement and any extension or renewal terms, Assignor and Assignee agree to maintain a Net Worth in the Assignee of at least two percent (2%) of the previous calendar year Contract Volume but not less than one hundred thousand dollars ($100,000). For purposes of this Agreement "Net Worth" shall mean the amount derived by deducting Total Liabilities from Total Assets, all as determined in accordance with the accounting policies as set forth in the FRANCHISOR's Software Accounting Manual.

AGREEMENT

NOW, THEREFORE, for and in consideration of FRANCHISOR consenting to this Assignment, as an inducement to FRANCHISOR to grant its consent, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Assignor and Assignee hereby represent that the above Recitals are true and correct, acknowledge that FRANCHISOR is relying upon such Recitals in

granting its consent to this Agreement, and such Recitals are hereby incorporated into this Agreement by reference.

2. Assignor hereby assigns to Assignee all right, title and interest in and to the Franchise Agreement, and Assignee hereby accepts the assignment of the Franchise Agreement and agrees to be bound by all the terms, obligations and restrictions applicable to the franchisee under the Franchise Agreement.

3. Assignor acknowledges that the Franchise Agreement was granted to Assignor and is personal to Assignor, and was based on Assignor's experience, character and talents as an individual. FRANCHISOR will not accept the complete substitution of a business entity for the efforts and commitment of individuals. Assignor and Assignee, jointly and severally, understand and agree, that notwithstanding this assignment: (i) Assignor shall remain personally liable for, and unconditionally obligated to and bound by each and every term, obligation and restriction applicable to the franchisee under the Franchise Agreement and Assignee under any other agreements hereafter entered into by FRANCHISOR and Assignee, whether for monies or duties, and for any other obligation of Assignee to FRANCHISOR; (ii) any and all breaches by Assignor of any of the terms, obligations and restrictions applicable to a franchisee under the Franchise Agreement shall be deemed to be a default of the Franchise Agreement by Assignee; (iii) FRANCHISOR shall not be obligated to proceed against Assignee as a condition to bringing an action against Assignor; and (iv) Assignor and Assignee shall reimburse FRANCHISOR for all costs, including attorney's fees, incurred as a result of any default by Assignor or Assignee under this Agreement, the Franchise Agreement or any other obligation to FRANCHISOR.

4. Assignor agrees that its joint and several liability with Assignee will not be affected by compromise or settlement agreements, waiver or deferral of performance by FRANCHISOR with respect to any provision of the Franchise Agreement or any other agreement between FRANCHISOR and Assignee.

5. Assignor and Assignee acknowledge and agree that any subsequent transfer, sale or issuance of shares of stock of the Assignee shall be subject to FRANCHISOR's prior written consent, which consent may be arbitrarily withheld. Any such transfer or issuance without FRANCHISOR's consent shall constitute an event of default of the Franchise Agreement by Assignee and Assignor and the Franchise Agreement shall be terminated.

6. All stock certificates of Assignee shall include the following legend:

   The transfer of this stock is subject to the terms and conditions of an Assignment and Assumption of Franchise Agreement and Consent to Assignment with AR Franchising, Inc.

7. The Assignee agrees that it will not enter into any partnership, joint venture, or other business association or combination of any form, for the purpose of engaging in any residential construction business, without the prior written consent of the FRANCHISOR, which consent may be arbitrarily withheld.

8. Assignee and Assignor hereby agree that Assignee shall not engage in any business activity other than that which is directly related to operation of the franchise under the Franchise Agreement.

9. FRANCHISOR may assign this Agreement in whole or in part. Neither Assignor nor Assignee may assign this Agreement without the prior written consent of FRANCHISOR.

10. This Agreement shall be governed by the laws of the State of Florida and shall be binding upon Assignor and Assignee, their successors, heirs and assigns, and shall inure to the benefit of FRANCHISOR's successors and assigns.

11. FRANCHISOR hereby consents to the above assignment of the Franchise Agreement to Assignee based on the foregoing terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WITNESSES:

_____ By: _____

_____ "ASSIGNOR"

_____ By: _____

_____ "ASSIGNOR"

a (State) corporation

_____ By: _____

_____ "ASSIGNEE"

AR Franchising, Inc.
a Florida corporation

_____ By: _____

_____

EXHIBIT E
TO THE DISCLOSURE DOCUMENT

UCC FINANCING STATEMENTS

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[redacted]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT F
TO THE DISCLOSURE DOCUMENT

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is effective as of _____, 20___, between _____, a _____ corporation **("Franchisee", "we", "us" or "our")** and _____, an employee **("you"** or **"your")**.

BACKGROUND INFORMATION:

We are a Franchisee of AR Franchising, Inc. (the "**Franchisor**") a residential home building business **(an "AR Homes® Business")**. The Franchisor developed, and continues to develop, unique and distinctive floor plans, drawings, designs and sketches **("Plans")**, business systems, manuals, methods of operations, software and systems (collectively, the "**System**") for constructing residential homes. The Franchisor grants us the right to operate an **AR Homes® Business** using the System to build residential homes.

During your employment with us, you have received and will continue to receive from time to time confidential and proprietary information and data concerning our System, Plans, customers, subcontractors, Software Bundle, business relationships and compensation arrangements with our designated preferred suppliers (the "**Confidential Information**"). You understand that the Plans, System and the Confidential Information are confidential and proprietary. Your employment with us has also placed you in a position of trust with the Franchisor and preferred suppliers. Our relationship with them constitutes a major asset of our business.

OPERATIVE TERMS:

Accordingly, you and we agree as follows:

1. **Confidentiality**. You will; not use the Confidential Information in any other business or capacity; maintain the absolute confidentiality of the Confidential Information during and after the termination or expiration of your employment with us; not make unauthorized copies of any portion of the Confidential Information disclosed in tangible or nontangible form; and comply with all procedures we (or the Franchisor) prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information. If your employment with us terminates for any reason, or any time at our request, you must promptly deliver to us any and all documents or other material, whether such materials are in written, printed or in other tangible form, in your possession relating, directly or indirectly, to any Confidential Information without retaining any copies, duplicates, extracts or portions.

2. **Injunctive Relief**. You and we agree that the breach of this Agreement will result in irreparable harm to us, and that no monetary award can fully compensate us if you violate it. Thus, if you breach this Agreement, you agree that we will be entitled to an injunction restraining you from any further breach.

3. **Miscellaneous**.

    a. **Complete Agreement**: This Agreement contains the complete agreement between the parties concerning this subject matter and supersedes any¬ prior agreement, representation or understanding, oral or written, between them.

    b. **Waivers**: No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom it is sought to be enforced. Failure by either party to insist upon strict performance of any provision will not be construed as a waiver.

    c. **Rights Cumulative**: Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.

    d. **Governing Law**: This Agreement is governed by the law of the county and state in which we are located. The parties agree that all litigation arising under this Agreement must be brought in the appropriate courts of the county and state in which we are located and waive any rights to change of venue. The prevailing party in any litigation involving this Agreement must be reimbursed its attorney's fees from the non-prevailing party.

    e. **Survival**: The provisions of this Agreement survive any termination of the employment relationship between you and us.

f. **Third Party Beneficiary**: The parties understand and acknowledge that the Franchisor is a third-party beneficiary of the terms of this Agreement and, at its option, may enforce the provisions of this Agreement against you.

g. **Background Information**: The background information is true and correct and is incorporated into this Agreement. This Agreement will be interpreted with reference to the background information.

h. **Assignment**: We may assign any or all of our rights under this Agreement to any successor or transferee.

Intending to be bound, the parties sign below:

FRANCHISE: _____
a (State) corporation:

By: _____

Name: _____

Title: _____

Date: _____

YOU (Employee): _____

_____

Name: _____

Date: _____

EXHIBIT G
TO THE DISCLOSURE DOCUMENT

PRINCIPAL OWNER'S GUARANTY

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by the principal owners (referred to as "**you**" for purposes of this Guaranty only) of _____ (the "**Business Entity**") under the AR HOMES® Franchise Agreement (the "**Agreement**") dated _____, 20___ with AR FRANCHISING, INC. ("**us**", or "**our**" or "**we**").

1. **Scope of Guaranty**. In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers**. Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements**. Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence shall in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement after its termination or expiration.

4. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and must be enforced in the courts of Pinellas County, Florida. Each Guarantor irrevocably submits to the jurisdiction and venue of such courts and to arbitration of all disputes as described in the Agreement.

Each of the principal owners now signs and delivers this Guaranty as of the date of the Agreement.

PERCENTAGE OF OWNERSHIP INTEREST IN BUSINESS ENTITY	**GUARANTORS**
_____	_____
_____	_____
_____	_____
DATE: _____	DATE: _____

EXHIBIT H
TO THE DISCLOSURE DOCUMENT

PRINCIPAL OWNER'S STATEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed by the Franchisee Entity ("**Franchisee**") if Franchisee has multiple owners or if Franchisee is owned by another/other business organization (such as a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to Franchisee.

1. **Form of Owner**. Franchisee is a (check one):

(a) General Partnership ☐
(b) Corporation ☐
(c) Limited Partnership ☐
(d) Limited Liability Company ☐
(e) Other ☐
Specify: _____

2. **Business Entity.** Franchisee was incorporated or formed on _____, _____ *(date)*, under the laws of the State of _____. Franchisee has not conducted business under any name other than this corporation, limited liability company or partnership name and _____ *(Entity Name)* . The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) relative to Franchisee and their positions are listed below:

Name of Person	Position(s) Held

3. **Owners**. The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name and Address	Description of Interest	% of Ownership

3. **Governing Documents**. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization of Franchisee (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Owner's Statement is current and complete as of _____, 20__.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

OWNERS:

Individuals:

_____
(Signature)

_____
(Print Name)
Date: _____

_____
(Signature)

_____
(Print Name)
Date: _____

_____
(Signature)

_____
(Print Name)
Date: _____

_____
(Signature)

_____
(Print Name)
Date: _____

Corporation, Limited Liabilty Company or Partnership:

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT I
TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

LIST OF FRANCHISEES
AS OF DECEMBER 31, 2023

STATE	FRANCHISEE	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NO.
Alabama	129 - J. David Homes, LLC Number of building companies: 1	5246 Greystone Way	Birmingham	AL	35242	205.229.9625
Florida	057 – Plantation Housing Corp. Number of building companies: 1	2425 Sadler Road	Fernandina Beach	FL	32034	904.261.4404
Florida	076 – Lyons Housing, LLC. Number of building companies: 1	12540 World Plaza Lane, #44	Fort Myers	FL	33907	239.768.3003
Florida	087 – Barry Rutenberg and Assoc. Inc. Number of building companies: 1	5431 SW 35th Drive	Gainesville	FL	32608	352.373.8466
Florida	061 - Marcus Allen Homes, Inc. Number of building companies: 1	11210 Phillips Industrial Blvd. East, Suite 13	Jacksonville	FL	32256	904.880.5500
Florida	088 – Bryan Zecher Homes, Inc. Number of building companies: 1	465 NW Orange Street	Lake City	FL	32055	386.752.6099
Florida	039 – Kensington Homes, Inc. Number of building companies: 1	5473 Highway 98 South	Lakeland	FL	33813	863.669.1322
Florida	074 – Lyons Heritage Tampa, LLC Number of building companies: 1	19508 Shumard Oak Dr. Suite 102	Land O'Lakes	FL	34638	813.909.7156
Florida	123 – BCB Management, LLC Number of building companies: 1	700 Ohio Avenue, Suite B	Lynn Haven	FL	32444	850.265.6047

STATE	FRANCHISEE	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NO.
Florida	095 – Rosewood Homes, Inc. Number of building companies: 1	6013 Farcenda Place Suite 101	Melbourne	FL	32940	321.775.7009
Florida	147 – Orlando Custom Home Builders, Inc. Number of building companies: 1	16690 Cavallo Drive	Monteverde	FL	34756	407.270.2780
Florida	032 – ARBC Corporation Number of building companies: 1	5645 Strand Boulevard	Naples	FL	34110	239.597.1120
Florida	151 – Rumi Design and Development, LLC* Number of building companies: 1	2923 N Asciano Court	New Smyrna	FL	32168	386-295-5115
Florida	105 – Kinsell Custom Homes, LLC Number of building companies: 1	231 East fort King Street, Suite 200 (P.O. Box 2890, Ocala, FL 34471)	Ocala	FL	34471	352.351.3405
Florida	084 – SandStar Homes, LLC Number of building companies: 1	1203 W. Marion Avenue	Punta Gorda	FL	33950	941.637.7848
Florida	091 – Nelson Homes, Inc. Number of building companies: 1	7309 Merchant Court Suite A	Sarasota	FL	34240	941.907.2292
Florida	100-R. W. Wilson Home Corp. Number of building companies: 1	3900 Clark Road Unit 1, Building P	Sarasota	FL	34233	941.921.7455

STATE	FRANCHISEE	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NO.
Florida	154 - Oakmont Custom Homes of FL, LLC f/k/a 103 – Oakmont Custom Homes, LLC Number of building companies: 1	900 SE Ocean Boulevard Suite 340E	Stuart	FL	34994	772.210.5438
Florida	021- Custom Craft Number of building companies: 1	509 Guisando de Avila Suite 102	Tampa	FL	33613	813.961.0047
Florida	110 – Beachland Homes Corp. Number of building companies: 1	1114 17th Street	Vero Beach	FL	32960	772.675.4646
Georgia	118 – RLW Homes, Inc. Number of building companies: 1	2205 Old Hamilton Place	Gainesville	GA	30507	770.534.2826
Georgia	**149 – Dralle Signature Homes, LLC Number of building companies: 1	185 Lochland Circle	Roswell	GA	30075	404.538.3833
Indiana	+126 – Scott Bates Builders, Inc. f/k/a Christopher Scott Investments, Inc. Number of building companies: 1	736 Hanover Place, Suite 100F	Carmel	IN	46032	317.408.4853
Indiana	142 – Newcastle Homes-NWI, Inc. Number of building companies: 1	1949 Harder Court Suite C	Schererville	IN	46375	219.281.6161
North Carolina	093 – Paragon Homes of Charlotte, Inc. Number of building companies: 1	600 Towne Centre Boulevard Suite 305	Charlotte	NC	28134	704.889.0218

STATE	FRANCHISEE	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NO.
North Carolina	159 – Monterey Bay Construction Charlotte, LLC f/k/a 101 – Monterey Bay - Charlotte, LLC Number of building companies: 1	18637 Northline Drive Suite I	Cornelius	NC	28031	704.439.3810
North Carolina	046 – Hearthstone Luxury Homes, LLC Number of building companies: 1	5718 Belmont Valley Court	Raleigh	NC	27612	919.900.7090
North Carolina	161 – Monterey Bay Construction Raleigh, LLC f/k/a 102 – Monterey Bay – Raleigh, LLC Number of building companies: 1	8321 Six Forks Road Suite 201	Raleigh	NC	27615	919.277.9921
North Carolina	117 – JWB, Inc. Number of building companies: 1	3960 Executive Park Boulevard, Unit 2	Southport	NC	28461	910.454.0709
North Carolina	144 – American Eagle Builders Asheville, Inc. Number of building companies: 1	23 South Main Street Suite 200	Travelers Rest	SC	29690	864.444-7794
Ohio	115 – Andrew Arthur Homes, LLC Number of building companies: 1	11094 Main Street	Cincinnati	OH	45241	513.659.8990
South Carolina	111 – Blue Ocean Luxury Homes, LLC Number of building companies: 1	23 Plantation Park Drive Suite 203	Bluffton	SC	29910	843.757.2300

STATE	FRANCHISEE	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NO.
South Carolina	108 – Coastal Premier Homes, LLC Number of building companies: 1	537 Long Point Road Suite 202	Mt. Pleasant	SC	29464	843.353.1989
South Carolina	157 – Monterey Bay Construction Myrtle Beach, LLC f/k/a 083 – Monterey Bay Homes, LLC Number of building companies: 1	7709 N. Kings Highway	Myrtle Beach	SC	29572	843.946.7120
South Carolina	104 – American Eagle Builders, Inc. Number of building companies: 1	23 South Main Street Suite 200	Travelers Rest	SC	29690	864.879.8081
Tennessee	135 – GenTech Construction, LLC Number of building companies: 1	820 Broad Street, Suite 400	Chattanooga	TN	37402	423.267.3373
Tennessee	107 & 153 – Ernst Group, LLC Number of building companies: 2	133 Indian Lake Road Suite 201	Hendersonville	TN	37075	615.822.1727
Texas	155 – DL Homes Group, LLC* Number of building companies: 1	2558 Waterbury Lane	Buffalo Grove	IL	60089	703.220.7265
Texas	152 – Pointe Royale Homes, LLC Number of building companies: 1	1401 W 23rd Street	Houston	TX	77008	214.789.9143
Texas	148 – Hamlet Luxury Homes, LLC Number of building companies: 1	300 Jackson Street	Richmond	TX	77469	832.434.2670

STATE	FRANCHISEE	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NO.
Virginia	134 – Ellington Custom Homes, LLC Number of building companies: 1	14300 Justice Road, #A	Midlothian	VA	23113	804.303.3321

*Denotes Franchise Agreement signed, franchise not open.
**Denotes left our system in 2024
+Denotes Name Change in 2024

EXHIBIT J
TO THE DISCLOSURE DOCUMENT

LIST OF FORMER FRANCHISEES

LIST OF FORMER FRANCHISEES

The following is a list of franchisees whose Franchise Agreements have either been terminated, canceled, not renewed or who otherwise have left the system during the 12-month period ending December 31, 2023, or who have not communicated with us within 10 weeks of the issuance date of this disclosure document:

Name of Franchisee	City	State	Zip Code	Telephone Number
138 -- Blake Building ARH, LLC.	Tampa	Florida	33609	813.873.1950
*149 – Dralle Signature Homes, LLC	Roswell	Georgia	30075	404.538.3833
130 – Joss Construction Group, LLC	Dublin	Ohio	43017	614.467.8733
136 -- Oakmont Custom Homes of TN, LLC	Lenoir City	Tennessee	37772	863.325.2553
146 -- MJR Royal Homes, LLC	Montgomery	Texas	77356	936.597.5445
150 – Southmoor Building Company, LLC	Stone Ridge	Virginia	20105	713.409.3483

*Left our system in 2024.

EXHIBIT K
TO THE DISCLOSURE DOCUMENT

MANUALS TABLE OF CONTENTS

MANUALS TABLE OF CONTENTS

The Table of Contents of our Manuals are divided by either section numbers or by page numbers.

Below are the number of pages for each Manual:

Accounting Manual..... 173 pages

Construction Scheduling Manual..... 11 pages

Purchasing Manual..... 87 pages

Jobs Manual ..... 258 Pages

Sales Systems Manual..... 290 pages

Statcast Manual..... 71 pages

Franchise Orientation Manual..... 223 pages

Warranty Manual ..... 20 pages

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- Reporting a Contract
- Assigning a Job Number
- Job Types
- Cancelling a Contract
- Determination of Refund Amount
- Job Cancellation

Section 3 – Purchase Orders and the Purchasing Menu
- Approve/Void Purchase Orders
- A/P Override Function
- Close Outstanding Purchase Orders

Section 4 – Jobs
- Creating New Jobs
- Job Screen
- Job Start and Close Screen
- Estimated GP Screen
- Job Receipts/Disbursement Screen
- Job Close
  - How to Close a Job
  - How to Keep a Job
- Job Reports
  - Adjusted Job Budget
  - GP Variance
  - Pre Job Close
  - Job Receipts/Disbursements
  - Cost to Complete
  - Work in Process
  - Customer Statement of Account (CSA)
  - Job List

Section 5 – Model Homes
- Model Under Construction – MDC
  - Costs During Construction
  - Model Furnishings
- Model Open to the Public – MDS
  - Model Home Carry Costs
  - Unsold Finished Model
  - Model Home Depreciation/Amortization
- Sold Model
- Accounting for Model Home Sold with a Leaseback Agreement

Section 6 – Lots

- How to Query a Lot
- How to Create a Lot
- How to Maintain and Budget for a Lot
  - Budgeting Rules for Each Lot Type
  - Cost Types
  - Budgeting for a Lot that has not yet been Acquired
  - Budgeting for a Lot that has been Acquired
- Treatment of Lot Holding Costs
- Lot Reports
  - Lot Receipts/Disbursements
  - Lot Detail
  - Available Lots
  - Lot Receipts and Disbursements Screen

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- Accounting for Job Costs
- Accounting for Fixed Expenses
- Accounting for Lot Costs
  - Lot Costs
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- Accounting for Inventory Home Carry Costs
- Accounting for Model Home Carry Costs
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- How to Create New Vendors
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- Monthly General Ledger Closing Procedures

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- Pay Sales Compensation Screen
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- Purchasing and CM Bonus Terms Screen
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Section 16 – General Ledger Source Codes

Section 17 – Standard Chart of Accounts

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EXHIBIT L
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REGISTERED COPYRIGHTS

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
ABACO 1157B	FDC	H	1-803-479	1-799-854	11/17/11
ABACO 1157B	FDC	H	11/29/12	11/29/12	11/29/12
ABACO 5101B	CORIAL	B	08/19/14	08/19/14	08/19/14
ACADIA 1306	SDC	B	1-911-631	1-911-629	06/23/14
ALICANTE 1017	FDC	T	1-711-504	1-713-211	10/30/08
AMALFI 1214B	FDC	B	1-830-721	1-830-728	06/20/12
AMELIA 1022	FDC	C	1-711-512	1-711-518	10/30/08
AMELIA 1024	FDC	C	1-711-543	1-711-538	10/30/08
AMELIA 1124B	FDC		1-782-330	1-793-329	07/15/11
AMELIA III (391)	FDC	A	848-379	848-378	08/21/97
AMELIA III (391)	FDC	B	848-379	848-378	08/21/97
AMELIA III (391)	FDC	D	989-968	989-967	02/01/00
AMELIA III (391)	FDC	M	1-166-213	1-166-214	10/01/02
AMELIA IV (487)	FDC	C	953-454	953-455	05/17/99
AMELIA IV (487)	FDC	A	1-035-061	1-035-062	01/24/00
AMELIA IV (487)	FDC	D	1-082-196	1-082-197	06/07/01
AMELIA IV (487)	FDC	L	1-122-971	1-122-972	03/18/02
ANASTASIA 1117F	FDC	S	1-802-369	1-803-436	11/17/11
ANASTASIA 1167	FDC	F	1-767-494	1-767-491	04/12/11
ANASTASIA 1167	FDC	B	1-812-395	1-812-708	01/23/12
ANASTASIA 1167	FDC	C	1-812-373	1-812-383	01/23/12
ANASTASIA 1167	FDC	S	1-812-368	1-812-384	01/23/12
ANASTASIA 1312b	FDC	A	1-911-676	1-911-655	06/23/14
ANDALUCIA (128)	FDC	L	1-284-958	1-284-959	10/14/04
ARAMO 1261B	FDC	M	1-853-629		03/18/13
AREZZO 1207B	FDC	T	1-848-562	1-848-567	01/16/13
ASHEVILLE 1131F	SDC	B	1-765-180	1-765-177	03/22/11
ASHEVILLE 1219F	SDC	D	1-820-312	1-820-303	05/14/12
ASHEVILLE 1267F	SDC	D	1-865-255	1-863-566	06/06/13
ASHEVILLE 1267F	SDC		1-890-696	1-890-688	01/23/14
ASHEVILLE 1271F	SDC	B	1-872-156	1-863-538	06/06/13
ASHEVILLE 1296F	SDC	D	1-902-019	1-903-252	04/23/14
ASHLAND 1030	SDC	B	1-765-846		03/18/11
ASHLAND 1030	SDC	C	1-765-846		03/18/11
ASPEN 1107B	FDC	A	1-759-137	1-759-135	01/25/11
ASPEN 1108B	FDC	A	1-762-576	1-796-355	01/25/11
ASTER 1148B	CORIAL	A	1-838-251		11/06/12

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
AUGUSTA 1037	FDC	C	1-674-778	1-674-777	06/09/09
AVALON 1104	FDC		1-761-692	1-761-696	02/22/11
AZALEA 1142F	CORIAL	B	1-838-253		11/06/12
BALLANTYNE 1353F	SDC	D	1-948-899	1-948-904	02/12/15
BARANO 1256B	FDC	M	1-853-249	1-853-634	03/18/13
BARDMOOR 1172	FDC		1-767-487	1-767-472	04/12/11
BARDMOOR 1203B	FDC		PENDING		01/16/13
BARDMOOR 1283F	FDC	B	1-874-199		07/15/13
BARDMOOR 1162B	FDC	D	1-769-222	1-767-495	04/12/11
BARDMOOR 1162B	FDC	E	1-830-646	1-812-695	07/23/12
BARDMOOR 1162B	FDC	S	1-875-156	1-875-163	09/06/13
BARDMOOR II (459)	FDC	H	989-966	989-965	02/02/00
BARDMOOR II (459)	FDC	C	1-051-565	1-051-564	12/26/00
BARDMOOR II (459)	FDC	D	1-051-565	1-051-564	12/26/00
BARDMOOR II (459)	FDC	M	1-166-219	1-166-220	10/01/02
BELIZE (179) 2 STORY	FDC	L	1-300-099	1-300-098	09/06/05
BELLAGIO II (112)	FDC	N	1-284-953	1-284-952	10/14/04
BERKLEY 1132	SDC	B	1-765-176	1-776-085	03/18/11
BERKLEY 1132	SDC	C	1-765-176		03/18/11
BERKLEY 1280F	SDC	A	1-890-403	1-890-404	01/23/14
BERMUDA 1129	FDC	A	1-769-240	1-769-232	04/12/11
BERMUDA 1129	FDC	B	1-769-240	1-769-232	04/12/11
BERMUDA 1129	FDC	L	1-798-645	1-799-866	12/02/11
BERMUDA 1129	FDC	M	1-945-795	1-799-857	12/02/11
BERMUDA 1168B	FDC	A	1-812-705		11/17/11
BERMUDA 1195B	FDC		1-848-361		01/16/13
BERMUDA 1196B	FDC		1-848-362		01/16/13
BERMUDA 1197	FDC	A	1-798-644		12/02/11
BERMUDA 1197B	FDC		1-855-562		01/16/13
BERMUDA 1198	FDC	A	1-798-643	1-798-644	12/02/11
BERMUDA 1200B	FDC	A	1-802-351		11/17/11
BERMUDA 1208B	FDC		1-812-698		01/06/12
BERMUDA 1216F	FDC	R	1-830-710	1-820-290	06/20/12
BERMUDA 1236B	FDC	T	1-848-587	1-848-591	01/16/13
BERMUDA 1314B	FDC	B	1-890-393		01/23/14
BERMUDA1236B	FDC	B R	1-933-432	1-933-431	11/06/14
BISCAYNE (336)	FDC	E	1-047-238	1-047-239	10/31/00
BISCAYNE (336)	FDC	D	1-166-224	1-166-223	10/01/02

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
BISCAYNE II (111)	FDC	E	1-194-170	1-194-171	05/05/03
BISCAYNE II (111)	FDC	M	1-194-172	1-194-173	05/05/03
BISCAYNE II (111)	FDC	N	1-194-174	1-194-175	05/05/03
BISCAYNE III(115)	FDC	E	1-366-325	1-366-324	09/06/05
BONAIRE (244)	FDC	A	1-082-212	1-082-213	06/15/01
BONAIRE III (117)	FDC	M	1-375-411	1-375-410	07/31/06
BONAIRE IV (087) *11X17	FDC	L	1-416-043	1-416-042	02/21/07
BONAIRE V (1001) *11X17	FDC	L	1-416-015	1-416-014	02/21/07
BORDEAUX 1221F	SDC	A	1-830-732		07/05/12
BRISTOL 1300F	SDC		1-890-395	1-890-396	01/23/14
BROOKDALE 1034F	SDC		1-840-604		11/05/12
BROOKDALE 1035F	SDC		1-749-372	1-749-369	11/18/10
BROOKDALE 1035F	SDC	A	1-765-150		03/22/11
BROOKDALE 1035F	SDC	B	1-765-150		03/22/11
BRUNSWICK 1085	FDC	A	1-711-632	1-711-629	10/30/08
CALAIS (470)	FDC	E	850-397	850-396	01/25/99
CALAIS (470)	FDC	D	953-849	953-850	05/21/99
CALAIS (470)	FDC	C	989-952	989-951	02/01/00
CALAIS (470)	FDC	H	989-952	989-951	02/01/00
CALAIS (470)	FDC	L	1-051-010	1-051-011	10/31/00
CALLAWAY 1073	FDC	C	1-674-760	1-674-763	06/09/09
CAMDEN 1212F	SDC	A	1-820-294	1-820-347	05/11/12
CAMELLIA 1146	CORIAL	A	1-802-348	1-799-756	11/09/11
CANCUN 1055B	FDC	B	1-761-709	1-761-714	02/22/11
CANCUN 1102	FDC	S	1-761-737	1-761-739	02/22/11
CANTERBURY 1176B	FDC	C	1-848-517	1-848-518	01/04/13
CAPRI (207)	FDC	F	1-300-103	1-300-102	09/06/05
CAPRINA 1189B	FDC		1-848-318		01/16/13
CAPTIVA 1293B	FDC	A C D	1-940-403	1-941-402	12/17/14
CAPTIVA 1293F	FDC	A C D	1-941-404	1-941-411	12/17/14
CARLISLE 1100F	FDC		1-749-006	1-749-005	11/18/10
CARLISLE 1100F	FDC	B	1-799-881	1-799-861	12/15/11
CARLISLE 1100F	FDC	E	1-798-633	1-798-635	12/15/11
CARMEL 1139B	FDC	A	1-798-646	1-802-324	11/09/11
CARMEL 1242B	FDC	B	1-853-259	1-853-633	03/18/13
CARRINGTON 1151F	SDC	A	1-765-832	1-765-831	03/18/11
CARRINGTON 1151F	SDC	B	1-812-380	1-812-414	01/23/12
CARRINGTON 1151F	SDC	C	1-812-419	1-812-382	01/23/12

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CARRINGTON 1151F	SDC	F	1-812-380		01/23/12
CASTELLINA 1238B	FDC	P	1-848-557	1-848-560	01/16/13
CASTELLINA 1238B	FDC		1-85-141		06/06/13
CASTELLINA 1238B	FDC	E	1-903-549	1-903-548	04/23/14
CASTELLINA 1238B	FDC	M	1-903-557	1-903-551	04/23/14
CASTELLINA 1272B		R	1-885-141	1-885-141	06/03/13
CASTELLINA 1272B	FDC	B	1-941-400	1-941-398	12/17/14
CASTLEBERRY 1113	SDC	A	1-765-172	1-765-171	03/18/11
CASTLEBERRY 1113	SDC	B	1-765-172	1-765-171	03/18/11
CASTLEBERRY 1113F	SDC	B	1-840-637	1-840-638	10/12/12
CASWELL 1318	SDC	A	1-915-118	1-915-117	06/23/14
CATALINA VI (157)	FDC	N	1-318-988	1-318-987	06/21/05
CATANIA 1259B	FDC	R	1-933-373	1-933-372	11/06/14
CAYMAN 1153B	FDC	A	1-812-703	1-802-332	11/09/11
CHAMBERY 1328F	FDC	A&B	1-911-681	1-911-633	06/23/14
CHESTERFIELD 1041	SDC	A	1-765-169		03/18/11
CHESTERFIELD 1041	SDC	B	1-765-169		03/18/11
CHESTNUT 1077B	FDC		1-838-249		11/05/12
CLIFTON 1182F	SDC		1-857-260		01/04/13
CLOVER 1199F	CORIAL	C	1-848-364		01/16/13
COLUMBIA 1058B	FDC		1-840-603	1-840-639	11/05/12
COLUMBIA 1105B	FDC	A	1-761-745	1-761-742	02/09/11
COLUMBIA 1106	FDC	A	1-761-727	1-761-733	02/22/11
COQUINA (136)	FDC	B	1-284-948	1-284-949	10/14/04
COQUINA 1103B	FDC	E	1-759-118	1-759-121	01/26/11
COQUINA 1103B	FDC	F	1-759-118	1-759-121	01/26/11
COQUINA 1103B	FDC	C	1-765-841	1-765-838	03/18/11
COQUINA 1103B	FDC	P	1-765-841	1-765-838	03/18/11
COQUINA 1128	FDC	A	1-767-470	1-767-334	04/15/11
COQUINA 1128	FDC	C	1-767-470	1-767-334	04/15/11
COQUINA 1128	FDC	B	1-830-719	1-830-722	08/08/12
COQUINA 1128	FDC	M	1-830-719	1-830-722	08/08/12
COQUINA 1137	FDC	A	1-767-566	1-767-502	04/12/11
COQUINA 1137	FDC	B	1-799-880		12/15/11
COQUINA 1137	FDC	C		1-799-849	12/15/11
COQUINA 1137B	FDC	D	1-902-002	1-902-015	04/10/14
COQUINA 1137F	FDC	B	1-807-468		12/28/11
COQUINA 1137F	FDC	C	1-812-688		12/28/11

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
COQUINA 1177B	FDC	P	1-782-336	1-793-330	11/15/11
COQUINA 1177B	FDC	C	1-830-720	1-830-750	08/08/12
COQUINA 1177B	FDC	M	1-830-720	1-830-750	08/08/12
COQUINA 1178B	FDC		1-857-250		01/04/13
COQUINA 1226F	FDC	B	1-830-645	1-830-647	09/24/12
COQUINA 1226F	FDC	A	1-885-142	1-887-735	10/14/13
COQUINA 1226F	FDC	C	1-902-024	1-902-345	
COQUINA 1226F	FDC	D	1-957-042	1-948-211	02/12/15
COQUINA 1232B	FDC	P	1-855-054	1-848-553	01/16/13
COQUINA 1232B	FDC	R	1-902-270	1-902-017	04/09/14
COQUINA 1263B	FDC	E & S	1-911-692	1-911-686	06/10/14
COQUINA 1273B	FDC	E	1-885-312	1-863-543	06/06/13
COQUINA 1273B	FDC	B R	1-928-868	1-928-863	09/25/14
COQUINA 1305F	FDC	C	1-903-690	1-903-686	02/14/14
COQUINA 1354F	FDC	B	1-920-892	1-920-955	08/19/14
COQUINA V (1010)	FDC	P	1-651-681	1-651-693	02/08/08
CORDOVA (5512)	FDC	F	1-651-750	1-651-749	02/08/08
CORSICA (119)	FDC	N	1-355-199	1-355-198	03/31/06
CORTINA 1299F	FDC	T	1-890-399	1-890-398	01/23/14
CORTINA 1315B	FDC	T	1-903-683	1-903-338	02/12/14
COVINGTON 1125	SDC	A	1-765-147		03/18/11
COVINGTON 1125	SDC	B	1-765-147		03/18/11
COVINGTON 1174F	SDC		1-857-254		01/04/13
COVINGTON 1304F	FDC	A	1-911-215	1-911-216	05/19/14
CRESTWOOD 1184F	FDC		1-855-227		01/04/13
CYPRESS (134)	FDC	C	1-284-974	1-284-975	10/14/04
CYPRESS 1155B	FDC	A	1-840-640		11/06/12
CYPRESS II (137)	FDC	E	1-284-968	1-284-969	10/14/04
DAHLIA 1149B	CORIAL	A	1-802-344	1-802-346	11/09/11
EDGEWATER 1158B	SDC	C	1-848-367		11/29/12
ELM 1217	FDC	E	1-889-797	1-889-804	12/13/13
ELM 1217B	FDC	A, B	1-848-527		01/16/13
FAIRFIELD (150)	FDC	C	1-300-109	1-300-108	09/06/05
FAIRVIEW 1268	SDC	A	1-911-683	1-911-617	06/23/14
FLEETWOOD 1316	SDC	A&C	1-911-634	1-911-685	06/23/14
GRAND POINT 1114	SDC	A, B	1-765-148	1-776-092	03/18/11
GRAND VISTA III (5030)	FDC	M	1-712-159	1-712-160	10/30/08
GREENBRIER 1087 F	FDC	L	1-712-162	1-712-165	10/30/08

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
GULFPORT 1093 F	FDC	A	1-674-772	1-674-775	06/09/09
GULFPORT 1093 F	FDC	N	1-674-772	1-674-775	06/09/09
GULFPORT 1211 F	FDC	T	1-820-308	1-820-323	05/14/12
GULFPORT 1211 F	FDC	M	1-889-805		12/11/13
HAMPTON 1086F	SDC	A	1-820-335		05/14/12
HEATHER 1262F	CORIAL		1-888-824	1-888-825	11/01/13
HEATHER 1310F	CORIAL	B	1-889-803	1-889-800	12/09/13
HOLLY 1170B	FDC		1-857-243		11/29/12
HUNTINGTON 1064	SDC	A	1-765-155		03/18/11
HUNTINGTON 1064	SDC	B	1-765-155		03/18/11
IBIS (133)	FDC	M	1-284-954	1-284-955	10/14/04
IRIS 1150B	CORIAL	A	1-802-343	1-812-691	11/09/11
JACARANDA IV (149)	FDC	L	1-300-096	1-300-097	09/06/05
JACARANDA V (412)	FDC	N	1-355-191	1-355-190	03/31/06
JASMINE 1130	CORIAL	B	1-812-241	1-769-219	04/12/11
JASMINE 1130	CORIAL	C	1-812-163	1-812-247	01/23/12
JASMINE 1136B	CORIAL	A		1-798-641	12/02/11
JASMINE 1136B	CORIAL	B	1-816-897	1-830-640	07/23/12
JASMINE 1215F	CORIAL	A	1-848-576		01/16/13
JUNIPER 1144B	FDC	B	1-767-500	1-769-243	04/12/11
JUNIPER 1144B	FDC	A	1-799-876	1-812-709	11/17/11
JUNIPER 1144B	FDC	C	1-799-876	1-812-709	11/17/11
JUNIPER 1144B	FDC	D	1-902-013	1-902-010	04/10/14
KEYSTONE 1307	SDC	A&B	1-915-107	1-915-113	06/23/14
KINGFISHER 1161F	FDC	A	1-848-350	1-848-351	11/29/12
LAFAYETTE 1298	SDC	A&B	1-911-625	1-911-619	06/23/14
LAUREL 1163B	FDC	A	1-848-476	1-848-477	11/29/12
LAUREL 1163B	FDC	E	1-848-476	1-848-477	11/29/12
LEXINGTON 1096	FDC	B	1-682-856	1-682-853	09/29/09
LIBERTY 1190B	FDC		1-848-327		01/16/13
LIBERTY 1191B	FDC		1-848-331		01/16/13
LORRAINE 1260	SDC	D	1-911-615	1-911-618	06/23/14
LOTUS 1225B	CORIAL	A	1-830-639	1-830-638	08/20/12
LOTUS 1225B	CORIAL	C	1-911-208	1-911-211	05/19/14
LOTUS 1225B	CORIAL	B	1-911-695	1-911-665	06/06/14
LOTUS 5122B	CORIAL	A B C	1-928-904	1-928-861	09/25/14
LUCERNE 1213B	FDC	A	1-848-570	1-848-574	01/16/13
LUCERNE 1213B	FDC	C	1-848-570	1-848-574	01/16/13
MADISON 1045F	SDC	A	1-759-207	1-759-147	01/19/11

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
MADISON 1045F	SDC	B	1-759-207	1-759-147	01/19/11
MAGNOLIA 1115B	FDC	A	1-759-117	1-759-115	01/26/11
MAGNOLIA 1120	FDC		1-765-772	1-765-774	03/18/11
MAGNOLIA 1121	FDC		1-765-837	1-765-834	03/18/11
MAGNOLIA 1122	FDC		1-765-784	1-765-780	03/18/11
MARBELLA 1208B	FDC	T	1-830-756	1-820-315	07/23/12
MARBELLA 1208B	FDC	E	1-911-213	1-911-210	05/19/14
MARBELLA 1254B	FDC		1-853-246		03/18/13
MARBELLA 1317	FDC	E	1-902-021	1-902-000	02/13/14
MARBELLA III 1334B	FDC	E	1-920-936	1-920-931	08/19/14
MARSEILLE 1210F	FDC	B	1-840-606	1-840-605	10/26/12
MARTINIQUE 1145B	FDC	A	1-769-242	1-767-475	04/12/11
MARTINIQUE 1145B	FDC	C	1-830-711	1-830-708	07/02/12
MARTINIQUE 1145B	FDC	S	1-830-711	1-830-708	07/02/12
MARTINIQUE 1159B	FDC	C	1-857-245	1-855-237	11/29/12
MAY RIVER 1294F	FDC	D	1-945-186	1-945-144	01/15/15
MAY RIVER 1367F	FDC	C	1-945-151	1-945-188	01/15/15
MESSINA 1295B	FDC	T	1-890-406	1-890-741	01/23/14
MESSINA 1295B	FDC	E P	1-945-159	1-945-162	01/15/15
MILAN II (5006)	FDC	D	1-416-031	1-416-030	02/21/07
MIRAMAR 1223B	FDC	S	1-830-718	1-830-706	09/24/12
MIRAMAR 1223B	FDC	E	1-885-227	1-885-226	09/17/13
MIRAMAR 1223B	FDC	T	1-885-227	1-885-226	09/17/13
MIRAMAR 1223F	FDC	S	1-880-959	1-880-958	09/17/13
MIRAMAR 1223F	FDC	E	1-880-959	1-880-958	09/17/13
MIRAMAR 1223F	FDC	T	1-880-959	1-880-958	09/17/13
MIRASOL (122)	FDC	K	1-194-150	1-194-151	05/05/03
MIRASOL (122)	FDC	M	1-194-152	1-194-153	05/05/03
MIRASOL (122)	FDC	N	1-194-154	1-194-155	05/05/03
MIRASOL 1067	FDC	T	1-712-180	1-712-175	10/30/08
MIRASOL 1091	FDC	K	1-712-185	1-712-184	10/30/08
MIRASOL 1171	FDC	E	1-767-464	1-767-458	04/15/11
MIRASOL 1205F	SDC	A	1-820-319	1-830-742	07/23/12
MIRASOL II (129)	FDC	E	1-194-146	1-194-147	05/05/03
MIRASOL II (129)	FDC	N	1-194-148	1-194-149	05/05/03
MONACO 1248B	FDC	B	1-853-256	1-853-630	03/18/13
MONOCO 1248B	FDC	D F	1-928-841	1-928-843	09/25/14
MONTALCINO 1303B	FDC	T	PENDING	1-945-126	01/15/15

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
MONTALCINO 1303F	FDC	T	1-890-551	1-890-546	01/23/14
MONTALCINO 1303F	FDC	E S	1-948-226	1-948-228	02/12/15
MONTECITO II 1281B	FDC	S	1-911-630	1-911-657	06/23/14
MONTEGO 1308	FDC	A	1-890-405	1-890-407	02/13/14
MONTEREY 1290B	FDC	A	1-911-689	1-911-694	06/10/14
MULBERRY 1165B	FDC	B	1-848-483	1-848-485	11/29/12
MYRTLE 1169B	FDC		PENDING	1-855-546	11/29/12
NASSAU 1038	FDC	D	1-712-565	1-712-563	10/30/08
NASSAU 1044	FDC	D	1-712-446	1-712-443	10/30/08
NORMANDY 1240	SDC	B	1-911-621	1-911-628	06/23/14
NOVARA 1276B	FDC		1-883-597		06/06/13
NOVARA 1292B	FDC		1-890-401	1-890-400	01/23/14
OAKDALE 1046	SDC	A	1-765-844		03/18/11
OAKDALE 1046	SDC	B	1-765-844		03/18/11
OAKMONT (5028)	FDC	S	1-712-453	1-712-456	10/30/08
OLEANDER 1164B	CORIAL	A	1-848-478	1-848-482	11/29/12
OXFORD 1016	SDC	A	1-765-168		03/18/11
OXFORD 1016	SDC	B	1-765-168		03/18/11
PIENZA 1249B	FDC		1-855-542		1-21-13
PINEBROOK 1335F	SDC	A	1-911-206	1-915-121	06/23/14
PINEHURST 1036	FDC	C	1-682-802	1-682-798	07/29/09
PINEHURST 1057B	FDC	A	1-759-146	1-759-145	01/25/11
PINEHURST 1109	FDC	A&B	1-793-327	1-793-325	03/18/11
PINEHURST 1111	FDC	S	1-765-826	1-765-786	03/18/11
PINEHURST 1112	FDC	S	1-765-845		03/18/11
PINEHURST 1141	FDC	B	1-799-862	1-799-865	11/09/11
PLAN 1179F	FDC		1-857-247		01/04/13
PLAN 1237B	FDC		1-840-617		11/02/12
PLAN 1238B	FDC		1-840-608		11/02/12
PLAN 1243B	FDC		1-840-634		11/02/12
PLAN 1244B	FDC		1-840-633		11/02/12
PLAN 1245B	FDC		1-840-630		11/02/12
PLAN 1246B	FDC		1-840-629		11/02/12
PLAN 1249B	FDC		1-855-542		01/21/13
PLAN 1251B	FDC		1-853-257		03/18/13
PLAN 1252F	FDC		1-872-157		04/16/13
PLAN 1253B	FDC	B	1-853-253	1-853-628	03/18/13
PLAN 1255B	FDC		1-855-568		01/07/13
PLAN 1258B	FDC		1-855-567		01/07/13

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
PLAN 1259B	FDC		1-853-247		03/18/13
PLAN 1262F	FDC		1-853-320		03/08/13
PLAN 1263B	FDC		1-853-319		03/08/13
PLAN 1264F	FDC		1-853-317		03/08/13
PLAN 1266B	FDC		1-872-154		06/06/13
MONTECITO 1269B	FDC	B	1-885-310	1-863-539	05/17/13
PLAN 1270B	FDC		1-885-309		05/17/13
PLAN 1270B	FDC		1-885-319	1-863-552	06/06/13
PLAN 1274F	FDC		1-874-250		07/17/13
PLAN 1278B	FDC	A	1-874-252	1-874-239	08/27/13
PLAN 1281B	FDC		1-874-242		06/24/13
PLAN 1284B	FDC		1-874-202		08/27/13
PLAN 1285B	FDC		1-874-205		08/27/13
PLAN 1286B	FDC		1-874-248		07/17/13
PLAN 1287B	FDC		1-874-236		08/27/13
PLAN 1289B	FDC		1-874-244		08/27/13
PLAN 1294F	FDC		1-875-048		09/06/13
PLAN 1301B	FDC	P	1-888-967	1-888-966	11/13/13
PLAN 1308B	FDC		1-890-405	1-890-407	01/23/14
PLAN 1327F	FDC		1-911-673	1-911-698	05/27/14
PLAN 1337B	FDC		1-911-612		05/06/14
PLAN 1341	FDC	E	1-933-309	1-933-308	11/06/14
PLAN 1364B	FDC	A	1-928-857	1-928-896	10/15/14
PLAN 4163 Custom Courtyard Home for The Concession	FDC		1-880-704		09/13/13
PORT ROYALE 1277F	SDC	A	1-953-694	1-953-696	01/23/14
PORTOFINO IV (144)	FDC		1-284-942	1-284-943	10/14/04
PROVENCE 1228F	FDC	M	1-848-542	1-855-059	01/16/13
PROVIDENCE 1185F	SDC	A	1-848-513	1-848-514	01/04/13
RALEIGH 1020F	SDC		1-749-384	1-749-377	11/18/10
RAVENNA 1291B	SDC		1-874-226	1-874-245	08/27/13
RAVENNA 1313	SDC	T	1-903-701	1-903-692	02/13/13
RICHMOND 1015	FDC	B	1-761-720	1-761-723	02/22/11
RICHMOND 1015	FDC	C	1-761-720	1-761-723	02/22/11
RIVERDALE 1209F	SDC	A	1-830-713	1-820-337	05/14/12
RIVERDALE 1324F	FDC	B	1-902-032	1-902-025	04/10/14
ROSSANNO 5201B	CORIAL	B	1-920-908	1-920-901	08/19/14
ROYAL 1192B	FDC		1-848-358		01/16/13
SADDLEBROOK 1160F	SDC	B	1-848-345	1-848-348	11/29/12

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
SAGE 1140F	FDC	B	1-838-275		11/06/12
SALERNO (147)	FDC	E	1-284-970	1-284-971	10/14/04
SAN LUCAS (270)	FDC	M	1-047-244	1-047-245	10/31/00
SAN LUCAS (270)	FDC	L	1-166-233	1-166-234	10/01/02
SAN LUCAS (270)	FDC	N	1-166-236	1-166-235	10/01/02
SAN REMO (231)	FDC	C	1-375-388	1-375-389	07/31/06
SANDPIPER 1126F	FDC	B	1-776-090	1-776-094	06/01/11
SANDPIPER 1126F	FDC	A	1-830-704	1-830-740	07/23/12
SANDPIPER 1135F	FDC	A	1-744-499	1-767-914	11/05/10
SAVANNAH 1021	FDC	B	1-687-392	1-687-395	09/15/09
SAVANNAH 1021	FDC	C	1-687-392	1-687-395	09/15/09
SAVANNAH 1175F	FDC	B	1-848-521		01/04/13
SCHOONER 1193B	FDC		1-848-307		01/16/13
SCHOONER 1194B	FDC		1-848-360		01/16/13
SEABROOK 1007	FDC	E	1-712-776	1-712-774	10/30/08
SEABROOK 1082	FDC	D	1-687-403	1-687-404	09/15/09
SEABROOK 1082	FDC	S	1-687-403	1-687-404	09/15/09
SEABROOK 1082	FDC	T	1-687-403	1-687-404	09/15/09
SEABROOK 1119B	FDC		1-838-247		11/05/12
SEABROOK 1154B	FDC	E	1-838-235		11/06/12
SEABROOK II (450)	FDC	A	1-051-557	1-051-556	12/26/00
SEABROOK II (450)	FDC	B	1-051-557	1-051-556	12/26/00
SEABROOK II (450)	FDC	C	1-082-215	1-082-214	06/15/01
SEABROOK VI (1083)	FDC	H	1-713-158	1-713-157	10/30/08
SEDONA 5200B	CORIAL	C, B	1-920-924	1-920-957	08/19/14
SEVILLE 1110B	FDC	A	1-749-013	1-749-008	11/18/10
SEVILLE 1116F	FDC	S	1-838-252		11/05/12
SHEARWATER 1230F	FDC	B	1-848-531	1-848-533	01/21/13
SHEARWATER 1230F	FDC	C	1-928-898	1-928-819	09/25/14
SHEARWATER 1230F	FDC	E	1-933-388	1-933-386	11/06/14
SIENNA 1220B	FDC	B	1-820-317	1-820-287	06/20/12
SIENNA 1220B	FDC	C	1-830-643	1-875-151	09/06/13
SIENNA 1220B	FDC	D	1-830-643	1-875-150	09/06/13
SIENNA 1231B	FDC		1-840-635		11/02/12
SIENNA 1233F	FDC		1-840-624		11/02/12
SILLANO 1250B	FDC		1-855-561		01/21/13
SILVER OAK 1222F	SDC		1-848-580	1-848-581	01/23/13
SOMERSET 1239F	FDC	A B C	1-945-183	1-945-185	01/15/15

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
SORRENTO (116)	FDC	M	1-375-423	1-375-422	07/31/06
SOUTHPORT 1297	SDC	A	1-911-680	1-911-653	06/23/14
SPINNAKER 1156B	FDC		1-848-310	1-848-365	11/29/12
SPRINGDALE 1218B	FDC	D	1-920-942	1-920-956	08/19/14
SPRINGDALE 1218F	FDC	B	1-853-252	1-853-632	03/18/13
SPRINGDALE 1218F	FDC	E, D	1-920-918	1-920-952	08/19/14
SPRINGFIELD 1018F	SDC	A	1-761-684	1-761-752	02/09/11
SPRINGFIELD 1018F	SDC	B	1-761-684	1-761-752	02/09/11
SPRINGFIELD 1019F	SDC	A	1-820-344		05/14/12
SPRINGFIELD 1178B	SDC	B	1-848-509	1-848-511	01/04/13
ST. AUGUSTINE 1032	FDC	L	1-713-171	1-713-170	10/30/08
ST. AUGUSTINE 1033	FDC	M	1-713-182	1-713-188	10/30/08
ST. AUGUSTINE 1053	FDC	R	1-713-189	1-713-190	10/30/08
ST. AUGUSTINE 1056B	FDC	S	1-840-602		11/05/12
ST. AUGUSTINE 1095B	FDC	P	1-759-112	1-759-057	01/26/11
ST. AUGUSTINE 1101B	FDC		1-840-601		11/05/12
ST. AUGUSTINE 1123F	FDC	R	1-761-751	1-761-750	02/09/11
ST. AUGUSTINE 1123F	FDC	L	1-769-224	1-769-227	04/12/11
ST. AUGUSTINE 1201B	FDC	E	1-803-438	1-803-476	11/17/11
ST. AUGUSTINE 1201B	FDC	L	1-830-765	1-875-147	09/06/13
ST. AUGUSTINE 1201B	FDC	M	1-830-765		08/22/12
ST. AUGUSTINE 1202B	FDC	L	1-848-561		01/16/13
ST. AUGUSTINE IV (447)	FDC	D	897-088	897-089	05/04/98
ST. AUGUSTINE IV (447)	FDC	F	897-088	897-089	05/04/98
ST. AUGUSTINE IV (447)	FDC	G	897-088	897-089	05/04/98
ST. AUGUSTINE IV (447)	FDC	C	1-047-246	1-047-247	10/30/00
ST. AUGUSTINE IV (447)	FDC	E	1-047-246	1-047-247	10/31/00
ST. AUGUSTINE IV (447)	FDC	H	1-047-246	1-047-247	10/31/00
ST. AUGUSTINE IV (447)	FDC	L	1-047-246	1-047-247	10/31/00
ST. AUGUSTINE VI (315)	FDC	L	1-047-250	1-047-251	10/31/00
ST. AUGUSTINE VI (315)	FDC	N	1-047-250	1-047-251	10/31/00
ST. AUGUSTINE VI (315)	FDC	D	1-122-970	1-122-969	03/18/02
ST. AUGUSTINE VI (315)	FDC	K	1-122-970	1-122-969	03/18/02
ST. AUGUSTINE VI (315)	FDC	M	1-122-970	1-122-969	03/18/02
ST. AUGUSTINE VII (127)	FDC	L	1-300-113	1-300-112	09/06/05
ST. CROIX (594)	FDC	G	1-375-413	1-375-412	07/31/06
ST. CROIX 594 - 3 STORY	FDC	G	1-687-402	1-687-400	09/15/09
ST. CROIX 594 - 3 STORY	FDC	H	1-687-402	1-687-400	09/15/09
ST. CROIX 594 - 3 STORY	FDC	K	1-687-402	1-687-400	09/15/09

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
ST. JOHN (178) 2 STORY	FDC	L	1-300-101	1-300-100	09/06/05
ST. REGIS (1075)	FDC	C	1-723-192	1-713-197	10/30/08
ST. TROPEZ 1002F	FDC	G	1-761-749	1-761-748	02/09/11
ST. TROPEZ 1080 (BERKELEY 1050)	FDC	M	1-713-205	1-713-202	10/30/08
ST. TROPEZ II (125)	FDC	D	1-194-164	1-194-165	05/05/03
ST. TROPEZ II (125)	FDC	M	1-194-164	1-194-165	05/05/03
ST. TROPEZ II (125)	FDC	N	1-194-166	1-194-167	05/05/03
ST. TROPEZ III (148)	FDC	E	1-284-976	1-284-977	10/14/04
ST. TROPEZ V (5004)	FDC	D	1-416-037	1-416-036	02/21/07
ST. VINCENT II (223)	FDC	N	1-168-117	1-168-118	07/22/02
ST. VINCENT II (223)	FDC	C	1-168-129	1-168-130	07/22/02
ST. VINCENT II (223)	FDC	M	1-168-132	1-168-131	07/22/02
STONYBROOK 1166F	SDC	A	1-848-487		11/29/12
SUMMERDALE 5320F	CORIAL	B	PENDING	1-950-584	02/12/15
SUMMERLIN 1274B	FDC	A B C	1-941-391	1-941-385	12/17/14
SUMMERLIN 1274F	SDC	B	1-928-901	1-928-866	09/25/14
THE CASWELL 1279F	SDC		1-890-389	1-890-392	01/23/14
THE PALENCIA 5202B	CORIAL		1-890-150	1-890-151	01/23/14
TOPSAIL 1322F	SDC	A&B	1-915-122	1-915-123	06/23/14
TRADEWINDS 1060B	FDC	D	1-759-144	1-762-582	01/25/11
TRADEWINDS 1079	FDC	E	1-713-206	1-713-209	10/30/08
TRADEWINDS 1081	FDC	D	1-687-312	1-687-310	09/15/09
TRADEWINDS 1081	FDC	S	1-687-312	1-687-310	09/15/09
TRADEWINDS 1081	FDC	T	1-687-312	1-687-310	09/15/09
TRADEWINDS 4B/D (438)	FDC	A	897-061	897-060	05/04/98
TRADEWINDS 4B/D (438)	FDC	C	897-061	897-060	05/04/98
TRADEWINDS 4B/D (438)	FDC	D	897-061	897-060	05/04/98
TRADEWINDS 4B/D (438)	FDC	E	897-061	897-060	05/04/98
TRADEWINDS 4B/D (438)	FDC	F (938)	1-050-926	1-050-925	12/04/00
TRADEWINDS III (299)	FDC	C	1-051-562	1-051-563	12/26/00
TRADEWINDS III (299)	FDC	M	1-051-562	1-051-563	12/26/00
TRADEWINDS III (299)	FDC	A	1-166-242	1-166-241	10/01/02
TRADEWINDS III (299)	FDC	D	1-166-242	1-166-241	10/01/02
TREYMORE 1183F	SDC		1-857-258		01/04/13
TRINIDAD 1138B	FDC	A	1-838-254		11/06/12
TRINIDAD 1147B	FDC	A	1-838-232		11/06/12
TURNBERRY II 1336B	FDC	B	1-911-701	1-911-697	05/27/14
TUSCANY 1052	FDC	E	1-682-870	1-682-875	07/29/09

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
TUSCANY II (499)	FDC	C	996-943	996-944	02/28/00
TUSCANY II (499)	FDC	M	1-121-753	1-121-754	03/18/02
VALENCIA 1143B	FDC	A	1-830-739	1-830-744	07/23/12
VALENCIA 1180B	FDC	N	1-121-753	1-121-754	03/18/02
VALENCIA 1180B	FDC	E	1-799-879	1-875-149	09/06/13
VALENCIA 1180B	FDC	B	1-830-648		09/14/12
VALENCIA 1180B	FDC	B, S	1-848-586		01/09/13
VERONA (491)	FDC	E	1-375-402	1-375-403	07/31/06
VILANO 1025	FDC	F	1-682-888	1-683-121	07/29/09
VINOY II (321)	FDC	N	1-375-404	1-375-405	07/31/06
WILLOWBROOK 1133	SDC	A	1-765-165	1-875-231	09/06/13
WILLOWBROOK 1133	SDC	B	1-765-165	1-875-046	09/06/13
WINDWARD 1275F	FDC		1-885-311		06/06/13
WINDWARD 1302F		C	PENDING	PENDING	02/13/13
WINDWARD 1302F	FDC	C	PENDING	1-903-343	
WOODBRIDGE 1134	SDC	B	1-765-163		03/18/11
WOODBRIDGE 1282F	SDC	B	1-874-246	1-874-243	08/27/13
WOODCLIFF 1173F	SDC	D	1-782-331	1-793-345	11/15/11
WOODCLIFF 1186F	SDC	D	1-848-499	1-848-500	01/04/13
WOODCLIFF 1188F	SDC	D	1-848-503	1-848-505	01/04/13
WRIGHTSVILLE 1358F	SDC	B	1-948-897	1-948-901	02/12/15
WYNTREE (139)	FDC	E	1-300-110	1-300-111	09/06/05
BROOKSTONE 1361F	SDC	A	1-947-571	1-947-570	03/18/15
CASTELBERRY 1330F	SDC	B	1-947-951	1-947-968	03/18/15
WILLOWBROOK 1346F	SDC	A, B	1-948-003	1-947-998	03/18/15
SOMERSET 1343F	SDC	A, B, C	1-947-662	1-947-681	03/18/15
PROVIDENCE 1348F	SDC	A, B	1-947-898	1-947-652	03/18/15
EDISTO 1351F	SDC	A, B	1-947-581	1-947-578	03/18/15
ASHEVILLE 1219F	SDC	A, B	1-947-574	1-947-572	03/18/15
BORDEAUX 1329F	SDC	B	1-947-947	1-947-959	03/18/15
DEER VALLEY 1319F	SDC	A, B	1-947-944	1-947-945	03/18/15
ASHEVILLE 1219F	SDC	B, C	1-947-915	1-947-936	03/18/15
RIVERDALE 1345F	SDC	A, B, C	1-947-594	1-947-599	03/18/15
CASWELL 1359F	SDC	B	1-947-595	1-947-722	03/18/15
ACADIA 1306F	SDC	A	1-947-587	1-947-593	03/18/15
CASWELL 1279F	SDC	A, B, C, D	1-948-590	1-947-584	03/18/15
BERKELEY 1280F	SDC	B	1-947-583	1-947-673	03/18/15

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
BRISTOL 1300F	SDC	B, C	1-947-617	1-947-670	03/18/15
PORT ROYAL 1277F	SDC	B	1-947-582	1-947-616	03/18/15
HATTERAS 1320F	SDC	B	1-947-569	1-947-566	03/18/15
HILLIARD 1339F	SDC	C	1-947-665	1-947-607	03/18/15
BLUE RIDGE 1321F	SDC	A	1-947-565	1-947-563	03/18/15
FRANKLIN 1366F	SDC	D	1-947-614	1-947-621	03/18/15
ASHEVILLE 1267F	SDC	C, B	1-947-907	1-947-654	03/18/15
LORRAINE 1374F	SDC	D	1-947-923	1-947-904	03/18/15
LORRAINE 1260F	SDC	C	1-947-933	1-947-978	03/18/15
RIVERDALE 1209F	SDC	B, C	1-947-663	1-948-007	03/18/15
FAIRVIEW 1331F	SDC	A	1-947-996	1-947-668	03/18/15
VERSAILLES 1338F	SDC	B	1-947-984	1-947-991	03/18/15
WOODCLIFF 1332F	SDC	D	1-947-972	1-947-974	03/18/15
ASHEVILLE 1296F	SDC	A, B	1-947-963	1-947-999	03/18/15
SILVER OAK 1222F	SDC	B	1-948-005	1-947-592	03/18/15
BORDEAUX 1221F	SDC	C	1-948-001	1-947-763	03/18/15
MONTAGUE 1355F	SDC	A, B	1-947-609	1-947-613	03/18/15
RAVENNA 1291F	SDC	R S	1-947-576	1-947-575	03/18/15
NOVARA 1276F	FDC	E R T	1-957-377	1-957-378	04/28/15
NOVARA 1276B	FDC	R T	1-957-268	1-957-258	04/28/15
MARBELLA 1334F	FDC	E R B	1-957-387	1-957-284	04/28/15
MARBELLA 1334B	FDC	E R B	1-957-386	1-957-310	04/28/15
PLAN 1393F	FDC	A	1-957-309	1-957-308	04/28/15
TURNBERRY 76 1340B	FDC	C	1-957-307	1-957-305	04/28/15
SANTA MONICA 1362B	FDC	P	1-957-304	1-957-303	04/28/15
COQUINA 1352F	FDC	A B C	1-957-302	1-957-301	04/28/15
COQUINA 1383F	FDC	B	1-957-300	1-957-381	04/28/15
CORTINA 1299F	FDC	D	1-957-382	1-957-297	04/28/15
CORTINA 1299B	FDC	D	1-957-296	1-957-293	04/28/15
NOVARA 1292F	FDC	E R T	1-957-292	1-957-290	04/28/15
NOVARA 1292B	FDC	R T	1-957-289	1-957-383	04/28/15
COQUINA 1383F	FDC	B	1-957-288	1-957-285	04/28/15
MONTEGO 1308F	FDC	A	1-957-367	1-957-369	04/28/15
KENSINGTON 1327B	FDC	B	1-957-370	1-957-371	04/28/15
RAVENNA 1291F	FDC	E R S T	1-957-373	1-957-374	04/28/15
MONTECITO 1269F	FDC	B S T	1-957-385	1-957-376	04/28/15
CORTINA 1299F	FDC	B C M S	1-957-280	1-957-279	04/28/15

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
CORTINA 1299B	FDC	B C M S T	1-957-384	1-957-372	04/28/15
NOVARA 1276B	FDC	R T	1-957-379	1-957-380	04/28/15
AMALFI 1342B	FDC	T B P	1-960-105	1-960-107	06/22/15
TURTLE BAY 1385B	FDC	B	1-960-109	1-960-114	06/22/15
KENSINGTON 1327F	FDC	C E	1-970-720	1-960-138	06/22/15
KENSINGTON 1327B	FDC	B C E	1-970-716	1-960-146	06/22/15
CASTELLINA 1394F	FDC	E	1-960-148	1-960-149	06/22/15
CALISTOGA 1393F	FDC	A	1-960-151	1-960-087	06/22/15
THE MAY RIVER 1368F	FDC	C	1-982-861	1-960-152	06/22/15
COQUINA 1354B	FDC	B	1-960-165	1-960-168	06/22/15
CANCUN 1371F	FDC	B	1-960-158	1-960-159	06/22/15
MONACO 1248F	FDC	F	1-960-161	1-960-163	06/22/15
RAVENNA 1402B	FDC	T R S	1-960-169	1-960-170	06/22/15
MODENA 1403B	FDC	S	1-960-103	1-960-102	06/22/15
TURNBERRY 1395B	FDC	B	1-960-101	1-960-099	06/22/15
CASTELLINA 1396B	FDC	M	1-960-096	1-960-089	06/22/15
SANTA BARBARA 1311B	FDC	R	1-960-095	1-960-094	06/22/15
AMALFI 1350B	FDC	B	1-960-093	1-960-090	06/22/15
AUGUSTA 1387B		B	1-961-636	1-961-630	07/06/15
ABERDEEN 1384B		B	1-963-990	1-961-659	07/06/15
PEBBLE BEACH 1388B		B	1-961-709	1-961-691	07/06/15
SAWGRASS 1389B		B	1-961-640	1-961-642	07/06/15
PEMBROOK 1390F		B	1-961-657	1-961-710	07/06/15
ASHEVILLE 1400F		B	1-961-651	1-967-337	07/06/15
HANOVER 1378F		A B	1-961-725	1-961-723	07/06/15
ST GEORGE 1397F		NONE	1-961-718	1-961-714	07/06/15
MODENA 1398B		NONE	PENDING	1-967-338	07/06/15
PLAN 1409F		C	1-961-713		07/06/15
1392B SEDONA		B	1-961-625	1-961-622	07/06/15
PLAN 1406B		B	1-961-621		07/06/15
TORREY PINES 1386B		B	1-961-626	1-961-627	07/06/15
PLAN 1			1-967-330		06/29/15
PLAN 2			1-961-707		06/29/15
PLAN 3			1-961-703		06/29/15
PLAN 4			1-961-700		06/29/15

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
PLAN 5			1-961-697		06/29/15
CUMBERLAND 1399F		A B	1-967-326	1-967-325	08/17/15
SEDONA 1392B		E S	1-967-327	1-967-324	08/17/15
ASHLEY 1409F		C	1-967-336	1-967-333	08/17/15
LAFAYETTE 1410F "C"		C	1-967-329	1-967-318	08/17/15
ARUBA 1406		B	1-967-323	1-967-322	08/17/15
MONTAGUE 1414F		A	1-967-334	1-967-321	08/17/15
PLAN 1418B			1-967-328		07/29/15
PLAN 1417B			1-967-319		07/29/15
MODIFIED WOODBRIDGE PLAN			1-209-768	N/A	02/11/15
TURTLE BAY 1416F		B P T	1-974-537	1-974-547	10/15/15
TURTLE BAY 1385F		B	1-974-521	1-974-522	10/15/15
AUGUSTA 1387F		B	1-974-523	1-974-499	10/15/15
MARINER 1284F		E	1-974-540	1-974-552	10/15/15
MONTECITO 1421B		M	1-974-535	1-974-551	10/15/15
BARCELONA 1301F		D	1-974-536	1-974-534	10/15/15
BERMUDA 1314B		T R	1-974-542	1-974-533	10/15/15
BERMUDA 1314F		B T R	1-974-530	1-974-532	10/15/15
TURNBERRY 1340F		D S C	1-974-526	1-974-529	10/15/15
TURNBERRY 1340B		D S	1-974-525	1-974-543	10/15/15
AMALFI 1342F		B P T	1-974-520	1-974-518	10/15/15
AUGUSTA 1415F		B	1-974-539	1-974-538	10/15/15
HAMPTON 1086F		B	1-974-546	1-974-553	10/15/15
SULLIVAN 1382F		A B	1-974-548	1-974-545	10/15/15
ABERDEEN 1384F		B	1-974-549	1-974-524	10/15/15
ABERDEEN 5384B		B	1-974-514	1-974-508	10/15/15
CAPTIVA 1293F		B	1-985-683	1-985-679	
ALMERIA 1422B		E	1-985-631	PENDING	
PLAN 1438B		B	1-985-636, 1-985-684	1-985-676	11/4/2015, 1/20/16
JASMINE 5136F		C	1-985-647	1-985-629	
BARCELONA 1301B		A	1-985-678	1-985-681	
ASHEVILLE 1436F		D	1-998-945	1-997-994	03/28/16
CUMBERLAND 1399F		A B	1-997-992	1-997-995	03/28/16

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
WOODCLIFF 1419F		A	1-998-014	1-997-996	03/28/16
COQUINA 1379F		A	1-997-970	1-997-991	03/28/16
COVINGTON 1174F		A B	1-998-004	1-998-002	03/28/16
BERKELEY 1280F		A C	1-998-018	1-998-727	03/28/16
WRIGHTSVILLE 1358F		A	1-998-001	1-998-725	03/28/16
PLAN 1391F		D	1-998-000	1-998-326	03/28/16
WYNDSOR 1360F		D	1-997-993	1-998-974	03/28/16
ROCHELLE 1381F		D	1-998-949	1-998-937	03/28/16
ASHEVILLE 1430F		A	1-998-951	1-998-973	03/28/16
LEXINGTON 1433F		A	1-998-953	1-997-997	03/28/16
PLAN 1401F		A	*never processed submitted 03/07/18*		03/28/16
LORRAINE 1374F		C	1-998-016	1-998-009	03/28/16
NOVARA 1459B		S	2-030-503	2-030-504	09/20/16
ST GEORGE 1451F		E	2-030-924	2-030-925	09/20/16
MONTEGO 1308B		B	2-030-904	2-030-905	09/20/16
BARCELONA 1301F		A	2-030-914	2-030-916	09/20/16
MARINER 1284F		C B	2-102-790	2-109-248	09/20/16
CASTELLINA 1454F		E	2-030-945	2-030-954	09/20/16
ALMERIA 1341B		B D E T	2-030-921	2-030-922	09/20/16
ALMERIA 1341F		B D E T	2-030-947	2-030-948	09/20/16
KENSINGTON 1327F		E	2-030-919	2-030-920	09/20/16
SEDONA II 1417B		E	2-030-950	2-030-951	09/20/16
ABERDEEN 1456F		D	2-030-579	2-030-499	09/20/16
ABERDEEN 1456B		B	2-030-960	2-030-946	09/20/16
BERMUDA 1450F		M	2-030-929	2-030-932	09/20/16
AVALON 1443B, 1443F		A B C	2-030-9062, 2-030-917	2-030-907, 2-030-918	09/20/16
IBIZA 1432B (entered as 1342B in error)		A B C	2-030-952	2-030-953	09/20/16
SANTA MONICA 1362B		E B	2-030-926	2-030-927	09/20/16
SHEARWATER 1458F		C	2-030-928	2-030-957	09/20/16
JASMINE 5100F		A	2-030-911	2-030-913	09/20/16
IBIZA 1465B		B	2-030-955	2-030-956	09/20/16
PLAN 1455F		A	2-030-909	2-030-910	09/20/16
NOVARA 1445F		B R	2-030-507	2-030-959	09/20/16
CASTELLINA 1394F		B R	2-030-963	2-030-965	09/20/16
ASTER III 5178B		A B	2-030-505	2-030-510	09/20/16
MONTEREY 1290B		B	2-031-017	2-030-661	09/20/16

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
PLAN 1495F		A	2-029-623	2-029-622	09/20/16
VERSAILLES 1338F	SDC	B C	2-029-629	2-029-636	10/07/16
FRANKLIN 1412F	SDC	A B	2-029-624	2-029-625	10/07/16
BROOKSTONE 1467F	SDC	A	2-029-627	2-029-628	10/07/16
SYCAMORE 1453F	SDC	A	2-029-642	2-029-641	10/07/16
ASHEVILLE 1436F	SDC	B C D	2-029-639	2-029-640	10/07/16
ASHEVILLE 1431F	SDC	B	2-029-635	2-029-638	10/07/16
CHARLOTTE 1448F	SDC	A B	2-030-835	2-030-836	10/26/16
AUGUSTA 1460F	SDC	B	2-030-818	2-030-819	10/26/16
ASHETON 1474F	SDC	A	2-030-820	2-030-821	10/26/16
REVERDY 1475F	SDC	A	2-030-822	2-030-825	10/26/16
TREMAINE 1476F	SDC	A	2-030-826	2-030-827	10/26/16
LENHART 1477F	SDC	A	2-030-643	2-030-828	10/26/16
MODENA 1398B	Sunbelt	R	2-030-808	2-030-809	11/08/16
AVILA 1427B	Sunbelt	E T	2-030-810	2-030-811	11/08/16
AVILA 1427F	Sunbelt	B E T	2-030-813	2-030-814	11/08/16
VERACRUZ 1437B	Sunbelt	B C R	2-030-831	2-030-516	11/08/16
VERACRUZ 1452B	Sunbelt	R	2-030-615	2-030-619	11/08/16
PLAN 1457B	Sunbelt	C	2-030-624	2-030-805	11/08/16
PLAN 1481B	Sunbelt	R	2-030-626	2-030-807	11/08/16
CORTINA 1499B	Sunbelt	R	2-030-816	2-030-817	11/08/16
COQUINA 1510B	Sunbelt		2-030-628		11/08/16
BERMUDA 1450F	Sunbelt	M B E	2-030-630	2-030-634	11/08/16
AVILA 1427B		B	1-998-728		01/20/16
RIDGECREST 1365F	Southern	A	2-030-645	2-030-654	11/09/16
DAVIDSON 1479F	Southern	A	2-030-658	2-030-665	11/09/16
CAMBRIDGE 1503F	Southern	A	2-030-692	2-030-693	11/09/16
CALISTOGA 1393F	Sunbelt	B C	2-030-694	2-030-695	11/09/16
ASHLEY 1409B	Sunbelt	C B D	2-030-698	2-030-700	11/09/16
ASHLEY 1409F	Sunbelt	B D	2-030-840	2-030-829	11/09/16
CROSSWATER 5388F	Corial	B	2-030-830	2-030-706	11/09/16

COPYRIGHTED PLANS					
Plan Name		*Elevation(s)*	*Architectural Work (A)#*	*Technical Dwgs (B)#*	*Date Submitted*
INVERNESS 5384F	*Corial*	*B*	*2-030-710*	*2-031-647*	*11/09/16*
EDGEWOOD 5389B	*Corial*	*B*	*2-030-727*	*2-030-731*	*11/09/16*
BROADMOOR 5387F	*Corial*	*B*	*2-030-733*	*2-030-738*	*11/09/16*
5385B Peachtree Floor Plan and Elevation B	*Corial*	*B*	*2-030-739*	*2-030-742*	*11/14/16*
5386F Muirfield Floor Plan and Elevation B	*Corial*	*B*	*2-030-785*	*2-030-786*	*11/14/16*
1425F Appalachian Floor Plan and Elevation A	*Southern*	*A*	*2-030-512*	*2-030-514*	*11/14/16*
1441B Antigua Floor Plan	*Sunbelt*		*2-030-522*	*2-030-799*	*11/14/16*
1441F Antigua Floor Plan and Elevations B, C, and D	*Sunbelt*	*B,C,D*	*2-030-787*	*2-030-788*	*11/14/16*
1449F Cape Lookout Floor Plan and Elevation A	*Southern*	*A*		*2-030-789 & 2-030-790*	*11/14/16*
1466F Rodanthe Floor Plan and Elevation A	*Southern*		*2-030-791*	*2-030-792*	*11/14/16*
1480F Lafayette Floor Plan and Elevation A	*Southern*		*2-030-793*	*2-030-794*	*11/14/16*
1500F Floor Plan and Elevation A	*Southern*		*2-030-795*	*2-030-796*	*11/14/16*
1501F Floor Plan	*Southern*		*2-030-797*	*2-030-800*	*11/14/16*
1512F Augusta II Floor Plan	*Southern*		*2-030-798*	*2-030-801*	*11/14/16*
1136F Cozumel Floor Plan and Elevations B and C	*Sunbelt*		*2-030-699*	*2-030-702*	*12/15/16*
1148F Grenada Floor Plan and Elevation B	*Sunbelt*		*2-030-708*	*2-030-709*	*12/15/16*
1150F Trinidad Floor Plan and Elevation B	*Sunbelt*		*2-030-734*	*2-030-735*	*12/15/16*
1285B Mariner II Floor Plan and Elevation E	*Sunbelt*		*2-030-703*	*2-030-705*	*12/15/16*
1325F Skyland Floor Plan and Elevations A and B	*Southern*		*2-030-689*	*2-030-690*	*12/15/16*
1331F Fairview Floor Plan and Elevations A and B	*Southern*		*2-030-681*	*2-030-682*	*12/15/16*
1406B Aruba Floor Plan and Elevation C	*Sunbelt*		*2-030-678*	*2-030-680*	*12/15/16*
1443F Summerdale Floor Plan and Elevations A, B and C	*Sunbelt*		*2-030-673*	*2-030-676*	*12/15/16*
1450B Bermuda Floor Plan	*Sunbelt*		*2-030-664*	*2-030-668*	*12/15/16*
1451F St. George Floor Plan and Elevation Q	*Sunbelt*		*2-030-652*	*2-030-656*	*12/15/16*
1520B Shearwater Floor Plan and Elevation B	*Sunbelt*		*2-030-625*	*2-030-648*	*12/15/16*
1532F Sonoma Floor Plan and Elevation B	*Sunbelt*		*2-030-620*	*2-030-623*	*12/15/16*
5180B Aster Floor Plan and Elevation A	*Corial*		*2-030-616*	*2-030-618*	*12/15/16*
1400F Asheville Floor Plan and Elevations A and C	*Southern*		*2-030-609*	*2-030-612*	*12/22/16*
1439F Caswell Floor Plan and Elevations A, B and C	*Southern*		*2-030-604*	*2-030-606*	*12/22/16*
1433F Lexington Floor Plan and Elevations B and C	*Southern*		*2-030-601*	*2-030-602*	*12/29/16*
5168B Aster Floor Plan and Elevation A	*Corial*		*2-030-596*	*2-030-597*	*12/29/16*
5386B Muirfield Floor Plan and Elevation B	*Corial*		*2-030-592*	*2-030-594*	*12/29/16*
5387B Broadmoor Floor Plan and Elevation B	*Corial*		*2-030-589*	*2-030-590*	*12/29/16*
5388B Crosswater Floor Plan and Elevation B	*Corial*		*2-030-586*	*2-030-588*	*12/29/16*

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1496F Asheville Floor Plan and Elevation A	Southern		2-030-837	2-030-841	01/26/17
1516B Avila Floor Plan and Elevation B	Sunbelt		2-030-842	2-030-843	01/26/17
1522F Fairview Floor Plan and Elevations A and B	Central		2-030-844	2-030-846	01/26/17
1523B Bermuda Floor Plan and Elevation R	Sunbelt		2-030-580	2-030-581	01/26/17
1533F Seabreeze Floor Plan and Elevation C	Sunbelt		2-030-582	2-030-583	01/26/17
1538B Marina Floor Plan and Elevation E	Sunbelt		2-030-847	2-030-848	01/26/17
1539F Novara Floor Plan and Elevation B	Sunbelt		2-030-849	2-030-850	01/26/17
1350B Amalfi Floor Plan and Elevations P and T	Sunbelt		2-033-624	2-033-758	02/16/17
1401F Keystone Floor Plan and Elevations B and C	Southern		2-033-632	2-033-636	02/16/17
1431F Asheville Floor Plan and Elevations A and C	Southern		2-033-759	2-033-756	02/16/17
1471F Southport Floor Plan and Elevations A and B	Southern		2-033-757	2-033-760	02/16/17
1478F Barclay Floor Plan and Elevation A	Southern		2-033-532	2-033-534	02/16/17
1479F Davidson Floor Plan and Elevation A	Southern		2-033-536	2-033-537	02/16/17
1496F Asheville Floor Plan and Elevation B	Southern		2-033-538	2-033-541	02/16/17
1502F Avery Floor Plan and Elevations A and B	Central		2-033-542	2-033-543	02/16/17
1515F Woodcliff II Floor Plan and Elevation A	Southern		2-033-544	2-033-546	02/16/17
1524B Coquina Floor Plan and Elevation B	Sunbelt		2-033-551	2-033-553	02/16/17
1528F Asheville II Floor Plan and Elevation A	Southern		2-033-555	2-033-557	02/16/17
1533F Seabreeze Floor Plan and Elevation A	Sunbelt		2-033-558	2-033-560	02/16/17
1537F Seabreeze Floor Plan and Elevations A and B	Sunbelt		2-033-561	2-033-564	02/16/17
1547F Asheville Floor Plan and Elevation A	Central		2-033-565	2-033-622	02/16/17
1447F Alexandria Floor Plan and Elevation B	Southern		2-033-453	2-033-440	03/02/17
1461F Oakmont Floor Plan and Elevation A	Central		2-033-439	2-033-438	03/02/17
1462F Covington Floor Plan and Elevation B	Central		2-033-436	2-033-452	03/02/17
1466F Rodanthe Floor Plan and Elevation A	Southern		2-033-435	2-033-442	03/02/17
1497B Grenada Floor Plan and Elevation A	Sunbelt		2-033-434	2-033-432	03/02/17
1507F Rainier Floor Plan and Elevations A and B	Southern		2-033-430	2-033-428	03/02/17
1515F Woodcliff II Floor Plan and Elevation B	Southern		2-033-427	2-033-425	03/02/17
1527F Turtle Bay Floor Plan and Elevation B	Central		2-033-424	2-033-423	03/02/17
1542F Curacao Floor Plan and Elevations A and B	Sunbelt		2-033-421	2-033-420	03/02/17
1543F Walkers Cay Floor Plan and Elevations A and B	Sunbelt		2-033-416	2-033-409	03/02/17
1136B Cozumel Floor Plan for Elevations B and C	Sunbelt		2-046-407	2-046-425	04/10/17
1148B Grenada Floor Plan and Elevation B	Sunbelt		2-046-428	2-046-429	04/10/17
1214B Amalfi Floor Plan and Elevations B, P and T	Sunbelt		2-046-469	2-046-479	04/10/17

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1262B Heather Floor Plan and Elevation B	Sunbelt		2-046-480	2-046-483	04/10/17
1262F Heather Floor Plan and Elevation B	Sunbelt		2-046-485	2-046-487	04/10/17
1350B Amalfi Floor Plan and Elevation D	Sunbelt		2-046-823	2-046-826	04/10/17
1350F Amalfi Floor Plan for Elevation D	Sunbelt		2-046-853	2-046-860	04/10/17
1406B Aruba Floor Plan and Elevation D	Sunbelt		2-046-873	2-046-875	04/10/17
1445F Novara Floor Plan and Elevations E and T	Sunbelt		2-046-877	2-046-884	04/10/17
1469F Lafayette Floor Plan and Elevations A and B	Southern		2-046-889	2-046-894	04/10/17
1489B Shearwater Floor Plan and Elevation C	Sunbelt		2-046-896	2-046-901	04/10/17
1497F Grenada Floor Plan for Elevation A	Sunbelt		2-046-904	2-046-906	04/10/17
1498B Antilles Floor Plan and Elevation B	Sunbelt		2-046-907	2-046-909	04/10/17
1498F Antilles Floor Plan for Elevation B	Sunbelt		2-046-911	2-046-913	04/10/17
1150B Trinidad Floor Plan for Elevation B	Sunbelt		2-050-856	2-050-857	05/18/17
1557B Aberdeen Floor Plan and Elevation B	Sunbelt		2-050-859	2-050-858	05/18/17
1360F Wyndsor Floor Plans and Elevations E and F	Southern		2-051-407	2-051-393	06/09/17
1440F Emerson Floor Plans and Elevations A and B	Southern		2-051-397	2-051-408	06/09/17
1500F Worthington Floor Plan and Elevation A	Central		2-051-391	2-051-390	06/09/17
1540F Sierra Floor Plan and Elevation B	Southern		2-051-373	2-051-385	06/09/17
1555F Crawford Floor Plan and Elevation A	Central		2-051-405	2-051-401	06/09/17
1556F Findlay Floor Plan and Elevation A	Central		2-051-389	2-051-404	06/09/17
1569F Sierra Floor Plan and Elevation B	Southern		2-051-395	2-051-394	06/09/17
1571B Bermuda Floor Plan and Elevation B	Sunbelt		2-051-406	2-051-409	06/09/17
1529B Laguna Floor Plan and Elevation C	Sunbelt		2-051-410	2-051-399	06/09/17
1585B Floor Plan	Sunbelt		2-051-387	N/A	06/09/17
1562B Santorini Floor Plan	Sunbelt		2-053-795	N/A	06/15/17
1578B Floor Plan	Sunbelt		2-053-796	N/A	06/15/17
1581B Floor Plan (Andalucia)	Sunbelt		2-053-812	N/A	06/15/17
1425F Appalachian Floor Plans and Elevations B and C	Southern		2-053-798	2-053-799	06/15/17
1453F Sycamore Floor Plan and Elevation C	Southern		2-053-800	2-053-803	06/15/17
1547F Asheville Floor Plan and Elevation B	Southern		2-053-804	2-053-806	06/15/17
1568F Sawyer Floor Plans and Elevations A and B	Southern		2-053-809	2-053-811	06/15/17
1459B Novara Floor Plan and Elevation B	Sunbelt		2-061-241	2-061-239	08/04/17
1591B Laguna II Floor Plan and Elevation C	Sunbelt		2-061-238	2-061-236	08/04/17
1417B Sedona II Floor Plan and Elevation B	Sunbelt		2-061-235	2-061-233	08/04/17
1552F Salerno Floor Plan and Elevation B	Sunbelt		2-061-230	2-061-228	08/04/17

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1546F Belmont Floor Plan and Elevation B	Southern		2-061-149	2-061-227	08/04/17
1553F Riverdale Floor Plan and Elevation B	Southern		2-061-225	2-061-223	08/04/17
1560F Hyde Park Floor Plan and Elevation B	Central		2-061-222	2-061-221	08/04/17
1564F Bexley Floor Plan and Elevation A	Central		2-061-219	2-061-216	08/04/17
1535F Harrison Floor Plan and Elevation A	Central		2-061-213	2-061-210	08/04/17
1590F Worthington Floor Plan and Elevation A	Central		2-061-208	2-061-207	08/04/17
1518F Bradford Floor Plan and Elevation A	Southern		2-061-206	2-061-204	08/04/17
1519F Cambridge Floor Plan and Elevation B	Southern		2-061-202	2-061-169	08/04/17
1588F Floor Plan for Elevation B	Sunbelt		2-068-691	N/A	08/09/17
1599F Monterey Floor Plan for Elevation B	Sunbelt		2-068-688	N/A	08/09/17
1430F Asheville Floor Plans and Elevations B and C	Southern		2-075-885	2-075-887	11/14/17
1453F Sycamore Floor Plans and Elevations C and D	Mountain		2-075-876	2-075-878	11/14/17
1459B Novara Floor Plan and Elevation D	Sunbelt		2-075-870	2-075-871	11/14/17
1463F Amherst Floor Plan and Elevation A	Central		2-075-868	2-075-869	11/14/17
1499B Cortina Floor Plans and Elevations B, E and R	Sunbelt		2-075-786	2-075-788	11/14/17
1521F Berkeley Floor Plans and Elevations B and C	Central		2-075-866	2-075-867	11/14/17
1559F Westfield Floor Plan and Elevation B	Southern		2-075-850	2-075-851	11/14/17
1563F Lincoln Floor Plan and Elevation A	Sunbelt		2-075-888	2-075-783	11/14/17
1566F Legade Floor Plan and Elevation A	Central		2-075-835	2-075-837	11/14/17
1561B Floor Plan and Elevation C	Southern		2-075-789	2-076-392	11/14/17
1570B Antigua Floor Plan and Elevation E	Sunbelt		2-075-845	2-075-847	11/14/17
1579F Acacia Floor Plan and Elevation B	Southern		2-075-793	2-075-795	11/14/17
1582F North Hampton Floor Plans and Elevations A and B	Central		2-075-855	2-075-864	11/14/17
1584F Churchill Floor Plan and Elevation A	Central		2-075-818	2-075-820	11/14/17
1586F Jefferson Floor Plan and Elevation A			2-075-823	2-075-829	11/14/17
1587F Walnut Creek Floor Plan and Elevation A	Central		2-075-842	2-075-843	11/14/17
1592B Regatta Floor Plan and Elevation B	Sunbelt		2-075-872	2-075-873	11/14/17
1595F Claremont Floor Plan and Elevation B	Southern		2-075-874	2-075-883	11/14/17
1523B Bermuda Floor Plan and Elevations B, D and E	Sunbelt		2-100-945	2-100-949	12/27/17
1439F Caswell Floor Plan and Elevation D	Southern		2-092-016	2-092-018	1/9/18 & 1/10/18
1534B Montalcino Floor Plan and Elevation E	Sunbelt		2-092-000	2-091-997	01/10/18
1613F Marseille II Floor Plan and Elevation A	Sunbelt		2-092-005	2-092-015	01/10/18
1604F Berkeley Floor Plan and Elevation A	Southern		2-092-009	2-092-008	01/10/18

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Plan Name		*Elevation(s)*	*Architectural Work (A)#*	*Technical Dwgs (B)#*	*Date Submitted*
1478F Barclay Floor Plan and Elevation B	*Southern*		*2-084-941*	*2-084-949*	*01/12/18*
1594F Addison Floor Plan and Elevation A	*Southern*		*2-084-942*	*2-084-943*	*01/12/18*
1600F Kingsley Floor Plan and Elevation A	*Southern*		*2-084-944*	*2-084-945*	*01/12/18*
1593F Lenhart Floor Plan and Elevation A	*Central*		*2-084-947*	*2-084-948*	*01/12/18*
1285B_Mariner II_E_3F_Copyright_Drawings	*Sunbelt*		*2-084-935*	*2-084-936*	*01/19/18*
1285F_Mariner II_E_3F_Copyright_Drawings	*Sunbelt*		*2-084-937*	*2-084-938*	*01/19/18*
1452B Veracruz Floor Plan and Elevation B & E	*Sunbelt*		*2-084-939*	*2-084-940*	*01/19/18*
1466F Rodanthe Floor Plan and Elevation B	*Southern*		*2-084-933*	*2-084-932*	*01/25/18*
1466F Rodanthe Floor Plan and Elevation C	*Southern*		*2-084-931*	*2-084-930*	*01/25/18*
1577F Burlwood Floor Plan and Elevation A	*Southern*		*2-084-928*	*2-084-927*	*01/25/18*
1432B Ibiza Floor Plan and Elevation B	*Sunbelt*		*2-086-157*	*2-086-156*	*01/31/18*
1565F Parkview Floor Plan and Elevation A	*Southern*		*2-086-155*	*2-086-154*	*01/31/18*
1564F Bexley Floor Plan and Elevation B	*Central*		*2-086-153*	*2-086-152*	*01/31/18*
1459F_Novara_D_2M_1M_Copyright_Drawing	*Sunbelt*		*2-086-151*	*2-086-150*	*01/31/18*
1390F Pembrooke Floor Plan and Elevation B & C	*Central*		*2-086-929*	*2-086-930*	*02/02/18*
1390F Pembrooke Floor Plan and Elevation D	*Central*		*2-086-932*	*2-086-931*	*02/02/18*
1363B_Monaco_B _3M_Copyright_Drawings	*Sunbelt*		*2-086-928*	*2-086-922*	*02/02/18*
1605B_Marbella_B_3M_Copyright_Drawings	*Sunbelt*		*2-094-118*	*N/A*	*02/09/18*
1611F_Tidewater_B_3S_Copyright_Drawings	*Sunbelt*		*2-093-930*	*2-093-935*	*03/07/18*
1617F_St George_B_3M_Copyright Drawings	*Sunbelt*		*2-093-938*	*2-093-957*	*03/07/18*
1440F_Emerson_C_2M_Copyright_Drawings	*Southern*		*2-093-932*	*2-093-956*	*03/07/18*
1618F_Cortina_C_3M_Copyright_Drawings	*Sunbelt*		*2-093-927*	*2-093-924*	*03/07/18*
1594F_Addison_B_3S_ Copyright_Drawings	*Southern*		*2-093-954*	*2-093-955*	*03/07/18*
1609F_Baxter_B_3M_Copyright_Drawings	*Southern*		*2-093-923*	*2-093-921*	*03/07/18*
1608F_Waverly_A_2S_Copyright_Drawings	*Central*		*2-093-920*	*2-093-868*	*03/07/18*
1401F_Keystone_A_2M_Copyright_Drawings	*Southern*		*2-093-867*	*2-093-866*	*03/07/18*
1605B_Marbella_B_3M_Copyright_Drawings	*Sunbelt*		*N/A*	*2-093-865*	*03/07/18*
1292F_Novara_B_3M_Copyright_Drawings	*Sunbelt*		*2-095-074*	*2-095-075*	*03/14/18*
0000B_Nelson_C_2M2M_Copyright_Drawings	*Sunbelt*		*2-095-076*	*2-095-077*	*03/14/18*
1523F_Bermuda_R_B_D_E_2M1M_Copyright_Drawings	*Sunbelt*		*2-095-078*	*N/A*	*03/14/18*
1615B_Kingston_R_2M1M_Copyright_Drawings	*Sunbelt*		*2-095-080*	*2-095-090*	*03/14/18*

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1535F_Harrison_B_C_2S2F_Copyright_Drawings	Central		2-100-012	2-100-013	03/20/18
1294B_May River_A_3M_Copyright_Drawings	Sunbelt		2-100-009	2-100-014	03/23/18
1610F_Addison_A_3S_Copyright_Drawings	Central		2-100-003	2-100-006	04/02/18
1571F_Bermuda_B_3M_Copyright_Drawings	Sunbelt		2-100-008	N/A	04/02/18
1516B_Avila_R_3M_Copyright_Drawings	Sunbelt		2-100-868	2-100-866	04/24/18
1558F_Bermuda_B_3M_Copyright_Drawings	Sunbelt		2-100-883	2-100-869	04/24/18
1455F_Marseille_R_3M_Copyright_Drawings	Sunbelt		2-100-888	2-100-885	04/24/18
1577F_Burlwood_B_2S_Copyright_Drawings	Southern		2-100-891	2-100-890	04/24/18
1583F_Brandywine_B_3S_Copyright_Drawings	Central		2-100-895	2-100-893	04/24/18
1417B_Sedona II_T_3M_Copyright_Drawings	Sunbelt		2-106-369	2-105-026	05/02/18
1406F_Aruba_C_2M_Copyright_Drawings	Sunbelt		2-106-372	2-106-370	05/02/18
1539B_Novara_B_2M1M_Copyright_Drawings	Sunbelt		2-102-791	2-102-792	05/02/18
1363B_Monaco_C_3M_Copyright_Drawings	Sunbelt		2-105-027	2-105-022	05/02/18
1284B_Mariner_B_C_2F_Copyright_Drawings	Sunbelt		2-109-247	2-109-249	05/02/18
1284F_Mariner_B_C_2F_Copyright_Drawings	Sunbelt		2-102-790	2-109-248	05/02/18
1590F_Worthington_C_3M_Copyright_Drawings	Central		2-106-387	2-106-388	05/16/18
1622B_Avila_B_3M_Copyright_Drawings	Sunbelt		2-106-390	2-106-384	05/16/18
1627B_Shearwater_Q_3M_Copyright_Drawings	Sunbelt		2-106-377	2-106-380	05/21/18
1601F_Provence_A_2F_Copyright_Drawings	Southern		2-106-382	2-106-383	05/21/18
1418B_Sedona III_T_B_E_3M_Copyright_Drawings	Sunbelt		2-106-386	2-106-374	06/01/18
1524F_Coquina_B_3M_Copyright_Drawings	Sunbelt		2-112-654	N/A	06/29/18
1589F_Deerfield_B_C_2D_Copyright_Drawings	Southern		2-112-653	2-112-652	06/29/18
1516B_Avila_C_3M_Copyright_Drawings	Sunbelt		2-112-651	2-112-650	06/29/18
1591B_Laguna II_B_3M_Copyright_Drawings	Sunbelt		2-112-648	2-112-647	06/29/18
1217F_Elm_B_3M_Copyright_Drawings	Sunbelt		2-112-645	2-112-643	07/19/18
1524B_Coquina_D_P_3M_Copyright_Drawings	Sunbelt		2-112-641	2-112-639	07/19/18
1499F_Cortina_R_2M1M_Copyright_Drawings	Sunbelt		2-112-634	2-112-632	07/19/18
1630F_Worthington_A_2M_Copyright_Drawings	Central		2-112-631	2-112-629	07/19/18

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1541F_Keystone_A_B_C_2M_Copyright_Drawings	Southern		2-112-626	2-112-624	07/19/18
1274F_Summerlin_D_2M_Copyright_Drawings	Sunbelt		2-112-623	N/A	07/19/18
1583F_Brandywine_A_3S_Copyright_Drawings	Central		2-112-615	2-112-617	07/19/18
1583F_Brandywine_C_3S_Copyright_Drawings	Central		2-112-613	2-112-611	07/19/18
1606B_Avila_C_3M_Copyright_Drawings	Sunbelt		2-112-609	2-112-608	07/19/18
1590F_Worthington_B_3M_Copyright_Drawings	Central		2-112-606	2-112-597	07/19/18
1398B_Modena_G_K_2M2M_Copyright_Drawings	Sunbelt		2-112-592	2-112-575	07/20/18
1629B_Pinehurst_B_2M_Copyright_Drawings	Sunbelt		2-112-569	2-112-568	07/20/18
1529F_Laguna_B_C_S_3M_Copyright_Drawings	Sunbelt		2-116-197	N/A	08/16/18
1578B_Windsor_C_D_3S_Copyright_Drawings	Sunbelt		2-116-196	2-116-195	08/16/18
18	Sunbelt		2-116-194	2-116-192	08/16/18
1570B_Antigua_B_2M_Copyright_Drawings	Sunbelt		2-116-191	2-116-190	08/16/18
1303B_Montalcino_E_3M_Copyright_Drawings	Sunbelt		2-116-184	2-116-181	08/16/18
1469F_Lafayette_C_2D_Copyright_Drawings	Southern		2-116-178	2-116-177	08/16/18
1417F_Sedona II_T_B_E_3M_Copyright_Drawings	Sunbelt		2-116-166	N/A	08/16/18
1580F_Arlington_B_2S1F_Copyright_Drawings	Southern		2-116-171	2-116-165	08/17/18
1552F_Salerno_D_M_3S_Copyright_Drawings	Sunbelt		2-116-170	2-116-169	08/17/18
1621F_Darby_A_2M1D_Copyright_Drawings	Central		2-116-168	2-116-167	08/17/18
1570F_Antigua_B_E_2M_Copyright_Drawings	Sunbelt		N/A	2-116-034	08/17/18
1639F_Darby_A_2R_Copyright_Drawings	Central		2-116-033	2-115-926	08/17/18
1648F_A_3S_Copyright_Drawings	Southern		2-117-521	N/A	08/28/18
1646F_Wentworth_B_2D_Copyright_Drawings	Southern		2-117-503	N/A	08/28/18
1635B_St. Andrews_R_2M_Copyright_Drawings	Sunbelt		2-117-522	N/A	08/28/18
1633B_Milan_C_2M1M_Copyright_Drawings	Sunbelt		2-117-523	2-117-504	08/28/18
1546F_Belmont_A_C_3S_Copyright_Drawings	Southern		2-117-506	2-117-507	08/28/18
1455F_Marseille_T_3M_Copyright_Drawings	Sunbelt		2-117-508	2-117-509	08/28/18
1641B_Verona_S_2M1M_Copyright_Drawings	Sunbelt		2-117-510	N/A	08/31/18
1479F_Davidson_B_C_2D_Copyright_Drawings	Southern		2-117-511	2-117-512	08/31/18
1483F_Monceau_M_3M_Copyright_Drawings	Sunbelt		2-117-513	2-117-514	08/31/18
1518F_Bradford_B_C_3S_Copyright_Drawings	Southern		2-117-515	2-117-516	08/31/18
1560F_Hyde Park_A_B_C_3S_Copyright_Drawings	Central		2-117-517	2-117-518	08/31/18
1614F_Lanier_C_2S1F_Copyright_Drawings	Southern		2-117-519	2-117-520	08/31/18

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1619F_Highland_B_2S_Copyright_Drawings	Southern		2-124-096	2-124-094	09/14/18
1642B_Livorno_S_3M_Copyright_Drawings	Sunbelt		2-124-101	N/A	09/14/18
1520F_Shearwater_B_C_3M_Copyright_Drawings	Sunbelt		2-124-098	2-124-092	09/14/18
1557F_Aberdeen_B_3M_Copyright_Drawings	Sunbelt		2-124-095	2-124-097	09/14/18
1632B_Catalina_G_2M1M_Copyright_Drawings	Sunbelt		2-124-099	2-124-100	09/14/18
1634F_Brookhaven_B_2S1F_Copyright_Drawings	Southern		2-121-490	2-121-506	09/21/18
1557B_Aberdeen_S_3M_Copyright_Drawings	Sunbelt		2-121-492	2-121-504	09/21/18
1557F_Aberdeen_S_3M_Copyright_Drawings	Sunbelt		2-121-493	2-121-503	09/21/18
1643B_Merida_E_2M1M_Copyright_Drawings	Sunbelt		2-121-502	N/A	09/21/18
1645B_Vincenza_R_3M_Copyright_Drawings	Sunbelt		2-121-494	N/A	09/21/18
1268F_Fairview_B_2S_Copyright_Drawings	Southern		2-121-496	2-121-501	09/21/18
1644B_Treviso_S_2M1M_Copyright_Drawings	Sunbelt		2-121-489	N/A	09/21/18
1557B_Aberdeen_C_3M_Copyright_Drawings	Sunbelt		2-121-487	2-121-500	09/28/18
1398F_Modena_R_G_K_2M2M_Copyright_Drawings	Sunbelt		2-121-485	2-121-481	09/28/18
1557F_Aberdeen_C_3M_Copyright_Drawings	Sunbelt		2-121-478	2-121-477	09/28/18
1654B_Avalon II_C_2M1F_Copyright_Drawings	Sunbelt		2-121-476	2-121-475	09/28/18
1655B_Avalon III_C_2M1M_Copyright_Drawings	Sunbelt		2-121-463	2-121-444	09/28/18
1563F_Lincoln_B_3S_Copyright_Drawings	Central		2-123-718	N/A	10/05/18
1516F_Avila_C_R_3M_Copyright_Drawings	Sunbelt		2-123-717	2-123-715	10/05/18
1656B_Pinehurst II_B_2M_Copyright_Drawings	Southern		2-123-713	2-123-712	10/12/18
1607F_Glenmore_A_B_2M1M_Copyright_Drawings	Central		2-123-711	2-123-709	10/12/18
1617B_St George_B_3M_Copyright_Drawings	Sunbelt		2-123-708	2-123-703	10/19/18
1626F_Easley_A_2S2F_Copyright_Drawings	Central		2-123-702	2-123-701	10/19/18
1519F_Cambridge_A_C_2S_Copyright_Drawings	Southern		2-123-696	2-123-695	10/19/18
1579F_Acacia_A_C_2M_Copyright_Drawings	Sunbelt		2-124-971	2-124-970	10/31/18
1580F_Arlington_A_C_2S1F_Copyright_Drawings	Sunbelt		2-124-964	2-124-966	10/31/18
1617F_St George_E_3M_Copyright_Drawings	Sunbelt		2-124-967	2-124-969	10/31/18
1561B_Avalon_B_D_2M1F_Copyright_Drawings	Sunbelt		2-126-848	2-126-847	11/09/18
1452F_Veracruz_BER_2M1M_Copyright_Drawings	Sunbelt		2-126-846	2-126-845	11/09/18
1660B_Murano_B_3T_Copyright_Drawings	Sunbelt		2-126-844	N/A	11/09/18
1569F_Sierra_A_C_2M_Copyright_Drawings	Southern		2-126-843	2-126-842	11/09/18

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1631F_Amberley_A_2M_Copyright_Drawings	Central		2-126-841	2-126-840	11/09/18
1664B_C_3S_Copyright_Drawings	Sunbelt		2-126-839	N/A	11/09/18
1620F_Franklin_Park_A_3R_Copyright_Drawings	Central		2-127-207	2-127-132	11/16/18
1637F_Riverside_A_3S_Copyright_Drawings	Central		2-127-201	2-127-205	11/16/18
1669B_A_3M_Copyright_Drawings	Sunbelt		2-127-209	N/A	11/16/18
1666B_Catalina_D_3M_Copyright_Drawings	Sunbelt		2-133-439	2-133-440	11/30/18
1553F_Riverdale_A_C_2S1F_Copyright_Drawings	Southern		2-133-442	2-133-456	12/14/18
1659B_Castello_R_2F_Copyright_Drawings	Sunbelt		2-133-458	N/A	12/14/18
1676F_Hillcrest_B_2D_Copyright_Drawings	Southern		2-133-443	2-133-445	12/14/18
1658B_Rialto_B_2F_Copyright_Drawings	Sunbelt		2-133-448	N/A	12/14/18
1677F_Belvedere_B_2D_Copyright_Drawings	Southern		2-133-449	2-133-459	12/14/18
1675F_Midwood_B_2D_Copyright_Drawings	Southern		2-133-450	2-133-451	12/14/18
1657F_TBD_B_3S_Copryright_Drawings	Southern		2-133-452	2-133-460	12/14/18
1533B_Seabreeze_C_A_2F_Copyright_Drawings	Sunbelt		2-133-441	N/A	12/14/18
1650F_Silver_Creek_A_3M_Copyright_Drawings	Central		2-133-453	2-133-454	12/14/18
1590F_Worthington_D_3M_Copyright_Drawings	Central		2-140-496	2-140-440	12/28/18
1640F_Eastlake_A_2R_Copyright_Drawings	Central		2-140-486	2-140-489	12/28/18
1671F_Granville_B_2M1G_Copyright_Drawings	Sunbelt		2-140-862	2-140-871	01/07/19
1581B_Andalucia_C_2M2M_Copyright_Drawings	Sunbelt		2-140-899	2-140-825	01/07/19
1628B_Avila_G_3M_Copyright_Drawings	Sunbelt		2-140-771	2-140-834	01/07/19
1665F_M_2M1M_Copyright_Drawings	Sunbelt		2-140-748	2-140-842	01/07/19
1581B_Andalucia_B_2M2M_Copyright_Drawings	Sunbelt		2-140-849	2-140-831	01/07/19
1647F_Freemanville_A_B_3S_Copyright_Drawings	Southern		2-138-066	2-138-069	01/18/19
1595F_Claremont_A_C_2M_Copyright_Drawings	Southern		2-138-070	2-138-072	01/18/19
1608F_Waverly_B_2S_Copyright_Drawings	Central		2-138-075	2-138-188	01/18/19
1592B_Regatta_M_3F_Copyright_Drawings	Sunbelt		2-138-187	2-138-186	01/25/19
1437F_Veracruz_C_E_R_2M1M_Copyright Drawings	Sunbelt		2-138-182	2-138-183	01/25/19
1499F_Cortina_B_E_2M1M_Copyright_Drawings	Sunbelt		2-138-184	2-138-083	02/01/19
1458B_Shearwater_C_3S_Copyright_Drawings	Sunbelt		2-138-081	2-138-080	02/01/19
1674B_Trieste_B_3M_Copyright_Drawings	Sunbelt		2-138-078	N/A	02/01/19

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1661F_Easley_A_1S2F_Copyright_Drawings	Midwest		2-145-654	2-145-655	02/11/19
1624F_Laurel Creek_A_2R_Copyright_Drawings	Southern		2-145-653	2-145-651	02/11/19
1667B_Mokara_C_3M_Copyright_Drawings	Sunbelt		2-145-657	2-145-899	02/22/19
1592F_Regatta_B_3F_Copyright_Drawings	Sunbelt		2-145-985	2-146-022	03/08/19
1663B_Regatta II_B_C_3F_Copyright_Drawings	Sunbelt		2-145-986	2-145-988	03/08/19
1592B_Regatta_R_3F_Copyright_Drawings	Sunbelt		2-146-008	2-146-017	03/08/19
1687B_Adelaide_G_3M_Copyright_Drawings	Sunbelt		2-146-009	2-146-019	03/08/19
1552B_Salerno_B_D_M_3S_Copyright_Drawings	Sunbelt		2-145-989	2-146-016	03/22/19
1611F_Tidewater_C_3S_Copyright_Drawings	Sunbelt		2-146-002	2-145-982	03/22/19
1455B_Marseille_R_T_3M_Copyright_Drawings	Sunbelt		2-146-006	N/A	03/22/19
1455B_Marseille_A_3M_Copyright_Drawings	Sunbelt		2-146-010	2-145-983	03/22/19
1522F_Englewood_A_B_2S_Copyright_Drawings	Midwest		2-145-900	2-145-981	03/22/19
1688F_C_2F_Copyright_Drawings	Sunbelt		2-146-004	2-146-021	03/29/19
1615F_Kingston_R_2M1M_Copyright_Drawings	Sunbelt		2-146-011	N/A	03/29/19
1611B_Tidewater B_3S_Copyright_Drawings	Sunbelt		2-146-012	2-146-020	03/29/19
1615B_Kingston_E_2M1M_Copyright_Drawings	Sunbelt		2-146-005	2-145-980	03/29/19
1561F_Avalon_B_C_D_2M1F_Copyright_Drawings	Sunbelt		2-156-213	2-156-214	04/12/19
1439F_Caswell_G_2S1F_Copyright_Drawings	Southern		2-156-215	N/A	04/12/19
1680F_Addison_A_2S1F_Copyright_Drawings	Southern		2-154-312	2-156-216	04/12/19
1278B_Beechwood_B_2F_Copyright_Drawings	Sunbelt		2-154-181	2-156-208	04/12/19
1278F_Beechwood_A_B_2F_Copyright_Drawings	Sunbelt		2-154-311	N/A	04/12/19
1670F_Arlington_B_2S1F_Copyright_Drawings	Southern		2-154-301	2-156-217	04/22/19
1611B_Tidewater_C_3S_Copyright_Drawings	Sunbelt		2-156-205	2-156-218	04/22/19
1636F_Woodland_A_2R_Copyright_Drawings	Midwest		2-154-299	2-154-298	04/26/19
1654B_Avalon II_D_2M1F_Copyright_Drawings	Sunbelt		2-154-297	2-154-295	04/26/19
1679B_Trieste II_C_3M_Copyright_Drawings	Sunbelt		2-154-294	2-154-293	04/26/19
1691F_Eaglewood_A_3R_Copyright_Drawings	Midwest		2-154-173	2-154-175	05/03/19
1642F_Livorno_S_3M_Copyright_Drawings	Sunbelt		2-154-176	2-154-177	05/03/19
1445B_Novara_B_3M_Copyright_Drawings	Sunbelt		2-154-178	2-154-179	05/03/19

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1702B_Milan II_D_2M1M_Copyright_Drawings	Sunbelt		2-156-210	2-156-185	05/03/19
1516F_Avila_B_3M_Copyright_Drawings	Sunbelt		2-156-212	2-156-219	05/03/19
1654B_Avalon II_B_2M1F_Copyright_Drawings	Sunbelt		2-156-221	2-156-223	05/03/19
1655B_Avalon III_B_2M1F_Copyright_Drawings	Sunbelt		2-156-191	2-156-188	05/13/19
1650F_Silver Creek_B_C_3M_Copyright_Drawings	Midwest		2-156-186	2-156-187	05/13/19
1578F_Windsor_B_3S_Copyright_Drawings	Sunbelt		2-156-189	2-156-203	05/13/19
1615B_Kingston_G_2M1M_Copyright_Drawings	Sunbelt		2-156-197	2-156-195	05/13/19
1655B_Avalon III_D_2M1F_Copyright_Drawings	Sunbelt		2-156-183	2-156-194	05/24/19
1615F_Kingston_E_G_2M1M_Copyright_Drawings	Sunbelt		2-156-193	2-156-209	05/24/19
1629F_Pinehurst_B_2M_Copyright_Drawing	Sunbelt		2-156-190	N/A	05/24/19
1654F_Avalon II_C_2M1F_Copyright_Drawings	Sunbelt		2-156-192	2-156-182	05/24/19
1571B_Bermuda_D_3M_Copyright_Drawings	Sunbelt		2-156-181	2-156-178	05/24/19
1594F_Addison_C_D_3S_Copyright_Drawings	Southern		2-156-177	2-156-172	05/24/19
1668F_Altamont_B_2M_Copyright Drawings	Southern		2-156-170	2-156-169	05/24/19
1689F_Allara_A_2S_Copyright_Drawings	Southern		2-156-168	2-156-167	05/24/19
1654F_Avalon II_B_2M1F_Copyright_Drawings	Sunbelt		2-156-133	2-156-132	05/24/19
1578F_Windsor_C_D_3S_Copyright_Drawings	Sunbelt		2-156-131	N/A	05/31/19
1655F_Avalon III_B_C_D_Copyright_Drawings	Sunbelt		2-156-130	2-156-129	05/31/19
1629B_Pinehurst_C_S_2M_Copyright_Drawings	Sunbelt		2-156-125	2-156-124	05/31/19
1629F_Pinehurst_C_S_2M_Copyright_Drawings	Sunbelt		2-156-123	N/A	05/31/19
1654F_Avalon II_D_2M1F_Copyright_Drawings	Sunbelt		2-159-695	2-159-692	06/07/19
1622F_ Avila_B_3M_Copyright_Drawings	Sunbelt		2-159-667	2-159-662	06/07/19
1620F_Franklin Park_B_C_3R_Copyright_Drawings	Midwest		2-159-658	2-159-656	06/24/19
1292B_Novara_B_3M_Copyright_Drawings	Sunbelt		2-159-659	2-159-655	06/24/19
1489B_Shearwater_D_3M_Copyright_Drawings	Sunbelt		2-159-654	2-159-653	06/24/19
1705F_C_2M_Copyright_Drawings	Sunbelt		2-159-652	2-159-651	06/24/19
1649F_Glenhaven_B_3S_Copyright_Drawings	Southern		2-159-650	2-159-649	06/24/19
1292F_Novara_B_E_3M_Copyright_Drawings	Sunbelt		2-159-647	2-159-646	06/28/19
1633F_Milan_C_2M1M_Copyright_Drawings	Sunbelt		2-159-645	N/A	06/28/19
1292F_Novara_R_T_3M_Copyright_Drawings	Sunbelt		2-161-388	2-161-387	07/19/19
1687B_Adelaide_H_3M_Copyright_Drawings	Sunbelt		2-161-386	2-161-385	07/19/19

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1672F_Chatham_B_2D_Copyright_Drawings	Southern		2-161-384	2-161-383	07/19/19
1703F_Seabreeze_C_2F_Copyright_Drawings	Sunbelt		2-161-382	2-161-381	07/19/19
1619F_Highland_A_C_2S1G_Copyright_Drawings	Southern		2-186-629	2-187-923	08/02/19
1591F_Laguna II_B_C_3M_Copyright_Drawings	Sunbelt		2-189-735	N/A	08/02/19
1664B_Ashford_C_3S_Copyright_Drawings	Sunbelt		2-188-479	2-187-706	08/02/19
1665F_San Marino_T_2M1M_Copyright_Drawings	Sunbelt		2-187-528	2-187-134	08/02/19
1663F_Regatta II_B_C_3F_Copyright_Drawings	Sunbelt		2-189-734	N/A	08/02/19
1718F_San Marino_Q_3M_Copyright_Drawings	Sunbelt		2-188-253	2-187-703	08/02/19
1417F_Sedona II_K_3M_Copyright_Drawing	Sunbelt		2-189-478	2-187-978	08/23/19
1417B_Sedona II_K_3M_Copyright_Drawings	Sunbelt		2-187-529	2-187-920	08/23/19
1665F_San Marino_B_2M1M_Copyright_Drawing	Sunbelt		2-187-526	2-187-918	08/23/19
1588F_Fernandina_C_3D_Copyright_Drawings	Sunbelt		2-187-524	2-187-915	08/23/19
1633B_Milan_R_2M1M_Copyright_Drawings	Sunbelt		2-187-522	2-189-616	08/23/19
1667B_Mokara_D_S_3M_Copyright_Drawings	Sunbelt		2-186-717	2-186-930	08/23/19
1165F_Mulberry_E_3F_Copyright_Drawings	Sunbelt		2-187-527	2-187-707	08/23/19
1322F_Topsail_C_2D_Copyright_Drawings	Southern		2-187-496	2-186-915	08/23/19
1673F_Kenwood_A_2S1F_Copyright_Drawings	Midwest		2-187-523	2-187-907	08/23/19
1699F_Andover_B_3S_Copyright_Drawings	Sunbelt		2-176-287	2-176-269	09/15/19
1679F_Trieste II_B_C_3M_Copyright_Drawings	Sunbelt		2-176-290	N/A	09/15/19
1692F_Wynnedale_A_2M_Copyright_Drawings	Midwest		2-176-328	2-176-361	09/15/19
1633B_Milan_D_2M1M_Copyright_Drawings	Sunbelt		2-176-611	2-176-273	09/15/19
1662F_B_3S_Copyright_Drawings	Southern		2-176-624	2-176-626	09/15/19
1686F_Rosewater_D_2S_Copyright_Drawings	Southern		2-176-630	2-176-394	09/15/19
1706F_Kennedy_B_2M_Copyright_Drawings	Southern		2-176-408	2-176-413	09/15/19
1710F_Arcadian_D_3S_Copyright_Drawings	Sunbelt		2-176-418	2-176-422	09/15/19
1656F_Pinehurst II_B_2M_Copyright_Drawings	Sunbelt		2-176-427	2-176-431	09/15/19
1538F_Marina_B_3M_Copyright_Drawings	Sunbelt		2-176-448	2-176-407	09/15/19
1385B_Turtle Bay_C_2M_Copyright_Drawings	Sunbelt		2-191-759	2-187-807	09/23/19
1717F_Silver Creek_A_3S_Copyright_Drawings	Midwest		2-186-937	2-191-763	09/23/19
1709F_Seville_C_2F_Copyright_Drawings	Sunbelt		2-191-775	2-191-776	09/23/19
1696F_Franklin Park_A_3R_Copyright_Drawings	Midwest		2-191-792	2-191-770	09/23/19
1592B_Regatta_G_3F_Copyright_Drawings	Sunbelt		2-191-785	2-191-766	09/23/19
1700F_G_2M2M_Copyright_Drawings	Midwest		2-192-876	N/A	09/24/19

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1725B_C_3M_Copyright_Drawings	Sunbelt		2-193-110	N/A	09/24/19
1712F_Cabalina_C_2M1M_Copyright_Drawings	Sunbelt		2-192-190	2-192-202	09/26/19
1605B_Marbella_K_3M_Copyright_Drawings	Sunbelt		2-192-462	2-192-194	09/26/19
1723B_B_3M_Copyright_Drawings	Sunbelt		2-193-139	N/A	09/26/19
1726B_B_3M_Copyright_Drawings	Sunbelt		2-193-109	N/A	09/26/19
1652F_Ironwood_A_3R_Copyright_Drawings	Midwest		2-181-632	N/A	09/30/19
1698F_Corbin Park_A_3S_Copyright_Drawings	Midwest		2-181-699	N/A	09/30/19
1625F_Prestwick_A_3M_Copyright_Drawings	Midwest		2-193-107	N/A	09/30/19
1665B_San Marino_B_M_T_2M1M_Copyright_Drawings	Sunbelt		2-181-659	2-181-654	09/30/19
1628F_Avila_G_3M_Copyright_Drawings	Sunbelt		2-181-704	2-181-696	09/30/19
1729B_B_3M_Copyright_Drawings	Sunbelt		2-182-273	N/A	10/01/19
1730F_B_3S_Copyright_Drawings	Southern		2-193-044	N/A	10/01/19
1731B_B_2M1M_Copyright_Drawings	Sunbelt		2-182-286	N/A	10/01/19
1687F_Adelaide_G_H_3M_Copyright_Drawings	Sunbelt		2-184-407	2-181-778	10/21/19
1644F_Treviso_R_2M1M_Copyright_Drawings	Sunbelt		2-184-417	2-179-578	10/21/19
1538F_Marina_E_3M_Copyright_Drawings			2-184-415	2-189-611	10/21/2019
1632F_Catalina_G_2M1M_Copyright_Drawings	Sunbelt		2-193-915	2-181-978	11/11/19
1628B_Avila_D_3M_Copyright_Drawings	Sunbelt		2-179-250	2-179-249	11/11/19
1667F_Mokara_C_D_S_3M_Copyright_Drawings	Sunbelt		2-179-246	2-179-244	11/11/19
1713F_Woodbury_A_3R_Copyright_Drawings	Midwest		2-174-243	2-179-239	11/11/19
1734B_Mokara II_C_3M_Copyright_Drawings	Sunbelt		2-195-899	2-189-620	11/11/19
1733F_Sanibel_A_2F_Copyright_Drawings	Sunbelt		2-195-897	2-189-619	11/11/19
1625F_Prestwick_A_3M_Copyright_Drawings	Midwest		2-186-642	2-187-606	12/01/19
1516B_Avila_D_3M_Copyright_Drawings	Sunbelt		2-186-636	2-187-502	12/01/19
1725B_Tesoro_C_3M_Copyright_Drawings	Sunbelt		2-186-632	2-187-612	12/01/19
1628F_Avila_D_3M_Copyright_Drawings	Sunbelt		2-188-159	2-187-607	12/01/19
1733F_Sanibel_B_2F_Copyright_Drawings	Sunbelt		2-187-833	2-187-610	12/01/19
1725B_Tesoro_B_3M_Copyright_Drawings	Sunbelt		2-191-208	2-191-164	01/21/20
1740F_C_2M_Copyright_Drawings	Sunbelt		2-191-134	2-191-161	01/21/20
1588B_Fernandina_C_3D_Copyright_Drawings	Sunbelt		N/A	2-191-156	01/21/20
1739F_Tidewater II_B_3M_Copyright_Drawings	Sunbelt		2-191-155	2-191-147	01/21/20

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1727F_Randolph_B_3S_Copyright_Drawings	*Southern*		*2-197-880*	*2-198-512*	*02/12/20*
1643B_Merida_E_2M1M_Copyright_Drawings	*Sunbelt*		*2-198-527*	*2-198-142*	*02/12/20*
1704F_Osprey_B_3S_Copyright_Drawings	*Southern*		*2-198-209*	*2-198-653*	*02/12/20*
1643F_Merida_E_2M1M_Copyright_Drawings	*Sunbelt*		*2-198-097*	*2-198-227*	*02/12/20*
1652F_Ironwood_A_3R_Copyright_Drawings	*Midwest*		*2-198-240*	*2-198-105*	*02/12/20*
1293F_Captiva_E_2M_Copyright_drawings	*Sunbelt*		*2-206-077*	*2-206-290*	*02/12/20*
1678B_Catalina_B_3M_Copyright_Drawings	*Sunbelt*		*2-197-552*	*2-197-527*	*02/14/20*
1744F_Turtle Bay_D_2M_Copyright_Drawings	*Sunbelt*		*2-197-540*	*2-197-537*	*02/14/20*
1720F_Driftwood_A_2F_Copyright_Drawings	*Southern*		*2-197-550*	*2-197-547*	*02/14/20*
1613B_Marseille II_A_3M_Copyright_Drawings	*Sunbelt*			*2-197-529*	*02/14/20*
1641F_Verona_S_2M1M_Copyright_Drawings	*Sunbelt*		*2-201-424*	*2-204-454*	*02/21/20*
1737F_Palomino_B_3M_Copyright_Drawings	*Texas*		*2-198-476*	*2-198-464*	*02/21/20*
1483F_Monceau_B_3M_Copyright_Drawings	*Sunbelt*		*2-198-435*	*2-198-432*	*02/21/20*
1727F_Randolph_A_3S_Copyright_Drawings	*Southern*		*2-198-420*	*2-198-411*	*02/21/20*
1732F_Heather II_B_2M_Copyright_Drawings	*Southern*		*2-198-407*	*2-198-397*	*02/21/20*
1483F_Monceau_L_3M_Copyright_Drawings	*Sunbelt*		*2-198-389*	*2-198-392*	*02/21/20*
1748B_Pasadena_B_3M_Copyright_Drawings	*Sunbelt*		*2-199-946*	*2-201-938*	*03/17/20*
1749B_Osprey_B_2M1M_Copyright_Drawings	*Sunbelt*		*2-199-947*	*2-199-949*	*03/17/20*
1747F_Southern Dune_D_2M_Copyright_Drawings	*Sunbelt*		*2-199-951*	*2-199-952*	*03/17/20*
1679B_Trieste II_B_3M_Copyright_Drawings	*Sunbelt*		*2-199-954*	*2-199-956*	*03/17/20*
1674B_Trieste_C_D_3M_Copyright_Drawings	*Sunbelt*		*2-201-439*	*2-200-373*	*03/17/20*
1737F_Palomino_L_3M_Copyright_Drawings	*Texas*		*2-200-376*	*2-200-377*	*03/17/20*
1716F_Lilly_A_2R_Copyright_Drawings	*Midwest*		*2-203-243*	*2-203-234*	*03/24/20*
1750B_C_2M_Copyright_Drawings	*Sunbelt*		*2-202-850*	*2-202-849*	*03/27/20*
1617F_St George_C_D_3M_Copyright_Drawings	*Sunbelt*		*N/A*	*2-211-040*	*04/17/20*
1617F_St George_C_3M_Copyright_Drawings	*Sunbelt*		*2-211-041*	*N/A*	*04/17/20*
1702B_Milan II_C_2M1M_Copyright_Drawings	*Sunbelt*		*2-205-214*	*2-205-212*	*04/17/20*
1679B_Trieste II_D_3M_Copyright_Drawings	*Sunbelt*		*2-211-043*	*2-211-044*	*04/17/20*
1617B_St George_C_D_3M_Copyright_Drawings	*Sunbelt*		~~*PENDING*~~	*2-203-682*	*04/17/20*
1693F_Viento_A_2M1M_Copyright_Drawings	*Southern*		*2-205-459*	*2-203-678*	*04/17/20*
1679F_Trieste II_D_3M_Copyright_Drawings	*Sunbelt*		~~*PENDING*~~	~~*PENDING*~~	*04/17/20*

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1751F_Pinto Pointe_S_2M1M_Copyright_Drawings	Texas		2-206-078	2-206-310	04/22/20
1702F_Milan II_C_D_2M1M_Copyright_Drawings	Sunbelt		2-205-942	2-206-298	04/22/20
1293B_Captiva_E_2M_Copyright_Drawings	Sunbelt		2-206-077	2-206-290	04/22/20
1752F_Lancaster_D_2S_Copyright_Drawings	Sunbelt		2-206-894	2-206-895	05/01/20
1744F_Turtle Bay_B_C_2M_Copyright_Drawings	Sunbelt		2-206-897	2-206-898	05/01/20
1737F_Palomino_M_3M_Copyright_Drawings	Texas		2-206-712	2-206-709	05/01/20
1753F_Monarch_C_3S_Copyright_Drawings	Texas		2-209-434	2-208-795	05/29/20
1744B_Turtle Bay_B_C_D_2M_Copyright_Drawings	Sunbelt		2-209-417	2-208-864	05/29/20
1673F_Kenwood_B_C_2S1F_Copyright_Drawings	Midwest		2-209-432	2-208-863	05/29/20
1714F_Deer Creek_A_2R_Copyright_Drawings	Midwest		2-209-428	2-208-833	05/29/20
1412F_Franklin_C_3S_Copyright_Drawings	Southern		2-209-421	2-208-831	05/29/20
1699F_Andover_A_C_3S_Copyright_Drawings	Southern		2-209-420	2-208-750	05/29/20
1761B_Avila II_B_3M_Copyright_Drawings	Sunbelt		2-212-926	2-212-919	07/06/20
1490F_Cumberland_A_2S_Copyright_Drawings	Southern		2-212-927	2-212-922	07/09/20
1738F_Mariner_B_2S_Copyright_Drawings	Southern		2-212-928	2-212-920	07/09/20
1668F_Altamont_A_2M_Copyright_Drawings	Southern		2-213-968	2-213-853	07/17/20
1668F_Altamont_C_2M_Copyright_Drawings	Southern		2-213-967	2-213-855	07/17/20
1702B_Milan II_R_2M1M_Copyright_Drawings	Sunbelt		2-213-960	2-213-857	07/17/20
1674B_Trieste_B_3M_Copyright_Drawings	Sunbelt		2-213-959	2-214-237	07/17/20
1662B_Stanford_B_3S_Copyright_Drawings	Sunbelt		2-213-947	2-213-846	07/17/20
1763F_Ceilos_G_3M_Copyright_Drawings	Modern		2-213-650	2-214-256	07/17/20
1614F_Lanier_A_2S1F_Copyright_Drawings	Southern		N/A	2-217-615	07/31/20
1614F_Lanier_B_2S1F_Copyright_Drawings	Southern		N/A	2-217-660	07/31/20
1678B_Catalina_K_3M_Copyright_Drawings	Sunbelt		N/A	2-217-663	07/31/20
1534B_Montalcino_C_2M1M_Copyright_Drawings	Sunbelt		N/A	2-217-664	07/31/20
1705F_Coastal Sol_E_2M1G_Copyright_Drawings	Sunbelt		N/A	2-217-665	07/31/20
1617F_St George_D_3M_Copyright_Drawings	Sunbelt		N/A	2-217-668	07/31/20
1763F_Ceilos_H_3M_Copyright_Drawings	Modern		2-217-670	2-217-669	07/31/20
1764F_Luxe_K_3M_Copyright_Drawings	Modern		2-217-675	2-217-677	07/31/20
1628B_Avila_C_3M_Copyright_Drawings	Sunbelt		N/A	2-217-680	07/31/20
1534B_Montalcino_G_2M1M_Copyright_Drawings	Sunbelt		N/A	2-217-681	07/31/20

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1617F_St George_D_3M_Copyright_Drawings	Sunbelt		N/A	N/A	08/03/20
1605B_Marbella_G_3M_Copyright_Drawings	Sunbelt		2-220-935	2-221-028	08/30/20
1617B_St George_C_3M_Copyright_Drawings	Sunbelt		2-220-917	N/A	08/30/20
1617B_St George_D_3M_Copyright_Drawings	Sunbelt		2-220-939	N/A	08/30/20
1671F_Granville_C_2M1G_Copyright_Drawings	Sunbelt		2-220-940	2-220-941	08/30/20
1671F_Granville_D_2M1G_Copyright_Drawings	Sunbelt		2-220-953	2-220-954	08/30/20
1678F_Catalina_B_3M_Copyright_Drawings	Sunbelt		2-220-955	N/A	08/30/20
1678F_Catalina_D_3M_Copyright_Drawings	Sunbelt		2-220-956	N/A	08/30/20
1679F_Trieste II_D_3M_Copyright_Drawings	Sunbelt		2-220-957	N/A	08/30/20
1687B_Adelaide_K_3M_Copyright_Drawings	Sunbelt		2-220-958	2-220-959	08/30/20
1688F_Bayshore_D_2F_Copyright_Drawings	Sunbelt		2-220-960	2-220-961	08/30/20
1733F_Sanibel_D_2F_Copyright_Drawings	Sunbelt		2-220-962	2-221-007	08/30/20
1750B_Altus_Sunbelt_B_3S_Copyright_Drawings	Sunbelt		2-221-008	2-221-009	08/30/20
1750F_Altus_Midwest_B_3S_Copyright_Drawings	Modern		2-221-010	2-221-011	08/30/20
1750F_Altus_SGO_B_3S_Copyright_Drawings	Modern		2-221-012	2-221-013	08/30/20
1750F_Altus_Sunbelt_B_3S_Copyright_Drawings	Sunbelt		2-221-014	2-221-015	08/30/20
1750F_Altus_Texas_B_3S_Copyright_Drawings	Modern		2-221-016	2-221-017	08/30/20
1755F_Hawthorne_A_3F_Copyright_Drawings	Midwest		2-221-018	2-221-019	08/30/20
1756F_Manchester_B_3F_Copyright_Drawings	Midwest		2-221-020	2-221-021	08/30/20
1757F_Hartford_A_3F_Copyright_Drawings	Midwest		2-221-022	2-221-023	08/30/20
1762F_Ascona_G_3S_Copyright_Drawings	Sunbelt		2-221-024	2-221-025	08/30/20
1769F_Apex_G_2F_Copyright_Drawings	Modern		2-221-026	2-221-027	08/30/20
1758F_Berkshire_A_3F_Copyright_Drawings	Midwest		2-221-006	2-221-029	09/25/20
1776B_Soleil_K_2M1M_Copyright_Drawings	Sunbelt		2-220-833	2-220-834	09/25/20
1765F_Envision_A_2M2M_Copyright_Drawings	Modern		2-225-953	2-220-827	09/25/20
1678F_Catalina_K_3M_Copyright_Drawings	Sunbelt		N/A	2-226-090	09/25/20
1688F_Bayshore_G_2F_Copyright_Drawings	Sunbelt		2-226-094	2-224-932	09/25/20
1743F_Elliston_B_3S1R_Copyright_Drawings	Southern		2-226-095	2-221-030	09/25/20
1775B_Annabel_B_3M_Copyright_Drawings	Sunbelt		2-220-828	2-226-097	09/25/20
1778F_River Birch_B_3F_Copyright_Drawings	Midwest		2-225-320	2-225-324	10/09/20
1779F_Maddux_B_3F_Copyright_Drawings	Midwest		2-225-337	2-225-339	10/09/20
1663F_Regatta II_B_3F_Copyright_Drawings	Sunbelt		2-225-917	2-225-918	10/27/20
1570F_Antigua_E_2M_Copyright_Drawings	Sunbelt		2-225-926	2-234-167	10/27/20

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1671B_Granville_B_2M1G_Copyright_Drawings	Sunbelt		N/A	2-225-923	10/27/20
1742B_Echelon_C_3M_Copyright_Drawings	Modern		2-225-368	2-225-363	10/27/20
1742F_Echelon_C_3M_Copyright_Drawings	Modern		2-225-554	2-225-551	10/27/20
1759F_Burnham_B_3F_Copyright_Drawings	Midwest		2-225-561	2-225-558	10/27/20
1746B_Talise_B_3M_Copyright_Drawings	Sunbelt		2-225-514	2-225-522	10/27/20
1645F_Vincenza_R_3M_Copyright_Drawings	Sunbelt		N/A	2-225-921	11/13/20
1523F_Bermuda_R_2M1M_Copyright_Drawings	Sunbelt		2-225-911	2-225-913	11/13/20
1766F_Aspire_B_3S1R_Copyright_Drawings	Modern		2-238-917	2-238-753	12/08/20
1625F_Prestwick_C_3M_Copyright_Drawings	Midwest		2-241-010	2-239-330	12/08/20
1625F_Prestwick_B_3M_Copyright_Drawings	Midwest		2-241-009	2-238-485	12/08/20
1775B_Annabel_B_3M_Copyright_Drawings	Sunbelt		N/A	2-238-501	12/08/20
1748F_Pasadena_B_3M_Copyright_Drawings	Sunbelt		N/A	2-238-492	12/08/20
1657F_Fontainebleau_C_3S_Copyright_Drawings	Southern		2-241-012	2-238-487	12/08/20
1700F_Newport_A_2M2M_Copyright_Drawings	Midwest		2-240-283	2-240-317	12/08/20
1761F_Avila II_B_3M_Copyright_Drawings	Sunbelt		N/A	2-256-130	12/08/20
1592F_Regatta_M_3F_Copyright_Drawings	Sunbelt		N/A	2-244-540	01/11/21
1733F_Sanibel_C_2F_Copyright_Drawings	Sunbelt		N/A	2-244-539	01/11/21
1782F_Riverrun_C_2M1M_Copyright_Drawings	Sunbelt		2-240-811	2-240-393	01/21/21
1787B_Bella Vista_B_3M_Copyright_Drawings	Sunbelt		2-240-728	2-240-449	01/21/21
1740F_Oceana_C_2M_Copyright_Drawings	Sunbelt		2-241-099	2-241-101	01/21/21
1712F_Cabalina_K_2M1M_Copyright_Drawings	Sunbelt		2-291-616	2-291-614	02/10/21
1783F_TBD_B_2M_Copyright_Drawings	Southern		2-291-620	2-291-619	02/10/21
1755F_Hawthorne_B_3F_Copyright_Drawings	Midwest		2-246-381	2-245-907	03/01/21
1778F_River Birch_C_3F_Copyright_Drawings	Midwest		2-245-916	2-245-909	03/01/21
1680F_Addison_B_2S1F_Copyright_Drawings	Southern		2-245-917	2-245-027	03/01/21
1680F_Addison_C_2S1F_Copyright_Drawings	Southern		2-246-400	2-246-398	03/01/21
1698F_Corbin Park_A_3S_Copyright_Drawings	Midwest		2-247-316	2-246-268	03/01/21
1746B_Talise_S_3M_Copyright_Drawings	Sunbelt		2-246-373	2-244-857	03/01/21
1793B_Avila_B_3M_Copyright_Drawings	Sunbelt		2-245-744	2-245-743	03/01/21
1580F_Arlington_D_2S1F_Copyright_Drawings	Southern		2-247-317	2-245-745	03/01/21
1740F_Oceana_D_2M_Copyright_Drawings	Sunbelt		2-249-024	2-246-524	03/01/21
1689F_Allara_C_2M_Copyright_Drawings	Southern		2-247-314	2-246-511	03/01/21

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1740F_Oceana_M_2M_Copyright_Drawings	Sunbelt		2-246-407	2-246-220	03/01/21
1736F_Mainsail_B_2S_Copyright_Drawings	Southern		2-245-429	2-245-658	03/15/21
1486F_Topsail_B_2S_Copyright_Drawings	Southern		2-245-651	2-245-615	03/15/21
1735F_Sweetwater_B_3M_Copyright_Drawings	Southern		2-248-735	2-245-616	03/15/21
1789B_TBD_G_2M1M_Copyright_Drawings	Southern		2-245-026	2-245-031	03/15/21
1491F_Montague_B_2S_Copyright_Drawings	Southern		2-245-023	2-245-025	03/15/21
1746B_Talise_C_3M_Copyright_Drawings	Sunbelt		2-248-336	2-248-682	04/02/21
1664B_Ashford_B_3S_Copyright_Drawings	Sunbelt		2-248-334	2-248-507	04/02/21
1774B_Novara II_B_3M_Copyright_Drawings	Sunbelt		2-248-333	2-248-505	04/02/21
1733F_Sanibel_C_2F_Copyright_Drawings	Sunbelt		2-252-860	N/A	05/10/21
1615B_Kingston_K_2M1M_Copyright_Drawings	Sunbelt		2-255-624	2-252-859	05/10/21
1786F_Halsten_B_S3_Copyright_Drawings	Midwest		2-255-623	2-256-720	05/10/21
1780F_Radnor_B_2F_Copyright_Drawings	Midwest		2-255-622	2-256-719	05/10/21
1678B_Catalina_K_3M_Copyright_Drawings	Sunbelt		2-255-035	N/A	05/21/21
1534B_Montalcino_C_2M1M_Copyright_Drawings	Sunbelt		2-255-045	N/A	05/21/21
1705F_Coastal Sol_E_2M1G_Copyright_Drawings	Sunbelt		2-255-033	N/A	05/21/21
1628B_Avila_C_3M_Copyright_Drawings	Sunbelt		2-255-032	N/A	05/21/21
1534B_Montalcino_G_2M1M_Copyright_Drawings	Sunbelt		2-255-039	N/A	05/21/21
1799B_Brisbane_D_3M_Copyright_Drawings	Sunbelt		2-255-026	2-255-025	05/21/21
1242F_Carmel_T_3M_Copyright_Drawings	Sunbelt		2-255-024	2-255-023	05/21/21
1788F_Creekside_B_2S2F_Copyright_Drawings	Midwest		2-254-967	2-270-180	05/21/21
1741F_Primrose_B_3M_Copyright_Drawings	Southern		2-256-923	2-256-282	06/09/21
1549F_Southport_B_3S_Copyright_Drawings	Southern		2-256-922	2-256-281	06/09/21
1800B_Brunello_B_3M_Copyright_Drawings	Sunbelt		2-259-708	2-256-280	06/09/21
1790B_Allure_B_2M1M_Copyright_Drawings	Sunbelt		2-259-663	2-259-662	06/09/21
1720F_Driftwood_B_2F_Copyright_Drawings	Southern		2-259-668	2-259-667	06/09/21
1759F_Burnham_C_3F_Copyright_Drawings	Midwest		2-259-706	2-259-704	06/09/21
1798B_Queensland_D_3M_Copyright_Drawings	Sunbelt		2-259-665	2-259-664	06/09/21
1785F_Greyson_B_3F_Copyright_Drawings	Midwest		2-261-913	2-261-915	07/09/21
1791B_Captiva_A_3M_Copyright_Drawings	Sunbelt		2-261-911	2-261-912	07/09/21
1614F_Lanier_A_2S1F_Copyright_Drawings	Southern		2-261-909	N/A	07/09/21
1614F_Lanier_B_2S1F_Copyright_Drawings	Southern		2-261-908	N/A	07/09/21

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1802B_Grandview_B_3M_Copyright_Drawings	Sunbelt		2-266-031	2-265-949	08/20/21
1489B_Shearwater_G_3M_Copyright_Drawings	Sunbelt		2-277-164	2-277-167	11/01/21
1516B_Avila G_3M_Copyright_Drawings	Sunbelt		2-277-157	2-277-162	11/01/21
1529B_Laguna_B_3M_Copyright_Drawings	Sunbelt		2-277-153	2-277-155	11/01/21
1529B_Laguna_S_3M_Copyright_Drawings	Sunbelt		2-277-146	2-277-148	11/01/21
1609F_Baxter_A_3M_Copyright_Drawings	Southern		2-277-141	2-277-143	11/01/21
1609F_Baxter_C_3M_Copyright_Drawings	Southern		2-278-330	2-277-136	11/01/21
1712F_Cabalina_D_2M1M_Copyright_Drawings	Sunbelt		2-278-310	2-278-309	11/01/21
1754B_Coastal Sol II_C_2M_Copyright_Drawings	Sunbelt		2-278-335	2-278-333	11/01/21
1754B_Coastal Sol II_D_2M_Copyright_Drawings	Sunbelt		2-278-235	2-278-337	11/01/21
1761B_Avila II_C_3M_Copyright_Drawings	Sunbelt		2-278-234	2-279-078	11/01/21
1807B_Adira_G_3F_Copyright_Drawings	Sunbelt		2-278-122	2-278-233	11/01/21
1811F_Cabalina_C_3M_Copyright_Drawings	Sunbelt		2-278-119	2-277-365	11/01/21
1803F_Alden_A_2M_Copyright_Drawings	Sunbelt		2-286-538	2-286-540	01/02/22
1801F_Arezzo_M_3M_Copyright_Drawings	Sunbelt		2-286-527	2-286-846	01/02/22
1805F_Asterwood_B_3S_Copyright_Drawings	Midwest		2-286-531	2-286-530	01/02/22
1808B_Talise II_B_3M_Copyright_Drawings	Sunbelt		2-286-689	2-286-532	01/02/22
1762F_Ascona_D_3S_Copyright_Drawings	Sunbelt		2-286-695	2-286-692	01/02/22
1819B_Coastal Sol III_C_2M_Copyright_Drawings	Sunbelt		2-286-700	2-286-697	01/02/22
1741F_Primrose_A_3M_Copyright_Drawings	Southern		2-286-704	2-286-702	01/02/22
1741F_Primrose_C_3M_Copyright_Drawings	Southern		2-286-714	2-286-708	01/02/22
1815B_Copperleaf_C_3M_Copyright_Drawings	Sunbelt		2-286-403	2-286-715	01/02/22
1809F_Randolph_A_3S_Copyright_Drawings	Southern		2-286-420	2-286-419	01/17/22
1792B_Tesoro_K_2M1M_Copyright_Drawings	Sunbelt		2-287-350	2-287-348	01/17/22
1812F_Ventura_2S2F_G_Copyright_Drawings	Midwest		2-287-416	2-287-414	01/17/22
1817B_Costa Rio_D_3M_Copyright_Drawings	Sunbelt		2-287-133	2-287-138	02/01/22
1806F_Cotswold_A_3S_Copyright_Drawings	Sunbelt		2-286-944	2-286-946	02/09/22
1705B_Coastal Sol_C_2M1G_Copyright_Drawings	Sunbelt		2-286-943	2-286-983	02/09/22
1754B_Coastal Sol II_S_2M_Copyright_Drawings	Sunbelt		2-286-940	2-286-941	02/09/22
1762F_Ascona_H_3S_Copyright_Drawings	Sunbelt		2-293-187	2-293-189	02/25/22
1781F_Seascape_A_2F_Copyright_Drawings	Southern		2-293-172	2-293-184	02/25/22

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Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1810F_Dawning_B_3S_Copyright_Drawings	Southern		2-297-212	2-297-253	03/16/22
1823B_Eventide_D_2M1M_Copyright_Drawings	Sunbelt		2-297-043	2-297-136	03/16/22
1222F_Silver Oak_A_2S1F_Copyright_Drawings	Southern		2-297-255	2-297-254	03/16/22
1775B_Annabel_D_3M_Copyright_Drawings	Sunbelt		2-300-511	2-300-513	04/15/22
1826F_TBD_D_2M1M_Copyright_Drawings	Sunbelt		2-300-507	2-300-508	04/15/22
1822B_Grayton_A_3S_Copyright_Drawings	Sunbelt		2-300-717	2-300-719	04/22/22
1821F_Chastain_G_2S1F_Copyright_Drawings	Southern		2-300-718	2-300-721	04/22/22
1816F_Crownview_B_2F_Copyright_Drawings	Southern		2-300-723	2-300-722	04/22/22
1775B_Annabel_R_3M_Copyright_Drawings	Sunbelt		2-300-685	2-300-716	04/22/22
1820B_Pine Ridge_G_2M3M_Copyright_Drawings	Sunbelt		2-300-678	2-300-682	04/22/22
1818F_Meridian_G_2S1F_Copyright_Drawings	Southern		2-300-674	2-300-677	04/22/22
1759F_Burnham_A_3F_Copyright_Drawings	Southern		2-305-462	2-305-458	05/20/22
1781F_Seascape_B_2F_Copyright_Drawings	Southern		2-293-172	2-293-184	08/26/22
1757F_Hartford_B_3F_Copyright_Drawings	Southern		2-321-787	2-320-013	08/26/22
1787_Bella Vista_C_3M_Copyright_Drawings	Sunbelt		2-321-782	2-319-996	08/26/22
1833F_Asterwood II_B_3M_Copyright_Drawings	Midwest		2-320-767	2-320-769	09/02/22
1781F_Seascape_C_2F_Copyright_Drawings	Southern		2-320-277	2-320-276	09/09/22
1840F-Rivercrest-B-3M-Copyright_Drawings	Midwest		2-330-069	2-329-685	11/17/22
1490F_Cumberland_B_2S_Copyright_Drawings	Southern		2-330-070	2-330-078	11/17/22
1833F-Asterwood II-B-3M-Copyright_Drawings	Midwest		2-337-708	2-337-798	01/16/23
1834B_Petrel_A_2F_Copyright_Drawings	Sunbelt		2-337-683	2-337-682	01/16/23
1835B_Turnstone_B_2F_Copyright_Drawings	Sunbelt		2-337-680	2-337-681	01/16/23
1836B_Viero_C_2F_Copyright_Drawings	Sunbelt		2-337-709	2-337-626	01/16/23
1837B_Spoonbill_D_2F_Copyright_Drawings	sunbelt		2-337-560	2-337-562	01/16/23
1844B_Atwater_B_3M_Copyright_Drawings	Sunbelt		2-337-483	2-337-559	01/16/23
1852B_Marquesa_B_2F_01 - Copyright_Drawing	Sunbelt		2-338-524	2-338-530	01/25/23
1853B_Delray_B_2M_01-Copyright_Drawing	Sunbelt		2-340-971	2-338-553	01/25/23
1854B_Caladesi_B_2M_01-Copyright_Drawing	Sunbelt		2-340-968	2-338-502	01/25/23

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1855B_Anna Maria_B_2F_01-Copyright_Drawings	sunbelt		2-338-497	2-338-498	01/25/23
1856B_Veranda_B_2M_01-Copyright_Drawings	sunbelt		2-338-439	2-338-449	01/25/23
1802B-Grandview-C-3M-Copyright_Drawings	Sunbelt		2-336-662	2-339-659	02/08/23
1839B-Taura-B-3M-Copyright_Drawings	Sunbelt		2-339-831	2-339-830	02/08/23
1788F-Creekside-A-2S2F-Copyright_Drawings	Classics		2-343-821	2-343-825	03/02/23
1897B-Aberdeen_II-T-3M-Copyright_Drawings	Sunbelt		2-363-681	2-355-057	06/01/23
1846F-Woodstone-A-3M-Copyright_Drawings	Midwest		2-355-385	2-355-386	06/01/23
1900F-Wrightsville II-B-2M-Copyright_Drawings	classics		2-362-440	2-360-590	06/02/23
1898F_Coquina II_2M_A_01_Copyright_Drawings	classics		2-355-991	2-355-992	6/2/2023
1899F-Obsidian-B-3S-Copyright_Drawings	classics		2-355-987	2-355-990	6/2/2023
1913B-OPAL-B-3M-Copyright_Drawings	Sunbelt		2-364-540	2-364-538	07/26/23
1894B-Model at Oakland Park-B-3R-Copyright_Drawings	Sunbelt		2-364-551	2-364-545	07/26/23
1892F-Wesley-G-3S-Copyright_Drawings	Texas		2-364-562	2-364-554	07/26/23
1908B-Avila_III-B-3M-Copyright_Drawings	Sunbelt		2-367-747	2-367-471	08/11/23
1911F-Rodanthe II-A-2M-Copyright_Drawings	Classics		2-367-470	2-367-440	08/11/23
1910F_Baxter II_B_3M_Copyright_Drawings	Classics		2-367-552	2-367-537	08/11/23
1897B-Aberdeen_II-A-3M-Copyright_Drawings	Sunbelt		2-372-316	2-371-712	09/11/23
1914F-Caswell II-A-2S1F-Copyright_Drawings	Classics		2-371-778	2-371-714	09/11/23
1914F-Caswell II-B-2S1F-Copyright_Drawings	Classics		2-371-715	2-371-527	09/11/23
1839B-Taura-A-3M-Copyright_Drawings	Sunbelt		2-371-717	2-371-529	09/11/23
1899F-Obsidian-A-3S-Copyright_Drawings	Classics		2-371-937	2-371-922	09/12/23
1907B-Kingston II-R-2M1M-Copyright_Drawings	Sunbelt		2-371-919	2-371-921	09/12/23
1912F-Addison II-C-3S-Copyright_Drawings	Classics		2-371-908	2-371-916	09/12/23
1783F-Palmetto-A-2M-Copyright_Drawings	Mountain		2-371-923	2-371-924	09/12/23
1917F-Onyx-B-2S1F-Copyright_Drawings	Classics		2-371-893	2-371-891	09/12/23
1827F-Solera-B-3M-Copyright_Drawings	Sunbelt		2-371-875	2-371-896	09/12/23
1900F_Wrightsville II_A_2M_Copyright_Drawings	Classics		2-372-306	2-372-016	09/14/23
1907B-Kingston II-A-2M1M-Copyright_Drawing	Sunbelt		2-372-310	2-371-975	09/14/23
1845F-Foster-A-2S-Copyright_Drawings	Sunbelt		2-373-255	2-371-979	09/14/23

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1838F_Maritime_A_3S_Copyright_Drawings	Classics		2-372-319	2-372-045	09/15/23
1844B-Atwater-C-3M-Copyright_Drawings	Sunbelt		2-372-308	2-372-320	09/21/23
1839B-Taura-C-3M-Copyright_Drawings	Sunbelt		2-378-539	2-378-540	09/25/23
1844B-Atwater-A-3M-Copyright_Drawings	Sunbelt		2-372-288	2-372-075	09/25/23
1913B-OPAL-B-3M-Copyright_Drawings	Sunbelt		2-372-214	2-372-289	09/25/23
1899F-Obsidian-C-3S-Copyright_Drawings	Classics		2-373-792	2-373-794	09/28/23
1898F-Coquina II-B-2M-Copyright Drawings	Classics		2-374-163	2-374-228	09/29/23
1896F-Envoy-A-3M-Copyright_Drawings	Midwest		2-375-559	2-375-560	10/23/23
1918B-Milan III-B-3M-Copyright_Drawings	Sunbelt		2-376-067	2-376-064	10/23/23
1922F-Woodcliff III-B-3S-Copyright_Drawings	Classics		2-376-488	2-376-487	10/24/23
1923F-Stanford II-B-3S-Copyright_Drawings	Classics		2-377-580	2-377-240	11/01/23
1924F-Ballantyne II-B-2S1F-Copyright Drawings	Classics		2-377-251	2-377-239	11/01/23
1832F-Riversong-B-2M-Copyright_Drawings	Classics		2-377-250	2-377-229	11/02/23
1862F-Radiance-A-3S-Copyright_Drawings	Classics		2-377-248	2-377-241	11/02/23
1879F-Brightwater-B-3M-Copyright_Drawings	Mountain		2-377-244	2-377-246	11/02/23
1880F-Lookout-B-2M-Copyright_Drawings	Classics		2-377-242	2-377-228	11/02/23
1920F-Emerald-B-3S-Copyright_Drawings	Classics		2-377-243	2-377-227	11/02/23
1804F-Hylander-B-3M-Copyright_Drawings	Mountain		2-382-322	Pending	12/06/23
1932B_TBD_BC95_Model_@_Adelaide_Copyright_Drawing	Sunbelt		N/A	2-382-711	12/07/23
1931F-Sonora-3T-B-01_Copyright_Drawings	Texas		2-384-835	2-384-707	12/19/23
1927F-Chamblee-3M-B-01_Copyright_Drawing	Texas		resubmitted 3/7/2024	2-385-937	12/21/23
1904F-Mitchell-B-2M-01-Copyright_Drawing	Mountain		2-387-451	2-387-512	01/04/24

COPYRIGHTED PLANS					
Plan Name		Elevation(s)	Architectural Work (A)#	Technical Dwgs (B)#	Date Submitted
1847F-Atwood-3S-B-02-Copyright_Drawing	Classics		2-386-901	2-386-895	01/05/24
1794F-Valand-2M2M-B-02-Copyright_Drawings	Classics		2-387-189	2-387-117	01/08/24
1930F-Guadalupe-3T-B-01-Copyright_Drawings	Texas		2-387-608	2-387-609	01/08/24
1903F-Hightower-2M-B-02-Copyright_Drawings	Mountain		2-387-258	2-387-143	01/08/24
1922F-Woodcliff III-3S-C-01-Copyright_Drawings	Classics		2-387-256	2-387-132	01/08/24
1926F-Brazos-3M-B-01-Copyright_Drawings	Texas		2-387-305	2-387-126	01/08/24
1850F_R_01_Aspen_B_3M-Copyright_Drawings	Mountain		2-387-308	2-387-310	01/10/24
1928F-Sabine-B-3M-01_Copyright_Drawings	Texas		2-385-032	2-385-028	01/12/24
1799B-Brisbane-3M-02-D_Copyright_Drawings	Sunbelt		2-385-985	2-385-991	01/16/24
1643F-Mediterranean-2M1M-01-E_Copyright_Drawings	Sunbelt		2-385-992	2-385-990	01/16/24
1929F-Santiago-B-2M1F-01-Copyright_Drawings	Texas		Pending	2-387-956	01/17/24
1912F_Addison II_B_3S_01_Copyright_Drawings	Classics		Pending	Pending	01/31/24
1829F_Wynhurst_B_2M-02_Copyright_Drawings	Mountain		Pending	Pending	02/09/24
1911F_The Rodanthe 2_A_2M_Copyright_Drawings	Classics		Pending	Pending	02/19/24
1911F_The Rodanthe II_B_2M-01_Copyright_Drawings	Classics		Pending	Pending	02/19/24
1811F_Cabalina_C_3M-02_Copyright_Drawings	Sunbelt		Pending	Pending	02/19/24
1910F_Baxter II_A_3M_02_Copyright_Drawings	Classics		Pending	Pending	02/23/24
1920F_Emerald_A_3S_01_Copyright_Drawings	Classics		Pending	Pending	02/26/24
1937F_Skybourne_A_2M_01_Copyright_Drawings	Mountain		Pending	Pending	02/27/24
1923F_Stanford II_3S_A_01_Copyright_Drawings	Classics		Pending	Pending	03/06/24
1930F_Sunstone_B_3T_01_Copyright_Drawings	Texas		Pending	Pending	03/07/24
1927F-Chamblee-3M-B-01_Copyright_Drawing	Texas		Pending		03/07/24
1927F_Chamblee_A_3M_01_Copyright_Drawings	Texas		Pending	Pending	03/29/24
1918B_Millan III_C_3M_01_Copyright_Drawings	Sunbelt Block		Pending	Pending	03/29/24

EXHIBIT M
TO THE DISCLOSURE DOCUMENT

FRANCHISE COMPLIANCE CERTIFICATION

This Certificate is not applicable in the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

FORM OF FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement.** Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. You had your first face-to-face meeting with our representative on: _____, 20__.

2. Have you received and personally reviewed our Franchise Agreement and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

   Yes _____ No _____

3. Did you receive the Franchise Agreement, and each related agreement, containing all material terms, at least 7 days before signing any binding agreement (other than any deposit agreement) with us or an affiliate?

   Yes _____ No _____

   * This does not include changes to any agreement arising out of negotiations you initiated with us.

4. Do you understand all of the information contained in our Franchise Agreement and each Addendum (if any) and related agreement provided to you?

   Yes _____ No _____

   If no, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

5. Have you received and personally reviewed our Franchise Disclosure Document ("**FDD**")?

   Yes _____ No _____

6. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

   Yes _____ No _____

7. Did you sign a receipt for the FDD indicating the date you received it?

   Yes _____ No _____

8. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If no, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages if necessary.)

_____

_____

_____

9. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes _____ No _____

10. Have you discussed the benefits and risks of purchasing an AR HOMES® franchise with an attorney, accountant or other professional advisor?

Yes _____ No _____

If no, do you wish to have more time to do so?

Yes _____ No _____

11. Do you understand that the success or failure of your AR HOMES® franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes _____ No _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of an AR HOMES® franchise that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating an AR HOMES® franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

14. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating an

AR HOMES® franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

15. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

16. If you have answered "Yes" to any one of questions 12-15, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____

_____

_____

17. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the franchise for the AR HOMES® franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?

Yes _____ No _____

18. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes _____ No _____

19. You signed the Franchise Agreement, and Addendum (if any) and related agreements on _____, 20____ , and acknowledge that no agreement or addendum is effective until signed and dated by us.

[Signature Page Follows]

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the "**Franchisee Applicant**" constitutes all of the exclusive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitutes the duly authorized representative or agents of the foregoing.

FRANCHISEE APPLICANT:

_____
Signature

_____
Printed Name

_____, 201_
Date

_____
Signature

_____
Printed Name

_____, 201_
Date

_____
Signature

_____
Printed Name

_____, 201_
Date

_____
Signature

_____
Printed Name

_____, 201_
Date

[Signature Page to AR HOMES® Franchise Compliance Certification]

EXHIBIT N - 1

TO THE DISCLOSURE DOCUMENT

FORM OF FINANCING DOCUMENTS FOR HOME

TERM SHEET

HOME FINANCING

Model Home Financing Program
Term Sheet
ARH Models, LLC
2024

Franchise/BC#:

Job #:

1. Franchisee will own the Model Home and Furnishings. 100% of the cost of the model home and lot may be able to be financed--80% by a first-mortgage (construction-perm) through a third-party lender provided by or acceptable to ARHM and a 20% (2nd mortgage) Mezzanine loan provided by ARHM. Primary loan financing for purchase of the model home lot may be available for up to sixty percent (60%) of cost, while ARHM would provide Mezzanine financing for up to twenty percent (20%) of the lot cost. The term of this financing will be 48 months. However, prepayment can occur at any time prior to that without penalty.
2. In most instances, a personal guarantee ("PG") of the Franchisee will be required by the first-mortgage lender, but the need for a PG will depend on the lender.
3. Financing for model home furnishings is separately available through ARHM, subject to a 20% down payment by Franchisee.
4. Franchisee will prepare a Job Budget Detail including model home discounts. This budget will contain Real Vendor costs approved by ARH. Model home discounts are expected to be at least $15.00 per SF living area. ARH will approve the Job Budget prior to closing on the model home lot and any subsequent change orders.
5. Franchisee will build the Model at direct cost without charging overhead.
6. Within one month of opening model home to the public, Franchisee must obtain an appraisal of the model home. Additionally, an updated appraisal may be requested thereafter until the home is sold to a third party.
7. Closing on the model home lot will be simultaneous with the execution of the first-mortgage with the third-party lender and the Mezzanine loan with ARHM.
8. Franchisee will make monthly interest-only payments to both the first-mortgage lender and ARHM during the entire term of each loan once draws have commenced. The ARHM monthly interest payment will be transacted by ACH of the Franchisee's bank account. The interest rate of the first-mortgage and the requirement to pay discount points will vary by lender. The interest rate is generally expected to range from 7% - 10% per year. The interest rate on the ARHM Mezzanine loan will vary based upon market conditions, but is expected to approximate 18% per annum.
9. The interest rate on the ARHM furnishings loan will be 14% per annum and also require Franchisee to make:
    a. A twenty percent (20%) down payment; and
    b. Equal monthly principal payments over a term of 48 months, plus interest based on the unpaid principal balance.
10. Franchisee is responsible for keeping current the payment of required real estate taxes and HOA/CDD fees, as well as purchasing hazard and liability insurance for the model home and providing a copy of the COI to first lender and ARHM with both separately named as additional insureds.
11. An interest reserve equal to six (6) months interest on the maximum balance of both loans will be paid to ARHM at the closing of the loans. The deposit will be used in the event Franchisee

defaults in making required monthly interest payments. This reserve or any unused portion thereof will be returned to Franchisee after closing of a third-party sale of the model home providing 100% of outstanding principal balances of the first-mortgage, Mezzanine and any furnishing loans have been repaid along with any and all accrued but unpaid interest.

12. In the case of Franchisee default for non-payment of any interest due to ARHM or the first-mortgage lender that has extended for 45 days, ARHM has the exclusive right, but not the obligation, to purchase the model at cost from the Franchisee and retain 100% of any profit realized from the sale of the model home and furnishings.

Construction

13. The process for requesting draws, paying vendors and, if appropriate, receiving lien waivers will be established by ARHM based on the construction draw schedule provided by the first-mortgage lender and adhered to by the Franchisee.

Upon Sale to Third-Party Buyer

14. At the time of closing of a sale to a third-party buyer, the following will be paid from closing proceeds to ARHM in satisfaction of the Mezzanine and furnishings loans (the "Mezzanine Loan Payoff"):

    a. Any and all accrued but unpaid interest;

    b. The current outstanding principal balance of the Mezzanine and furnishings loans; and

    c. An incentive payment from the sale of the model home equal to 30.0% of the net profit earned by the Franchisee.

    In the event closing proceeds are insufficient to satisfy the required Mezzanine Loan Payoff, Franchisee may either:

    a. Use other funds of the Franchisee to satisfy the Mezzanine Loan Payoff; or
    b. Agree to repay the unpaid portion through a one percent (1%) escalation of Franchise Fees due ARH until an amount equal to 150% of the unpaid amount has been collected.

FOR ARH MODELS, LLC

_____

Date: _____

FOR FRANCHISE:

_____

PRINT NAME:

Date: _____

HOME FINANCING

AND PROFIT SHARING AGREEMENT

HOME FINANCING AND PROFIT SHARING AGREEMENT

THIS HOME FINANCING AND PROFIT SHARING AGREEMENT (this "Agreement") is dated as of _____the ("Effective Date") by and between _____ a Delaware limited liability company, having an address at _____ ("Owner"), and ARH MODELS, LLC, a Florida limited liability company, having an address at 160 Fountain Pkwy N, Suite 210, St. Petersburg, Florida (together with its successors and assigns, if any, "ARHM").

RECITALS

Owner and ARHM acknowledge the following:

A. Owner is or will be the fee simple owner of certain real estate (the "Land") located in _____ which is more particularly described on Exhibit A attached hereto. The Owner intends to develop and construct on the Land a home (the "Project").

B. Owner has requested that ARHM provide (i) a loan in the maximum principal amount of _____ ($_____) to pay for a portion of the amount needed to help finance the acquisition of the Land and the construction and development of the Project, and (ii) certain development, construction management and marketing concept related services in connection with the Project.

C. ARHM is willing to extend the requested financing and provide certain development, construction management and marketing concept related services upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, represent and warrant as follows:

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Owner and ARHM agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

"Advance" means a disbursement of all or any portion of the Loan.

"Affiliate" means any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"Applicable Law" means all laws, statutes, ordinances, rules, regulations, judgments, decrees or orders of any state, federal or local government or agency which are applicable to the Owner and/or the Project.

"ARH" means AR Franchising, Inc., a Florida corporation.

"Available Proceeds" means the sum of (A) the undisbursed proceeds from the Loan (net of any unpaid accrued interest on the Loan) allocated to each line item in the Budget plus (B) the aggregate amount of all amounts deposited by Owner pursuant to Section 2.3.5.

"Budget" means that detailed budget of all costs to be incurred in connection with the Project, including both hard costs and soft costs, as set forth on **Exhibit B** attached hereto and made a part hereof, as the same may be amended or modified, as provided herein.

"Business Day" means any day other than a Saturday or Sunday or any other day on which the Federal Reserve Bank of New York is closed.

"Commitment" means ARHM's obligation to make the Loan and other extensions of credit pursuant to the terms of this Agreement in an amount not to exceed _____ ($_____).

"Construction Contract" means that certain agreement to be entered into between Owner and Contractor regarding the general contracting services to be performed in connection with the Project, that shall be satisfactory to ARHM in its reasonable discretion, as the same may be amended, restated, modified or supplemented and in effect from time to time, in accordance with the terms and requirements set forth in this Agreement.

"Contractor" means Pledgor.

"Default Rate" means the lesser of (a) five percent (5%) per annum plus the Interest Rate; and (b) the maximum rate provided by Applicable Law.

"Disbursement Request" means a request for disbursement from Owner to ARHM in the form attached hereto as Exhibit C.

"Environmental Law" means any and all federal, state, local and foreign laws or statutes that relate to or impose liability or standards of conduct concerning public or occupational health and safety or the environment, as now or hereafter in effect and as have been or hereafter may be amended, modified or reauthorized, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (42 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Safe Drinking Water Act of 1974 (42 U.S.C. §300(f) et seq.), and the Occupational Safety and Health Act of 1970 (29 U.S.C. §651 et seq.), and all rules, regulations, codes, ordinances and guidance documents now or hereafter promulgated or published thereunder, and the provisions of any licenses, permits, orders and decrees now or hereafter issued pursuant to any of the foregoing

"Event of Default" has the meaning set forth in Section 7 of this Agreement.

"Extended Maturity Date" means the twelve (12) month anniversary date of the Initial Maturity Date.

"Extension Option" shall have the meaning set forth in Section 2.3.6 of this Agreement.

"Extension Request" shall have the meaning set forth in Section 2.3.6(a) of this Agreement.

"First Lien Lender" means _____.

"First Lien Loan" means that certain loan from First Lien Lender to Owner in the maximum principal amount of _____($_____).

"First Lien Loan Documents" means those certain documents and instruments executed and delivered by Owner to First Lien Lender in connection with the First Lien Loan.

"Franchise Agreement" means that certain Franchise Agreement, dated _____, between Pledgor and ARH, as the same may be amended, supplemented or otherwise modified from time to time.

"Interest Reserve" shall have the meaning set forth in Section 2.1.2 of this Agreement.

"Hazardous Material" means any hazardous substance or any pollutant or contaminant defined as such in, or for purposes of, any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, in each case as now or hereafter in force and effect; asbestos or any substance or compound containing asbestos; polychlorinated biphenyls or any substance or compound containing any polychlorinated biphenyl; petroleum and petroleum products; pesticides; and any other hazardous, toxic or dangerous waste, substance or material but excluding materials customarily used in the construction and maintenance of buildings, and cleaning materials, office products and other materials customarily used in the operation of properties such as the Property, provided that, in each case, such materials are stored, handled, used and disposed of in compliance with Applicable Laws and regulations and are individually and in the aggregate not in such quantities as may result in contamination of the Property or any part thereof.

"Improvements" means all structures, all paving, lighting, landscaping, utility lines and equipment and all other site improvements and all other improvements located on the Land.

"Initial Advance" means the first draw or disbursement made from the proceeds of the Loan.

"Initial Maturity Date" means the twenty-four (24) month anniversary of the Effective Date.

"Interest Rate" means eighteen percent (18%) per annum.

"Loan" means the loan from ARHM to Owner in an amount not to exceed _____ ($_____), which is to be disbursed pursuant to this Agreement and which loan shall otherwise be governed by the provisions hereof.

"Loan Documents" means this Agreement, the Pledge Agreement and any other documents and instruments to be executed and delivered by Owner to ARHM in connection with the Loan, all as may be amended, modified, supplemented or restated from time to time.

"Loan Opening Date" means _____.

"Material Adverse Occurrence" means an occurrence of any nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding) which materially adversely affects the financial condition or operations of Owner and/or Pledgor, with respect to the Project or materially impairs the ability of Owner and/or Pledgor to perform its obligations under the Loan Documents or the ability of ARHM to enforce its rights or remedies under the Loan Documents.

"Maturity Date" means _____, the Initial Maturity Date or the Extended Maturity Date, as applicable, and as may be earlier terminated or extended in accordance with the terms of this Agreement.

"Monthly Payment Date" means the first (1st) day of every calendar month occurring during the term of the Loan, provided if such day is not a Business Day, the Monthly Payment Date shall be the next Business Day.

"Net Profit" means the "Adjusted Sales Price" (as defined in the Franchise Agreement) of the Project (including the Land, Improvements and furnishings, if any) less the accumulated costs of the lot, construction of the house and furnishings, if any less the actual costs of sale of the Project comprised of (a) outside broker commissions, (b) internal sales commissions not to exceed 2.50%, (c) any developer commissions payable at the time of sale, (d) other transaction fees paid by Owner required by Applicable Law, (e) interest paid during construction on all loans from the First Lien Lender or ARHM and related to the home construction and furnishings, if any, (f) the cost associated with builders risk insurance, real estate taxes and homeowners association dues incurred during construction and (g) all franchise fees paid or payable to ARH with respect to the Project, as governed by the Franchise Agreement, which is to include a true-up of the franchise fee based on the adjusted sales price stated in the sales contract with the third-party buyer.

"Obligation" means all obligations of the Owner to pay principal and interest on the Loan, all fees and charges payable hereunder, all profit sharing obligations hereunder and all other payment obligations of Owner arising under or in relation to any Loan Document, in each case whether now existing or hereinafter arising, due or to become due, direct or indirect, absolute or continence, and howsoever evidenced, held or acquired.

"Person" means any individual, firm, corporation, business enterprise, trust, association, joint venture, partnership, limited liability company, governmental body or other entity, whether acting in an individual, fiduciary or other capacity.

"Plans and Specifications" means, collectively, the architectural and engineering plans and specifications for the Project delivered to ARHM by Owner.

"Pledgor" means _____, the entity that owns 100% of the membership interests of Owner.

"Pledge Agreement" means that certain Pledge Agreement dated as of the date hereof made by Pledgor for the benefit of ARHM, as the same may be amended, modified, supplemented or restated from time to time.

"Project Completion Date" shall have the meaning set forth in Section 6.1 of this agreement.

"Project Schedule" shall have the meaning set forth in Section 4.10 of this Agreement.

"Property" means the Land and the Improvements (whether before or after completion of the Work) and all other tangible and intangible assets benefitting or otherwise appertaining to the Project, including, without limitation, all of the collateral for the Loan described in the Loan Documents.

"Title Company" means _____.

"Unmatured Default" means an event or circumstance that with the giving of notice, the passage of time, or both, would constitute an Event of Default.

"Work" means the performance of all construction and provision of all materials in connection with the building, furnishings (if any), fixtures, and equipment for the Project, all in accordance with the provisions of this Agreement and with the Plans and Specifications, the Budget and the other documentation approved by ARHM.

2. The Loan.

2.1. Commitment and Loan.

2.1.1. **Loan Amount**. Subject to and upon the terms and conditions set forth in this Agreement, including, without limitation, Owner's satisfaction of the conditions for the opening of the Loan and subsequent advances of the Loan set forth in Section 4 and Section 5, Owner agrees to borrow from ARHM and ARHM agrees to lend to Owner, before the Maturity Date, such sums of money as may from time to time be requested by Owner solely for the acquisition of the Land and construction of the Project, up to an aggregate amount of the Commitment, less the Interest Reserve, upon the terms and conditions hereof. Owner shall request and ARHM shall be required to make, subject to the terms and conditions provided herein, disbursements of the Loan not more frequently than once each calendar month. The Loan is not a revolving facility, and Owner shall not have the right to re-borrow any portion of the Loan proceeds which are repaid to ARHM.

2.1.2. **Interest Reserve**. ARHM may establish and set aside out of the Loan, an interest reserve (the "Interest Reserve") in the amount equal to six (6) months interest on the Commitment and the First Lien Loan if an Interest Reserve is not separately established by the first Lien Lender as the same may accrue or become payable prior to the repayment in full of the Loan and the First Lien Loan. Amounts set aside as the Interest Reserve shall not be available for disbursement to Owner for any purpose other than payment of interest. Disbursement of the Interest Reserve shall be made only if there is an Event of Default under Section 7.1 with respect

to the payment of interest hereunder or under the First Lien Loan, as applicable. In conjunction with the closing of a Permitted Sale, and provided the First Lien Loan is paid in full, return of any amounts remaining in the Interest Reserve will be incorporated into the payoff amount submitted to the Title Company by ARHM in satisfaction of Owner's Obligation to ARHM. No Interest shall be payable to Owner on the Interest Reserve.

2.2. Interest Rate.

2.2.1. **Interest Rate**. Except as herein provided with respect to interest accruing at the Default Rate, interest on the principal balance of the Loan outstanding from time to time shall accrue at the Interest Rate.

2.2.2. **Default Rate**. During the existence of an Event of Default, the outstanding principal balance of the Loan and, to the extent permitted by law overdue interest in respect of the Loan, shall accrue interest at the Default Rate, calculated from the date the default occurred which led to such an Event of Default, without regard to any grace or cure periods contained herein.

2.2.3. **Interest Calculation**. Unless otherwise expressly set forth herein, any accrued interest on any Loan, any fees or any other Obligations due hereunder shall be computed on the basis of a year of three hundred sixty (360) days and the actual number of days elapsed.

2.2.4. **Usury**. In no event shall the amount of interest due or payable on the Loan or other Obligations exceed the maximum rate of interest allowed by Applicable Law and, if any such payment is paid by Owner or received by ARHM, then such excess sum shall be credited as a payment of principal, unless Owner shall notify ARHM in writing that Owner elects to have such excess sum returned to it forthwith. It is the express intent of the parties hereto that Owner not pay and ARHM not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by Owner under Applicable Law. Owner agrees to the effective rate of interest provided herein plus any additional rate of interest resulting from any other charges in the nature of interest paid or to be paid by Owner in connection with this Agreement.

2.3. Loan Payments.

2.3.1. **Interest Payment**. Commencing on the first day of the first month after the Loan Opening Date, and on each Monthly Payment Date thereafter, Owner shall pay to ARHM, monthly in arrears, interest on the outstanding principal balance of the Loan at the Interest Rate.

2.3.2. **Payment on Maturity Date**. Owner shall pay to ARHM on the Maturity Date the outstanding principal balance of the Loan, all accrued and unpaid interest and all other amounts due hereunder and under the other Loan Documents.

2.3.3. **Late Charge**. If any payment under this Agreement or any other Loan Document is not made within ten (10) days after such payment is due, then, in addition to the payment of the amount so due, Owner shall pay to ARHM a "late charge" equal to five percent (5.0%) of the amount of that payment. This late charge may be assessed without notice, shall be immediately due and payable and shall be in addition to all other rights and remedies available to ARHM. The Owner agrees that the damages to be sustained by ARHM for the detriment caused by any late payment are extremely difficult and impractical to ascertain, and that the amount of five

cents for each one dollar due is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

2.3.4. **Optional Prepayment**. Owner shall have the right to prepay the Loan without payment of any prepayment fee or premium upon not less than three (3) Business Days' written notice in whole or in part at any time during the term of the Loan.

2.3.5. **Place and Application of Payments**. All payments of principal of and interest on the Loan, and of all other Obligations payable by Owner under this Agreement and the other Loan Documents, shall be made by Owner to ARHM by no later than 12:00 p.m. (Florida time) on the due date thereof through automated clearing house transfers from Owner's designated operating account directly to ARHM (or by such other method or to such other location as ARHM may designate to Owner). Any payments received after such time shall be deemed to have been received by ARHM on the next Business Day. All such payments shall be made in U.S. Dollars, in immediately available funds at the place of payment, in each case without set-off or counterclaim.

If at any time insufficient funds are received by and available to ARHM to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of fees, indemnities and expense reimbursements then due hereunder, (ii) second, towards payment of interest and Late Charges then due hereunder, and (iii) third, towards payment of principal then due hereunder. Notwithstanding the foregoing, during the existence of an Event of Default, ARHM shall have the right to apply repayments and proceeds of collateral to the Obligations in any order, in its sole discretion.

2.3.6. **Extension of Maturity Date**. Owner shall have the one-time option (the "Extension Option") to extend the Initial Maturity Date to the Extended Maturity Date upon satisfaction of the following conditions precedent which must be satisfied prior to the Initial Maturity Date, the satisfaction of such conditions precedent to be determined by ARHM in its reasonable discretion:

(a) Extension Request. Owner shall deliver written notice of such request (the "Extension Request") to ARHM not later than the date which is sixty (60) days prior to the Initial Maturity Date;

(b) First Lien Loan Extension. ARHM shall have received evidence that the maturity of the First Lien Loan has also been extended to the Extended Maturity Date;

(c) No Default. On the date the Extension Request is submitted and on the Initial Maturity Date, there shall exist no Unmatured Default or Event of Default;

(d) Appraisal. ARHM may request and, if such request is made, ARHM shall be provided with an appraisal in form and substance, and prepared by an appraiser satisfactory to ARHM;

(e) Additional Documents. Not later than the Initial Maturity Date, (A) the extension shall have been consented to and documented to ARHM's satisfaction by Owner, ARHM, and all other parties deemed necessary by ARHM; and

(f) Satisfaction of Conditions. If all of the foregoing conditions are not satisfied strictly in accordance with their terms, the extension shall not be or become effective.

2.3.7. Payments Free of Taxes. Any and all payments by or on account of any obligation of Owner under any Loan Document shall be made without deduction or withholding for any taxes, except as required by applicable law. If any Applicable Law requires the deduction or withholding of any tax from any such payment, then the sum payable by the Owner shall be increased as necessary so that after such deduction or withholding has been made ARHM receives an amount equal to the sum it would have received had no such deduction or withholding been made.

3. Representations and Warranties of Owner. In order to induce ARHM to make the Loan, Owner represents and warrants to ARHM that:

3.1. Owner is duly organized, validly existing, and in good standing under the laws of its state of organization.

3.2. The execution, delivery, and performance by Owner of this Agreement and the Loan Documents are within its powers, have been duly authorized by all necessary action, and do not contravene Owner's organizational documents (e.g., charter, articles of incorporation and bylaws, articles of association and operating agreement, partnership agreement or any similar organizational documents) or any law or contractual restriction binding on or affecting Owner, including without limitation the First Lien Loan Documents.

3.3. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for Owner's due execution, delivery, and performance of this Agreement or the Loan Documents.

3.4. This Agreement is Owner's legal, valid, and binding obligation enforceable against the Owner in accordance with its terms.

3.5. All financial statements submitted to ARHM relating to Owner, Pledgor and the Project are true, complete and correct, and have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition of the party to which they pertain and the other information therein described and do not contain any untrue statement of a material fact or omit to state a fact material to the financial statement submitted or this Agreement. No Material Adverse Occurrence has occurred in the financial condition of Owner, Pledgor or the Project and no material increase in the contingent liabilities of Owner or Pledgor has occurred, in each case, since the dates of each such financial statement.

3.6. There is no pending or threatened action or proceeding affecting the Owner or the Project before any court, governmental agency or arbitrator, which may materially adversely affect the Owner's financial condition or operations or which purports to affect the legality, validity, or enforceability of this Agreement or the Loan Documents.

3.7. Owner owns, or simultaneously with the Initial Advance will own, good and marketable fee simple title to the Property. The Property is owned free and clear of all liens, claim and encumbrances, except the lien granted pursuant to the terms of the First Lien Loan Documents.

3.8. Owner has examined and is familiar with all easements, covenants, conditions, restrictions, reservations, building laws, regulations, zoning and land use ordinances, and federal, state and local requirements affecting the Project. The Project will at all times and in all material respects conform to and comply with the requirements of such easements, covenants, conditions, restrictions, reservations, building laws, regulations, zoning and land use ordinances, and federal, state and local requirements. The present and proposed operation and use of the Land and the Project do not violate any applicable law, ordinance, code, rule, regulation, order or any restrictive covenant or any similar zoning or land use restriction binding on the Land or the Project. The Land is a legal parcel lawfully created in full compliance with all subdivision laws and ordinances.

3.9. All water, sewer, electric, telephone and drainage facilities and all other utilities required by law and by the normal operation of the Project have been installed to the boundary lines of the Land, are connected pursuant to valid permits, the cost of extending and connecting such utilities to the Land is stated in the Budget, and are adequate to fully comply with all requirements of law and to serve the Project for its intended use.

3.10. All roads, easement areas and other modes of ingress and egress necessary for the full utilization of the Project have either been completed and Owner has the legal right to use such roads, easement areas or modes of access; or any roads, easement areas or modes of access not so completed will be completed in accordance with the Plans and Specifications and sufficient funds are provided for in the Budget to complete such roads, easement areas or modes of access.

3.11. Owner has not received, and has no knowledge of any other party having received, any notice from any insurer of any defects or inadequacies in the Land or the Project which would adversely affect the insurability of the Land or the Project;

3.12. Construction of the Project must commence no later than one hundred twenty (120) days after the date hereof. The Project will be constructed in accordance with the Plans and Specifications. The construction shall not be deemed to be in accordance with the Plans and Specifications if, among other things: (i) the quality of materials used in the construction of the Project is not equal or superior to those shown in the Plans and Specifications; (ii) the square footage of the Project is changed; or (iii) the structural design or integrity of the Project changes.

3.13. The amount shown on the Budget, adjusted for any change orders reviewed and approved by ARHM, is sufficient to completely construct the Project (including, but not limited to, the construction of on-site and off-site improvements, hard-cost and soft-costs, the cost of all design fees, legal fees and financing costs) in accordance with the Plans and Specifications.

3.14. The total cost for the Project shall not exceed the amount provided in the Budget, as adjusted for any change orders reviewed and approved by ARHM. Owner shall provide details supporting any change order individually exceeding $5,000.00 to ARH's Purchasing Support Group ("PSG") for review. Such supporting detail and PSG's approval will be exchanged via email. Such cost is a true and accurate estimate of the costs necessary to complete the Project in a good and workmanlike manner according to the Plans and Specifications, and Owner shall take all steps necessary to prevent the actual cost of the Project from exceeding such amount.

3.15. The Construction Contract is in full force and effect, no defaults exist pursuant to the Construction Contract and Owner does not know of any condition which with the passage of time or the giving of notice, or both, would constitute a default pursuant to the

Construction Contract. The Construction Contract has not been amended, modified, supplemented or assigned in any manner. In the aggregate, the Construction Contract covers all labor, material and equipment required by the Plans and Specifications or necessary to complete the Project.

3.16. No Event of Default or Unmatured Default has occurred.

Owner agrees that all of the representations and warranties set forth in Section 3 and elsewhere in this Agreement are true as of the date hereof, and each disbursement of Loan proceeds shall be deemed to be a reaffirmation by Owner that each of the representations and warranties is true and correct as of the date of such disbursement. It shall be a condition precedent to the opening of the Loan and each subsequent disbursement that each of said representations and warranties is true and correct as of the date of such requested disbursement. Notwithstanding the foregoing, any representation and warranty which is by its express terms made as of a specific date shall only be deemed made as of said date. All representations and warranties made in this Agreement or any other Loan Document or in any certificate or other document delivered to ARHM pursuant to or in connection with this Agreement shall be deemed to have been relied upon by ARHM notwithstanding any investigation heretofore or hereafter made by ARHM or on its behalf.

4. Conditions To Loan Opening Date. Prior to the Loan Opening Date, Owner shall execute and/or deliver to ARHM the following documents and other items required to be executed and/or delivered by Owner, and shall cause to be executed and/or delivered to ARHM the following documents and other items required to be executed and/or delivered by others, all of which documents and other items shall contain such provisions as shall be required to conform to this Agreement and otherwise shall be satisfactory in form and substance to ARHM (and any such document or item not executed and/or delivered to ARHM on or before the Loan Opening Date shall not be deemed a permanent waiver of such requirement unless and except as set forth expressly in writing signed by ARHM; and absent an express written permanent waiver, ARHM may at any time subsequent thereto insist upon execution and/or delivery of such document or other item):

4.1. The Loan Documents. Owner, Pledgor and all other applicable parties shall have executed and delivered each of the Loan Documents.

4.2. Organizational Documents. Owner shall have furnished to ARHM copies, certified to ARHM by an officer of Owner or Pledgor, as applicable, to be true and correct as of the date hereof: (i) the articles of organization and operating agreement of Owner; (iii) the articles of incorporation and bylaws, if Pledgor is a corporation, or the articles of organization and operating agreement if Pledgor is a limited liability company; (iii) resolutions authorizing the transaction and the execution and delivery of the applicable Loan Documents; and (iv) a certificate of incumbency. Owner shall also deliver a satisfactory certificate of status or good standing certificate for Owner and Pledgor as issued be the applicable governmental authority.

4.3. Insurance. Owner shall have furnished to ARHM the certificates of insurance and the policies of insurance as provided in Section 6.1.

4.4. Searches. Owner shall have furnished to ARHM current Uniform Commercial Code, federal and state tax lien and judgment searches, pending suit and litigation searches and bankruptcy court filings searches covering Owner and Pledgor and disclosing no matters objectionable to ARHM.

4.5. Contracts. Owner shall have delivered to ARHM copies of all architect, construction, engineer, and any other contracts requested by ARHM that are necessary to complete the Project including, but not limited to, the Construction Contract.

4.6. Plans and Specifications. Owner shall have delivered to ARHM, and ARHM shall have the right to approve or disapprove, in its reasonable discretion, a complete set of the Plans and Specifications for the Project which shall have been approved by all necessary governmental Authorities.

4.7. Budget. Owner shall have delivered to ARHM a true, correct and complete copy of the Budget.

4.8. Licenses, Permits and Approvals. Owner shall have delivered to ARHM copies of all governmental and quasi-governmental approvals and permits required to develop and operate the Project, including, but not limited to all building permits issued as of the date hereof.

4.9. Project Schedule. Owner shall have delivered to ARHM a reasonably detailed Project development and construction schedule ("Project Schedule") specifying all of the projected start and completion dates (or delivery dates) for each component of development of the Project. Contractor maintaining an accurate construction schedule in the Arthur Rutenberg Information Systems ("ARIS") software satisfies this requirement.

4.10. Utilities. Owner shall have delivered to ARHM evidence reasonably satisfactory to ARHM that all utility services necessary for the development, construction and operation of the Project (including, but not limited to, sanitary sewer, water, electricity, gas and other similar utilities) are available to the Land in sufficient capacity to serve the Project and that Owner will be permitted to directly connect the Project to all such utility services without unusual expense.

4.11. First Lien Loan Documents. Owner shall have delivered to ARHM executed copies of the First Lien Loan Documents which must be in form and content satisfactory to ARHM.

4.12. Flood Hazards. Owner shall have delivered to ARHM evidence that (a) no portion of the Land is located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards, or if any portion of the Real Property is so located, evidence that flood insurance is in effect; and (b) no portion of the Real Property is located in a federally, state or locally designated wetland or other type of government protected area.

4.13. Environmental Report. Owner shall have delivered to ARHM copies of any environmental reports or studies covering the Land delivered to First Lien Lender or otherwise in Owner's possession.

4.14. Title Policy. Owner shall have delivered to ARHM a commitment issued by the Title Company to issue an owner's title insurance policy showing Borrower as the owner of the Land and otherwise in the form and substance acceptable to Lender.

5. Disbursement of the Loan.

5.1. Conditions Precedent in General. In addition to the conditions to disbursement set forth in the First Lien Loan Documents and the other conditions set forth herein,

the obligation of ARHM to make the Initial Advance or any subsequent Advance under this Agreement shall be conditioned upon and subject to the satisfaction of all of the following conditions:

5.1.1. All representations and warranties contained in this Agreement and in the other Loan Documents shall be true in all material respects on and as of the date of such Advance.

5.1.2. Owner shall have performed all of its obligations under all Loan Documents which are required to be performed on or prior to the date of such Advance.

5.1.3. There shall have been no Material Adverse Occurrence to Owner or Pledgor since the Loan Opening Date, as reasonably determined by ARHM.

5.1.4. No Event of Default shall have occurred that has not been waived in writing by ARHM and no Unmatured Default shall then exist.

5.1.5. No litigation or proceedings are pending or threatened against Owner, Pledgor, or the Project, which litigation or proceedings, in the reasonable judgment of ARHM, could constitute a Material Adverse Occurrence.

5.1.6. Owner shall have delivered to ARHM a Disbursement Request not less than five (5) Business Days prior to the requested Advance, specifying in detail the amount and mode of each Advance and accompanied by the following, all in form and substance satisfactory to ARHM:

(g) An owner's sworn statement and disbursement request;

(h) An application for payment and sworn Contractor's statement from Contractor, and a statement of a duly authorized officer of Contractor that all items of construction cost have been incorporated into the Project in accordance with the Plans and Specifications, together with a waiver of lien with respect to the current disbursement and all previous disbursements from the Contractor;

(i) Invoices for all soft costs which are the subject of the Advance;

(j) A certificate of any architect, on a form satisfactory to ARHM;

(k) Building and other applicable permits issued by the appropriate governmental bodies for all Work for which a Advance is requested; and

(l) Such other documents, assignments, certificates and opinions as are reasonably required by ARHM.

5.1.7. No event, circumstance or condition exists or has occurred which, in ARHM's sole judgment, could delay or prevent the completion of the Work by the Project Completion Date.

5.1.8. Subject to Force Majeure, no event, circumstance or condition exists or has occurred which, in ARHM's sole judgment, could delay or prevent the completion of the Work by the Project Completion Date.

5.1.9. ARHM shall be satisfied as to the continuing accuracy of the Budget.

5.1.10. Prior to any Advance for vertical construction of the Improvements, Owner shall have delivered to ARHM copies of all permits required for the completion of the construction of the Work to the extent not previously delivered to ARHM in accordance with the terms and provisions of this Agreement, including without limitation, the building permit, each of which shall be in form and substance satisfactory to ARHM.

5.2. Representations and Warranties. Each request for an Advance by Owner shall constitute (a) Owner's certification that the representations and warranties contained in Section 3 are true and correct in all material respects as of the date of such request, (b) Owner's certification that Owner is in compliance with the conditions contained in this Section 5, and (c) Owner's representation and warranty to ARHM, with respect to the Work, materials and other items for which payment is requested that (i) such Work and materials for which Loan proceeds were previously disbursed have been incorporated into the Project, free and clear of liens, claims and encumbrances, (ii) the value thereof is as estimated therein, (iii) such Work and materials substantially conform to the Plans and Specifications, this Agreement and all Applicable Laws, and (iv) the requisitioned value of such Work and materials and the amounts of all other items of cost for which payment is requested by Owner have theretofore been in fact paid for in cash by Owner or the same are then due and owing by Owner and will in fact be paid in cash by Owner within ten (10) days after Owner's receipt of the requested Advance. Neither review nor approval by ARHM of requests for disbursement or any information contained therein or any other information provided to ARHM in accordance with the other provisions of this Section 5 shall constitute the acceptance or approval by ARHM of any portion of the Work.

5.3. Method and Application of Disbursements.

5.3.1. Advances shall be made by ARHM either through the Title Company or directly to Owner. Once the Advance is funded to the Title Company, such Advance shall be deemed to have been funded to Owner.

5.3.2. Notwithstanding the foregoing, ARHM shall not be responsible, liable or obligated to the Contractor, subcontractors, suppliers, materialmen, laborers, architects, engineers, or any other parties, for services or work performed, or for goods delivered by them or any of them, in and upon the Land or employed directly or indirectly in the performance of the Work, or for any debts or claims whatsoever accruing in favor of any such parties and against Owner or others, or against the Project.

5.4. Project Schedule. All Advances shall be made in accordance with the Project Schedule, which Owner agrees to update and maintain.

6. Additional Covenants of Owner. Owner covenants and agrees that it will:

6.1. Manner of Construction. Commence construction of the Project within one hundred twenty (120) days after the date of this Agreement and complete construction of the Project by _____ (the "Project Completion Date") in a good and workmanlike

manner in accordance with plans and specifications approved by ARHM and in conformity with all Applicable Laws.

6.2. Change Orders. Not make any changes in the Plans or Specifications for the Project without the prior review and approval of ARHM.

6.3. Compliance with Laws. Take all actions necessary so that the Land, construction of the Project, the Project and use of the Project for its intended purpose are and will be in compliance with all zoning, building, subdivision, condominium, health, traffic, environmental, safety and other laws, regulations and ordinances and private covenants and restrictions applicable to the Land and the Project. Owner shall immediately notify ARHM in writing of any notice received from any Person indicating that Owner is, or may be, in violation of such laws, regulations, ordinances or restrictions and covenants.

6.4. Use of Proceeds. Not expend any of the proceeds of the Loan except for acquisition of the Land and construction of the Project and other purposes approved by ARHM.

6.5. Financial Statements. Deliver to ARHM such financial statements and other information concerning the condition of Owner and Pledgor as ARHM may from time to time request.

6.6. Appraisal. Owner shall deliver an appraisal to ARHM within thirty (30) days of the Project Completion Date. Owner further acknowledges and agrees that ARHM may obtain upon request but no more frequently than once every six months, an appraisal of all or any part of the Property prepared in accordance with written instructions from ARHM by a third-party appraiser acceptable to ARHM. Owner shall permit access to the Property in connection with any appraisal and shall otherwise cooperate with any such third-party appraiser. The cost of any such appraisal shall be borne by Owner and shall be included in determining the Net Profit of the Project.

6.7. Inspection. Upon reasonable prior written or oral notice (which shall not be required in the event of an emergency), Owner shall permit inspection of the Property by ARHM, a consultant of ARHM and any other agent or designee of ARHM.

6.8. Concerning the Premises. Owner shall: (a) maintain, preserve and keep the Property in good repair, working order and condition and shall from time to time make all necessary repairs, renewals, replacements, additions and betterments thereto so that at all times the Property and the Improvements shall be fully preserved and maintained; (b) not allow any Hazardous Materials to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Property, and shall comply with all Environmental Laws applicable to the Property; (c) cause the Property to be taxed as one or more separate tax parcels which do not include any property other than the Property; (d) ensure that under Applicable Law, the Property may be mortgaged, conveyed and otherwise dealt with as a separate legal parcel.

6.9. Affirmation of Representations and Warranties. Owner agrees that all representations and warranties of Owner contained in Section 3 hereof shall remain true in all material respects at all times until the Loan is repaid in full.

6.10. Taxes and Assessments. Owner shall pay when due and before any penalty attaches all general taxes and all special taxes, special assessments, water charges, drainage and sewer charges, homeowners association fees, community development district fees and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed,

imposed or charged on or against it or on the Property, and shall, upon written request, exhibit to ARHM official receipts evidencing such payments.

6.11. Insurance. Owner shall, at its expense, during the term of this Agreement, procure and keep in force, or cause to be kept in force, insurance coverages in form, content and amounts approved by ARHM and written by an insurance company or companies licensed to do business in the state in which the Property is located and domiciled in the United States or a governmental agency or instrumentality approved by ARHM. The policies for such liability insurance (other than workmen's compensation insurance) shall name ARHM as an additional insured thereunder. All such policies of insurance shall include a thirty (30) day (except for nonpayment of premium, in which case, a ten (10) day) notice of cancellation clause in favor of ARHM. All policies or certificates of insurance shall be delivered to and held by ARHM as further security for the payment of obligations arising under the Loan Documents, with evidence of renewal coverage delivered to ARHM at least thirty (30) days before the expiration date of any policy.

6.12. Proceedings Affecting Property. If any proceedings are filed seeking to enjoin or otherwise prevent or declare invalid or unlawful the construction, occupancy, use, maintenance or operation of the Property, or any portion thereof, Owner shall cause such proceedings to be vigorously contested in good faith, and in the event of an adverse ruling or decision, prosecute all allowable appeals therefrom, and shall, without limiting the generality of the foregoing, resist the entry or seek the stay of any temporary or permanent injunction that may be entered, and use its best efforts to bring about a favorable and speedy disposition of all such proceedings. All such proceedings, including without limitation, all of ARHM's costs, and fees and disbursements of ARHM's counsel in connection with any such proceedings, whether or not ARHM is a party thereto, shall be at Owner's expense. To the extent that ARHM incurs any such expenses, including attorneys' fees and fees and charges for court costs, bonds and the like, Owner shall reimburse ARHM for such expenses and the amount due ARHM shall bear interest from the date so incurred by ARHM until repaid to ARHM at the Default Rate and shall be payable to ARHM on demand.

6.13. No Debt. Except for obligations owing to ARHM and the First Lien Loan, Owner shall not incur or become liable for any indebtedness.

6.14. Liens. Owner shall keep fee simple title to the Project and shall not create, incur, assume or suffer to exist any mortgage, pledge or other lien claims or encumbrances against the Project, any other property, real or personal, which secures the Loan or against any funds due Contractor or any subcontractor, other than (i) those under the Loan Documents, (ii) those under the First Lien Loan Documents, and (iii) liens for real estate taxes and special assessments that are not delinquent.

6.15. Sale of Property; Profit Sharing. Owner shall not, without ARHM's prior written consent, directly or indirectly, suffer, permit or enter into any agreement for any sale, lease, transfer, or in any way encumber or dispose of or grant or suffer any security or other assignment (collateral or otherwise) of or in all or any portion of the Property. Notwithstanding the foregoing, provided no Event of Default exists, Owner may enter into any agreement for any sale or transfer of all the Property to a third-party, with such terms as Owner shall reasonably determine (a "Permitted Sale"). Upon the closing of any Permitted Sale, the net cash proceeds from such Permitted Sale shall be disbursed as follows: (a) first, to the First Lien Lender for the satisfaction of all outstanding principal, accrued and unpaid interest and all other fees, expenses and other obligations owing under the First Lien Loan Documents; (b) second, to

ARHM for the satisfaction of all outstanding principal, accrued and unpaid interest and all other fees, expenses and other obligations owing in connection with the Loan and any loan from ARHM to the Owner for furnishings for the Project; (c) third to ARHM in the amount equal to 30% of the Net Profit from the sale of the Project, and (d) finally, to be retained by Owner. In the event the net cash proceeds are insufficient to satisfy the obligations owing to ARHM set forth in (b) and (c) above in full, Owner may use other funds to satisfy such obligations or request that ARHM continue to finance the unpaid amount of such obligations at the Interest Rate.

6.16. Single Asset Entity. Owner shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Property and/or cash and other assets relating thereto, or become a shareholder of or a member or partner in any entity which acquires any property other than the Property, until such time as the Obligations have been fully repaid. The organizational documents of Owner shall limit its purpose to the acquisition, construction, operation, management, leasing and disposition of the Property and/or matters relating thereto and such purposes shall not be amended without the prior written consent of ARHM. Owner shall: (a) Maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other Person including Pledgor or any other Affiliate; (b) Conduct its own business in its own name, pay its own liabilities out of its own funds, allocate fairly and reasonably any overhead for shared employees and office space, and to maintain an arm's length relationship with its Affiliates; (c) Hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, maintain adequate capital in light of its contemplated business operations, and observe all organizational formalities; and (d) Not, and shall not permit any constituent party of Owner to seek the dissolution or winding up, in whole or in part, of Owner and/or such constituent party of Owner, nor merge with or be consolidated into any other entity.

7. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default":

7.1. Failure by Owner or Pledgor to make: (i) any payment of principal or interest hereunder (within five (5) days of the date when due except upon maturity or acceleration), or (ii) any other payment under the Loan Documents within five (5) days of the date when due or, if no date is stated, five (5) days after demand (or such shorter period as may be expressly provided for herein or therein).

7.2. Failure by Owner to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Owner contained in this Agreement and not specifically referred to elsewhere in this Section 7; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Property, and the priority, validity and enforceability of the liens created by this Agreement, the Pledge Agreement or any of the other Loan Documents and the value of the Property is not impaired, threatened or jeopardized, then Owner shall have a period ("Cure Period") of thirty (30) days after Owner obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period (provided, however, such period shall be limited to thirty (30) days if such failure can be cured by the payment of money);

7.3. The existence of any material inaccuracy or untruth in any representation or warranty contained in this Agreement or any other Loan Documents, or of any statement or certification as to facts delivered to ARHM by or on behalf of Owner or Pledgor;

7.4. Failure by Owner to comply with Section 6.1, 6.10, 6.11, 6.13, 6.14, 6.15, or 6.16;

7.5. If there occurs a Material Adverse Occurrence;

7.6. The termination of the Construction Contract without ARHM's prior written consent; unless (i) Owner enters into a new construction contract, in form and substance satisfactory to ARHM, within thirty (30) days from the termination of the Construction Contract with a contractor approved by ARHM and (ii) the Project can be completed by the Project Completion Date, as determined by ARHM;

7.7. Owner, Pledgor or any of their permitted successors or assigns shall: (a) file a voluntary petition in bankruptcy or an arrangement or reorganization under any federal or state bankruptcy, insolvency or debtor relief law or statute (hereinafter referred to as a "Bankruptcy Proceeding"); (b) file any answer in any Bankruptcy Proceeding or any other action or proceeding admitting insolvency or inability to pay his, her or its debts; (c) fail to oppose, or fail to obtain a vacation or stay of, any involuntary Bankruptcy Proceeding within sixty (60) days after the filing thereof; (d) solicit or cause to be solicited petitioning creditors for any involuntary Bankruptcy Proceeding against Owner or Pledgor; (e) be granted a decree or order for relief, or be adjudicated a bankrupt or declared insolvent in any Bankruptcy Proceeding, whether voluntary or involuntary; (f) have a trustee or receiver appointed for or have any court take jurisdiction of its property, or the major part thereof, or all of any portion of the Property, in any voluntary or involuntary proceeding for the purpose of reorganization, arrangement, dissolution or liquidation, and, with respect to an involuntary proceeding only, such trustee or receiver is not discharged or such jurisdiction is not relinquished, vacated or stayed on appeal or otherwise, within sixty (60) days after the commencement thereof; (g) make an assignment for the benefit of creditors; (h) consent to any appointment of a receiver or trustee or liquidator of all of its property, or the major part thereof, or all or any portion of the Property; (i) have an attachment or execution levied with respect to, or other judicial seizure be effected for, all or substantially all of its assets or all or any portion of the Property, or the placing of any attachment, levy of execution, charging order, or other judicial seizure on the interest of the parent of Owner; or (j) liquidates, dissolves, terminates or otherwise ceases to exist.

7.8. The entry of any order enjoining or otherwise preventing or declaring invalid or unlawful the construction, occupancy, maintenance, operation or use of the Property, or any portion thereof, in the manner required by the terms of this Agreement, or of any proceedings which could or might affect the validity of any of the security for the Loan, or which could result in a Material Adverse Occurrence;

7.9. A final nonappealable judgment for the payment of money involving more than Fifty Thousand Dollars ($50,000) is entered against Owner or Pledgor, and Owner or Pledgor fails to discharge the same, or causes it to be discharged or bonded off to ARHM's satisfaction, within thirty (30) days from the date of the entry of such judgment;

7.10. The filing or threatened filing of any condemnation or administrative proceeding or litigation against the Property which would in any way impair the completion of the Work prior to the Project Completion Date or the full utilization of the Property once completed;

7.11. The occurrence of an "Event of Default" or a default (after expiration of any notice or cure period, if any) under any of the other Loan Documents;

7.12. The occurrence of an "Event of Default" or a default (after expiration of any notice or cure period, if any) under the First Lien Loan Documents; or

7.13. The occurrence of any of the events set forth in Section 7.1 or 7.2 (after expiration of any notice or cure period, if any) of the Franchise Agreement.

8. Remedies Upon Default. Upon the occurrence of any Event of Default, ARHM may, by notice to the Owner, (i) suspend its obligations to make Advances, and/or (ii) declare the principal of and accrued interest on the Loan and all other amounts owing under this Agreement to be immediately due and payable, without further demand, presentment, protest, or notice of any kind, and/or (iii) exercise any and all remedies set forth in the other Loan Documents or at law.

9. Miscellaneous.

9.1. Amendments in Writing. No amendment, modification, termination or waiver of any provision of this Agreement or of any other Loan Document, nor consent to any departure by the Owner therefrom, shall in any event be effective unless the same shall be in writing and signed by ARHM. No notice to or demand on the Owner in any case shall entitle the Owner to any other or further notice or demand in similar or other circumstances.

9.2. No Joint Venture, etc. The relationship between Owner and ARHM created by this Agreement is strictly an independent contractual relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between ARHM and Owner or any contractor. ARHM is not an agent or representative of Owner. This Agreement does not create a contractual relationship with and shall not be construed to benefit or bind ARHM in any way or create any contractual duties by ARHM to any contractor, subcontractor, materialman, laborer, or any other Person. ARHM and Owner intend that ARHM may reasonably rely on all information supplied by Owner to ARHM, together with all representations and warranties given by Owner to ARHM, without investigation or confirmation by ARHM and that any investigation or failure to investigate will not diminish ARHM's right to so rely. Notwithstanding certain references herein to the Franchise Agreement, this Agreement and the obligations contained herein are independent of, and separate and distinct from, the franchise relationship between Pledgor and ARH created pursuant to the Franchise Agreement.

9.3. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

9.4. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Owner and shall inure to the benefit of ARHM and its successors and assigns; provided Owner may not assign any of its obligations under this Agreement without the prior written consent of ARHM.

9.5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS.

9.6. CONSENT TO JURISDICTION AND VENUE. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ARHM'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST OWNER. OWNER EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. OWNER EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION OWNER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.7. WAIVER OF RIGHT TO JURY TRIAL. OWNER AND ARHM ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, OWNER AND ARHM AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

9.8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Delivery of a counterpart hereof, or a signature page hereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a manually executed original counterpart thereof.

9.9. Indemnification. In consideration of the execution and delivery of this Agreement by ARHM and the agreement to extend the credit provided hereunder, Owner hereby agrees to indemnify, exonerate and hold free and harmless ARHM, ARHM's Affiliates and each of the officers, directors, employees and agents of ARHM or any Affiliate of ARHM, including without limitation ARH (collectively, herein called the "ARHM Parties") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses, including, without limitation, reasonable attorneys' fees and disbursements (collectively, and including all of the foregoing based upon contract, tort or otherwise, herein called the "Indemnified Liabilities"), incurred by ARHM Parties or any of them as a result of, or arising out of, or relating to (a) the execution, delivery, performance, enforcement or administration of this Agreement, the Pledge Agreement, any consent, waiver or other agreement of Pledgor, or any other Loan Document or instrument securing this Agreement or otherwise executed or delivered in connection with this Agreement, (b) the relationship of the parties as Owner, guarantor and ARHM, or (c) the noncompliance by Owner or by any property of Owner with Environmental Laws. Notwithstanding the foregoing, Owner shall not be required to indemnify any ARHM Party for any such Indemnified Liabilities arising on account of the gross negligence or willful misconduct of such ARHM Party, and if and to the extent that the foregoing undertaking may be unenforceable for any reason, Owner hereby agrees to make the maximum contribution to the payment and

satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. This Section 9.10 shall survive termination of this Agreement.

9.10. Notices. Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below, or such other address or telecopier number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the Owner at: to ARHM at:

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

OWNER:

_____
a Delaware limited liability company
By:
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ARH MODELS, LLC, a Florida limited liability company

By:_____
Name:_____
Title: AR Franchising, Inc.,
Managing Member

EXHIBIT A

Legal Description of Land

EXHIBIT B

Budget

(see attached)

EXHIBIT C

Form of Disbursement Request

[OWNER'S LETTERHEAD]

DRAW REQUEST NO. _____

TO: ARH Models, LLC ("ARHM")

DATE _____

PROJECT _____

LOCATION _____

OWNER [_____]

FOR PERIOD ENDING _____

In accordance with the Home Financing and Profit Sharing Agreement in the amount of [_____ Dollars ($_____)] dated as of [_____], between Owner and ARHM as defined therein, Owner requests that $_____ be advanced from Loan proceeds. The proceeds should be credited to the account of _____Accoun t No. _____, at _____.

1.	CURRENT DRAW REQUEST FOR LAND	$_____
2.	CURRENT DRAW REQUEST FOR HARD COSTS	$_____
3.	CURRENT DRAW REQUEST FOR SOFT COSTS	$_____
4.	TOTAL DRAW REQUEST	$_____

AUTHORIZED SIGNER:

_____ Dated: _____

NOTE

HOME FINANCING

NOTE

Execution Date of Note	_____
Effective Date of Note	_____
Amount of Note	$_____
Maturity Date	_____

Interest Rate: The interest rate will be Fourteen Percent (14.0 %) per annum.

Prepayment: Maker hereof reserves the right to prepay this note in whole or in part any time hereafter without penalty.

FOR VALUE RECEIVED, the undersigned ("Maker") does hereby covenant and promise to pay to the order of **ARH MODELS, LLC.**, or its successors or assigns, ("Holder"), at 160 Fountain Pkwy N, St. Petersburg, FL 33716, or at such other place as Holder may designate to Maker in writing from time to time, in legal tender of the United States. Monthly principal and interest payments in the amount of $_____, shall be payable on the 1st day of _____ and the 1st day of each month thereafter until the earlier of: (a) the closing date of the sale of the real property referenced in the Security Agreement accompanying this Note (as described in Exhibit A to this note), or (b) the Maturity Date, at which time the entire outstanding principal balance of the Note shall be paid, together with all accrued and unpaid interest. Monthly payments shall be made to Holder via ACH.

All delinquent principal and interest payments shall bear interest from the rate that said payments are due at a rate equal to five percent (5%) per annum above the interest rate stated above, provided, however, in no event shall such rate exceed the highest rate authorized by applicable law.
The Holder may collect a late charge not to exceed an amount equal to five percent (5%) of any installment which is not paid within fifteen (15) days of the due date thereof (except for the payment due on the Maturity Date for which there is no grace period), to cover the extra expense involved in handling delinquent payments, provided that collection of said late charge shall not be deemed a waiver by the Holder of any of its rights under this Note.

Should any default occur in the payment as stipulated above of either the principal or interest and continue for fifteen (15) days thereafter then and in that event, the principal of this Note or any unpaid part thereof and all accrued interest thereon shall, in the sole discretion of Holder, at once become due and payable and may be collected forthwith without notice to the undersigned, regardless of the stipulated date of maturity. However, Holder may, in the sole discretion of Holder, accept payments made by Maker after any default has occurred, without waiving any of Holder's rights herein. TIME BEING OF THE ESSENCE OF THIS NOTE.

It is agreed that the granting to Maker of this Note or any other party of an extension or extensions of time for the payment of any sum or sums due hereunder or under the accompanying Mortgage or for the performance of any covenant or stipulation thereof or the taking of additional security shall not in any way release or affect the liability of the Maker of this Note.

Maker's initials: _____

This Note may not be changed orally, but only by agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
In the event that this note is collected by law or through attorneys at law, or under advice therefrom (whether such attorneys are employees of the Holder or an affiliate of the Holder or are outside counsel), the Maker and any endorser, guarantor or other person primarily or secondarily liable for payment hereof hereby, severally and jointly agree to pay all costs of collection, including reasonable attorneys' fees including charges for paralegals and others working under the same direction or supervision of the Holder's attorneys) whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceedings or otherwise.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operates as to require Maker or any person liable for the repayment of same, to pay interest in an amount or at a rate greater than the maximum allowed by applicable law. Should any interest or other charges paid by Maker, or any parties liable for the payment of the loan made pursuant to this Note, result in the computation or earning of interest in excess of the maximum legal rate of interest permitted under the law in effect while said interest is being earned, then any and all of that excess shall be and is waived by Holder of this Note, and all that excess shall be automatically credited against and in such reduction of the principal balance, and any portion of the excess that exceeds the principal balance shall be paid by Holder to Maker or any parties liable for the payment of the loan made pursuant to this Note so that under no circumstances shall the Maker, or any parties liable for payment of the loan hereunder, be required to pay interest in excess of the maximum rate allowed by applicable law.

All parties to this Note, whether Maker, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, notice, protest, notice of protest and notice of dishonor.
Anything herein to the contrary notwithstanding, the obligations of Maker under this note shall be subject to the limitation that payments of interest shall not be required to the extent that receipt of any such payment by Holder would be contrary to provisions of law applicable to Holder limiting the maximum rate of interest which may be charged or collected by Holder.

The Maker hereof acknowledges that the Holder shall have no obligation whatsoever to renew, modify or extend this Note or to refinance the indebtedness under this Note upon the maturity thereof, except as specifically provided herein.

Holder shall have the right to accept and apply to the outstanding balance of this Note any and all payments or partial payments received from Maker after the due date therefor whether the note has been accelerated or not without waiver of any and all of Holder's rights to continue to enforce the terms of the Note and seek any and all remedies provided for herein or any instrument securing the same including, but not limited to, the right to foreclose on such security.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS.

Maker's initials: _____

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT HOLDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST MAKER. MAKER EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. MAKER EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION MAKER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS

OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER ENTERING INTO THIS AGREEMENT.

The term "Maker" as used herein, in every instance shall include the makers, heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural, the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits.

All persons executing this note shall be jointly and severally liable for the payment of this Note.
This Note is secured in part by a Security Agreement of even date and financing statement filed with the Secretary of State in and for the State of Delaware. The Security Agreement specifies various defaults upon the happening of which all sums owing on this Note may be declared immediately due and payable.

Maker:

a _____Limited Liability Company

_____

By:

Its:

Address:

Holder:
ARH MODELS, LLC
a Florida Limited Liability Company
By:_____
Name:_____
Title: _____

Exhibit “A”

Real property located at _____.

SECURITY AGREEMENT

HOME FINANCING

Security Agreement

Date: _____, 20__

_____, LLC, a _____ Limited Liability Company, located at _____, _____, _____, ____ _____, (the "Debtor"), and ARH Models, LLC., a Florida Limited Liability Company, (the "Secured Party"), agree as follows:

Security Interest. The Debtor hereby gives the Secured Party security title to and a continuing and unconditional security interest ("Security Interest") in the fixtures described below and in all parts, accessories, attachments, additions, replacements, accessions, substitutions and in all proceeds thereof in any form together with all records relating thereto (the "Collateral"):

All furniture and furnishings now owned or hereafter acquired used in connection with or located on the property described as Exhibit "A".

Indebtedness Secured. The borrowing relationship between the Debtor and the Secured Party is to be a continuing one and is intended to cover numerous types of extensions of credit, loans, overdraft payments, or advances made directly or indirectly to the Debtor. Accordingly, this Agreement and the Security Interest created by it secures payment of all obligations of any kind owing by the Debtor to the Secured Party whether now existing or hereafter incurred, direct or indirect, arising from loans, guaranties, endorsements or otherwise, whether related or unrelated to the purpose of the original extension of credit, whether the same or a different class as the primary obligation, and whether the obligations are from time to time reduced and thereafter increased or entirely extinguished and new obligations thereafter incurred, including, without limitation, any sums advanced and any expenses or obligations incurred by the Secured Party pursuant to this Agreement or any other agreement concerning, evidencing or securing obligations of the Debtor to the Secured Party, and any liabilities of the Debtor to the Secured Party arising from any source whatsoever (the "Indebtedness").

Warranties of Debtor. The Debtor warrants and so long as this Agreement continues in force shall be deemed continuously to warrant that: (a) the Debtor is the owner of the Collateral free of all security interests or other encumbrances, except the Security Interest; (b) the Debtor is authorized to enter into the Security Agreement; (c) the Collateral is used or bought for use primarily for the purpose marked below:

[ ] In business or professional operations;

[ ] For personal, family or household purposes and the Debtor's residence is at the address and in the county specified above;

(d) If the Collateral is or will become a fixture, it will be affixed [ ] to real property at Debtor's address specified above or [ ] to real property located at _____, _____,_____. The real property to which the Collateral will be affixed [ ] is owned by the Debtor or [ ] is owned by _____, LLC.

(e) If the Debtor has a place of business in more than one state, the chief executive office of the Debtor is _____

(f) The Debtor's principal place of business and chief executive office in the State of __ is _____ _____, _____, __ _____.

Covenants of Debtor. So long as this Agreement has not been terminated as provided in paragraph 6, the Debtor: (a) will defend the Collateral against the claims of all other persons; will keep the Collateral free from all security interests or other encumbrances except the Security Interest; and will not sell, transfer, lease, or otherwise dispose of any of the Collateral or any interests therein without the prior written consent of the Secured Party; (b) will keep the Collateral at the address specified above until the Secured Party is notified in writing of any change in its location within the State but the Debtor will not remove the Collateral from the State nor change the location of Debtor's chief executive office without the written consent of the Secured Party, will notify the Secured Party promptly in writing of any change in the Debtor's address, name or identity from that specified above; and will permit the Secured Party or its agents to inspect the Collateral; (c) will keep the Collateral in good condition and repair and will not use the Collateral in violation of any provisions of this Security Agreement, of any applicable statute, regulation or ordinance or of any policy of insurance insuring the Collateral; (d) will execute and deliver to the Secured Party such financing statements and other documents, pay all costs including costs of title searches and filing financing statements and other documents in any public offices requested by the Secured Party, and take such other action as the Secured Party may deem advisable to perfect the Security Interest created by this Agreement; (e) will pay all taxes, assessments and other charges of every nature which may be levied or assessed against the Collateral; (f) will insure the Collateral against risks by obtaining policies (none of which shall be cancelable without the written consent of the Secured Party) in coverage, form and amount and with companies satisfactory to the Secured Party; (g) will prevent the Collateral or any part thereof from being or becoming an accession to other goods not covered by the Security Agreement; (h) unless the Collateral is specified in paragraph 3 (d) as a fixture, will prevent the Collateral or any part of the Collateral from becoming a fixture; and (i) if any certificate of title may be issued with respect to any of the Collateral, the Debtor will cause the Secured Party's interest under this Agreement to be noted on the certificate and will deliver the original certificate to the Secured Party.

Default. (a) Any of the following shall constitute an event of default, ("Event of Default"): (i) non-payment when due whether by acceleration or otherwise of the principal of or interest on any Indebtedness, time being of the essence, or failure by the Debtor to perform any obligations under this Agreement or any other agreement between the Debtor and the Secured Party; (ii) death or incompetency of the Debtor; (iii) filing by or against the Debtor of a petition in bankruptcy or for reorganization under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution, liquidation or similar law of any jurisdiction; (iv) making a general assignment by the Debtor for the benefit of creditors; the appointment of or taking possession by a receiver, trustee, custodian or similar official for the Debtor or for any of the Debtor's assets; or the institution by or against the Debtor of any kind of insolvency proceedings or any proceeding for the dissolution or liquidation of the Debtor; (v) the occurrence of any event described in paragraph 5(a) (ii), (iii) or (iv) hereof with respect to any endorser or guarantor or any party liable for payment of any Indebtedness; (vi) material falsity in any certificate, statement, representation, warranty or audit at any time furnished to the Secured Party or on behalf of the Debtor or any endorser or guarantor or any other party liable for payment of any Indebtedness, pursuant to or in connection with the Security Agreement or otherwise (including warranties in this Agreement) and including any omission to disclose any substantial contingent or liquidated liabilities or any material adverse change in facts disclosed by any certificate, statement, representation, warranty or audit furnished to the Secured Party; (vii) any attachment or levy against the Collateral or any other occurrence which inhibits the Secured Party's free access to the Collateral; or (viii) the sale of the property described in Exhibit A.

(b) The Secured Party may declare all or any part of the Indebtedness to be immediately due without notice upon the happening of any Event of Default or if the Secured Party in good faith believes that the prospect of payment of all or any part of the Indebtedness or the performance of the Debtor's obligations under this Agreement or any other agreement now or hereafter in effect between the Debtor and the

Secured Party is impaired. This paragraph is not intended to affect any rights of the Secured Party with respect to any Indebtedness which may now or hereafter be payable upon demand.

(c) Upon the happening of any Event of Default the Secured Party's rights with respect to the Collateral shall be those of a secured party under the Uniform Commercial Code and any other applicable law from time to time in effect. The Secured Party shall also have any additional rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Secured Party. If requested by the Secured Party, the Debtor will assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party.

(d) The Debtor agrees that any notice by the Secured Party of the sale or disposition of the Collateral or any other intended action hereunder, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to the Debtor if the notice is mailed by regular or certified mail, postage prepaid, at least ten days before the action to the Debtor's address as specified in this Agreement or to any other address which the Debtor has specified in writing to the Secured Party as the address to which notices shall be given to the Debtor.

(e) The Debtor shall pay all costs and expenses incurred by the Secured Party in enforcing this Security Agreement, realizing upon any Collateral and collecting any Indebtedness (including a reasonable attorney's fee) whether suit is brought or not and whether incurred in connection with collection, trial, appeal or otherwise, and shall be liable for any deficiencies in the event the proceeds of disposition of the Collateral does not satisfy the Indebtedness in full.

Miscellaneous. (a) The Debtor authorizes the Secured Party at the Debtor's expense to file any financing statement or statements relating to the Collateral (without the Debtor's signature thereon) which the Secured Party deems appropriate, and the Debtor appoints the Secured Party as the Debtor's attorney-in-fact to execute any such financing statement or statements in the Debtor's name and to perform all other acts which the Secured Party deems appropriate to perfect and to continue perfection of the Security Interest.

(b) The Debtor hereby irrevocably consents to any act by the Secured Party or its agents in entering upon any premises for the purposes of either: (1) inspecting the Collateral or (2) taking possession of the Collateral after any Event of Default; and the Debtor hereby waives his right to assert against the Secured Party or its agents any claim based upon trespass or any similar cause of action for entering upon any premises where the Collateral may be located.

(c) The Debtor authorizes the Secured Party to collect and apply against the Indebtedness any refund of insurance premiums or any insurance proceeds payable on account of the loss or damage to any of the Collateral and appoints the Secured Party as the debtor's attorney-in-fact to indorse any check or draft representing such proceeds or refund.

(d) (i) As further security the Debtor grants to the Secured Party a security interest in all property of the Debtor which is or may hereafter be in the Secured Party's possession in any capacity including all monies owed or to be owed by the Secured Party to the Debtor; and with respect to all of such property, the Secured Party shall have the same rights as it has with respect to the Collateral. (ii) Without limiting any other right of the Secured Party whenever the Secured Party has the right to declare any Indebtedness to be immediately die and payable (whether or not it has so declared), the Secured Party may set off against the Indebtedness all monies then owed to the Debtor by the Secured Party in any capacity whether due or not and the Secured Party shall be deemed to have exercised its right to set off immediately at the time its right to such election accrues.

(e) Upon the Debtor's failure to perform any of its duties hereunder the Secured Party may, but it shall not be obligated to, perform any of such duties and the Debtor shall forthwith upon demand reimburse the Secured Party for any expense incurred by the Secured Party in doing so.

(f) No delay or omission by the Secured Party in exercising any right hereunder or with respect to any Indebtedness shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the Third Party from any other or further exercise of any other right or remedy. The Secured Party may cure any Event of Default by the Debtor in any reasonable manner without waiving the Event of Default so cured and without waiving any other prior or subsequent Event of Default by the Debtor. All rights and remedies of the Secured Party under this Agreement and under the Uniform Commercial Code shall be deemed cumulative.

(g) The Secured Party shall have no obligation to take and the Debtor shall have the sole responsibility for taking any steps to preserve rights against all prior parties to any instrument or chattel paper in the Secured Party's possession as proceeds of the Collateral. The Debtor waives notice of dishonor and protest of any instrument constituting Collateral at any time held by the Secured Party on which the Debtor is in any way liable and waives notice of any other action by the Secured Party.

(h) The rights and benefits of the Secured Party under this Agreement shall, if the Secured Party agrees, inure to any party acquiring an interest in the Indebtedness or any part thereof.

(i) The terms "Secured Party" and "Debtor" as used in this Agreement include heirs, personal representatives, and successors or assigns of those parties.

(j) If more than one Debtor executes this Security Agreement, the term "Debtor" includes each of the Debtors as well as all of them, and their obligations under this Agreement shall be joint and several.

(k) This Agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by the Debtor and an authorized officer of the Secured Party.

(l) This Agreement shall be construed under the Uniform Commercial Code and any other applicable laws in effect from time to time.

(m) This Security Agreement is a continuing agreement which shall remain in force until the Secured Party shall actually receive written notice of its termination and thereafter until all of the Indebtedness contracted for or created before receipt of the notice and any extensions or renewals of that Indebtedness (whether made before or after receipt of the notice) together with all interest thereon both before and after the notice shall be paid in full.

(n) THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS.

(o) DEBTOR AND SECURED PARTY ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, DEBTOR AND SECURED PARTY AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(p) ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF FLORIDA OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST DEBTOR. DEBTOR EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF FLORIDA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. DEBTOR EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. Waiver. The Debtor hereby waives any rights Debtor may have to notice and a hearing before possession of Collateral is effected by Secured Party by self-help, replevin, attachment or otherwise.

DEBTOR:
_____, LLC, a Florida limited liability company

By:_____

Name:
Title: Managing Member

EXHIBIT "A"

I. Name of Debtor:

II. Location of Collateral:

a. Address:
b. Parcel Number:
c. Legal Property Description:

Being all of Lot Number _____ at _____ _____ according to the map or plate thereof as recorded in Plat Book ____, Pages ____ through ____, of the Public Records of _____ County, _____ on _____, 2019 in Book _____, Page _____, also known as Parcel

PLEDGE AGREEMENT

HOME FINANCING

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this "Pledge Agreement") is dated as of **[DATE]**, between **[PLEDGOR/FRANCHISE NAME]**, a **[ENTITY TYPE]** (the "Pledgor"), and **ARH MODELS, LLC**, a Florida limited liability company (together with its successors and assigns, if any, "ARHM").

RECITALS

A. Pledgor owns 100% of the equity interests in **[ISSUER NAME]**, a Florida limited liability company ("Issuer").

B. Issuer has entered into that certain Home Financing and Profit Sharing Agreement dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Home Financing Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Home Financing Agreement) with ARHM, pursuant to which ARHM has agreed to make certain loans to Issuer in the maximum principal amount of **[_____ Dollars ($_____)]** (the "Financing").

C. As a condition precedent to ARHM making the Financing to Issuer, ARHM requires, among other things, that Pledgor pledge and assign to ARHM, and grant to ARHM, a security interest in all of the Pledged Collateral (as defined below), whether now owned or hereafter acquired, to secure prompt payment and full performance of the Obligations (as defined below).

AGREEMENTS

Now, therefore, in consideration of the benefits accruing to Pledgor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Home Financing Agreement. All terms defined in the Uniform Commercial Code in effect from time to time in the State and used herein shall have the same definitions herein as specified therein; provided, however, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. As used herein, the following terms have the following meanings:

"Code" means the Uniform Commercial Code from time to time in effect in the State.

"Collateral" means the Pledged Interests and all Proceeds.

"Event of Default" has the meaning assigned thereto in the Home Financing Agreement.

"Obligations" means all (i) obligations of Issuer owing to ARHM, including without limitation all obligations under the Home Financing Agreement and (ii) obligations of Pledgor under this Pledge Agreement.

"Pledged Interests" means all of Pledgor's interest in Issuer, now owned or hereafter created or acquired, including but not limited to those certain equity interests owned beneficially and, if applicable of record by Pledgor listed on Schedule 1 attached hereto and made a part hereof.

"Proceeds" means all "proceeds" as such term is defined in Section 9-102 of the Code and shall include, without limitation, all dividends or other income from the Pledged Interests, collections thereon, or distributions with respect thereto.

"Securities Act" means the Securities Act of 1933, as amended.

"State" means the State of Florida.

2. Pledge; Grant of Security Interest. Pledgor hereby delivers to ARHM all of the Pledged Interests and hereby pledges and assigns to ARHM, and grants to ARHM a continuing security interest in the Collateral as security for the prompt and complete payment, performance, and observance of all of the Obligations.

3, Membership Interest Powers. Concurrently with the delivery to ARHM of each certificate representing one or more shares of Pledged Interests, Pledgor shall deliver an undated membership interest power covering such certificate, duly executed in blank by Pledgor, substantially in the form attached hereto as **Exhibit A**.

4. Representations and Warranties. Pledgor represents and warrants that:

(a) all of the Pledged Interests (i) have been duly and validly issued; (ii) are fully paid and nonassessable; (iii) are not subject to any restrictions upon the voting rights or upon the transfer thereof other than the Securities Act, any applicable "blue sky" laws or other similar foreign laws (if applicable); (iv) constitute all capital stock or other equity interests of Issuer; and (v) include the percentages of the issued and outstanding capital stock or other equity interests as set forth on **Schedule I** attached hereto;

(b) Pledgor is the record and beneficial owner of, and has good and marketable title to, such Pledged Interests, free of any and all liens or options in favor of, or claims of, any other person, except the security interest created by this Pledge Agreement; and

(c) upon the delivery to ARHM of the membership interest certificates evidencing such Pledged Interests and the membership interest powers, the security interest created by this Pledge Agreement will constitute a valid, perfected first priority security interest in the Collateral granted by Pledgor, enforceable in accordance with its terms against all creditors of Pledgor and any persons purporting to purchase any Collateral from Pledgor, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

5. Covenants. Pledgor covenants and agrees with ARHM that, from and after the date of this Pledge Agreement until the Obligations are performed in full:

(a) If Pledgor shall, as a result of its ownership of any Pledged Interests, become entitled to receive or shall receive any membership interest certificate (including, without limitation, any certificate representing a membership interest dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights, whether in addition to, in substitution of, as a conversion of, or in exchange for any shares of any Pledged Interests, or otherwise in respect thereof, Pledgor shall accept the same as the agent of ARHM, hold the same in trust for ARHM and deliver the same forthwith to ARHM in the exact form received, duly endorsed by Pledgor to ARHM, if required, together with an undated membership interest power covering such certificate duly executed in blank by Pledgor, to be held by ARHM, subject to the terms hereof, as additional collateral security for the Obligations. Any property distributed to Pledgor upon or in respect of any Pledged Interests upon the liquidation, dissolution, recapitalization or reorganization of an Issuer, shall be delivered to ARHM as additional collateral security for the Obligations. If any property distributed in respect of any Pledged Interests shall be received by Pledgor while an Event of Default exists, Pledgor

shall, until such property is delivered to ARHM, hold the property in trust for ARHM, segregated from other property of Pledgor, as additional collateral security for the Obligations.

(b) Without the prior written consent of ARHM, Pledgor shall not vote to enable, or take any other action to create, incur or permit to exist any lien or option in favor of, or any claim of any person with respect to, any of the Collateral, or any interest therein, except for the security interests created by this Pledge Agreement. Pledgor will defend the right, title and interest of ARHM in and to the Collateral against the claims and demands of all persons whomsoever.

(c) At any time and from time to time, upon the written request of ARHM to Pledgor, and at its sole expense, Pledgor will promptly and duly execute and deliver such further instruments and documents and take such further actions as ARHM may reasonably request for the purposes of obtaining or preserving the full benefits of this Pledge Agreement and of the rights and powers herein granted. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note, other instrument or chattel paper, such note, instrument or chattel paper shall be immediately delivered to ARHM, duly endorsed in a manner satisfactory to ARHM, to be held as Collateral pursuant to this Pledge Agreement.

(d) Pledgor shall pay, and save ARHM harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral granted by Pledgor or in connection with any of the transactions contemplated by this Pledge Agreement.

6. Voting Rights. Unless an Event of Default shall have occurred and be continuing, Pledgor shall be permitted to exercise all voting and related rights with respect to such Pledged Interests; provided, however, that no vote shall be cast or related right exercised or other action taken which, in ARHM's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of this Pledge Agreement.

7. Rights of ARHM. If an Event of Default shall occur and be continuing, ARHM shall have the right to have any or all shares of Pledged Interests registered in its name or the name of its nominee, and ARHM or its nominee may thereafter exercise all voting, related and other rights pertaining to such Pledged Interests at any meeting of members or shareholders of an Issuer or otherwise and any and all rights of conversion, exchange, subscription and any other rights, privileges or options pertaining to such Pledged Interests as if it were the absolute owner thereof, including, without limitation, the right to appoint a replacement manager of the Issuer.

The rights of ARHM hereunder shall not be conditioned or contingent upon the pursuit by ARHM of any right or remedy against any obligor or against any other person which may be or become liable in respect of all or any part of the Obligations or against any collateral security therefor, guarantee thereof or right of offset with respect thereto. ARHM shall not be liable for any failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so, nor shall ARHM be under any obligation to sell or otherwise dispose of any Collateral upon the request of Pledgor or any other person or to take any other action whatsoever with regard to the Collateral or any part thereof.

8. Remedies; Sale Proceeds.

(a) If an Event of Default shall occur and be continuing, ARHM may exercise, in addition to all other rights and remedies granted in this Pledge Agreement, all rights and remedies of a secured party under the Code as ARHM deems advisable**.** Without limiting the generality of the foregoing, ARHM, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Pledgor, any obligor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, in the over-the-counter market, at any exchange, broker's board or office of ARHM or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk.

ARHM shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to credit bid and purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Pledgor, which right or equity is hereby waived or released. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

(b) ARHM shall apply any Proceeds from time to time held by it and the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred in respect thereof or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of ARHM hereunder, including, without limitation, reasonable attorneys' fees and disbursements of counsel to ARHM, to the payment in whole or in part of the Obligations, in such order as set forth in the Home Financing Agreement or as ARHM may otherwise decide, and only after such application and after the payment by ARHM of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the Code, need ARHM account for the surplus, if any, to Pledgor. To the extent permitted by applicable law, Pledgor waives all claims, damages and demands it may acquire against ARHM arising out of the exercise by it of any rights hereunder, except such claims and damages arising out of the gross negligence or willful misconduct of ARHM, as determined by a final, non-appealable judgment of a court of competent jurisdiction. Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by ARHM to collect such deficiency.

9. Private Sales.

(a) Pledgor recognizes that ARHM may be unable to effect a public sale of any or all the Pledged Interests, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. ARHM shall be under no obligation to delay a sale of any of the Pledged Interests for the period of time necessary to permit the applicable Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if the Issuer would agree to do so.

(b) Pledgor further agrees to use its highest efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Interests pursuant to this section valid and binding and in compliance with any and all other applicable requirements of law. Pledgor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to ARHM, that ARHM has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 9 shall be specifically enforceable against Pledgor, and Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred.

10. ARHM's Appointment as Attorney-in-Fact. Pledgor hereby irrevocably constitutes and appoints ARHM and any officer or agent of ARHM, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Pledgor and in the name of Pledgor or in ARHM's own name, from time to time in ARHM's discretion so long as an Event of Default exists, for the purpose of carrying out the terms of this Pledge Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of this Pledge Agreement, including, without limitation, any financing statements, endorsements, assignments or other instruments of transfer.

Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done pursuant to the power of attorney granted in this Section 10. All powers, authorizations and agencies

contained in this Pledge Agreement are coupled with an interest and are irrevocable until the Obligations are performed in full.

11. Duty of ARHM. ARHM's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as ARHM deals with similar securities and property for its own account. Neither ARHM nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Pledgor or any other person or to take any other action whatsoever with regard to the Collateral or any part thereof.

12. Filing Financing Statements. Pledgor authorizes ARHM to file financing statements with respect to the Collateral without the signature of Pledgor in such form and in such filing offices as ARHM reasonably determines appropriate to perfect the security interests of ARHM under this Pledge Agreement.

13. Waivers.

(a) Pledgor waives any right or claim of right to cause a marshaling of Issuer's assets or to cause ARHM to proceed against Pledgor, Issuer or any guarantor of Issuer's obligations in any particular order.

(b) Pledgor expressly waives and relinquishes all rights and remedies accorded by applicable law to pledgors, including, but not limited to, notice of acceptance of this Pledge Agreement, presentment for payment, protest or demand, notice of such protest, demand, dishonor or nonpayment, any failure to pursue any of Pledgor, Issuer or any guarantor of Issuer's obligations (each, a "Loan Party") or the property of any of the same, any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation and any defense arising by reason of any defense of any Loan Party or by reason of the cessation of the liability of any Loan Party. Pledgor further waives any defenses based on suretyship or impairment of collateral. Without limiting the generality of the foregoing (i) the liability of Pledgor hereunder shall not be modified in any manner whatsoever by any extension, discharge or rejection that may be granted to any Loan Party by any court in any proceeding under any bankruptcy act or amendments thereof and the undersigned expressly waives the benefit of any such extension, discharge or rejection, and (ii) this Pledge Agreement shall be reinstated if at any time payment of any of the Obligations is rescinded or must otherwise be restored or returned by any party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Loan Party or any substantial part of the property of any Loan Party, or otherwise, all as though such payment had not been made.

(c) So long as the Obligations remain outstanding, Pledgor hereby waives any claim, including a claim for reimbursement, subrogation, contribution or indemnification, which Pledgor may have against any Loan Party.

14. Severability. Any provision of this Pledge Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Amendments in Writing; No Waiver; Cumulative Remedies. ARHM shall not by any act (except by a written instrument signed by ARHM), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof or of the Home Financing Agreement. No failure to exercise, nor any delay in exercising, on the part of ARHM, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A

waiver by ARHM of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which ARHM would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

16. Section Headings. The section headings used in this Pledge Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

17. Successors and Assigns. This Pledge Agreement shall be binding upon the successors and assigns of Pledgor and shall inure to the benefit of ARHM and its successors and assigns.

18. GOVERNING LAW. THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS.

19. Consent to Jurisdiction and Venue. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PLEDGE AGREEMENT OR ANY OTHER FINANCING DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF FLORIDA OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ARHM'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST PLEDGOR. PLEDGOR EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF FLORIDA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. PLEDGOR EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION PLEDGOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

20 WAIVER OF RIGHT TO JURY TRIAL. PLEDGOR AND ARHM ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS PLEDGE AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, PLEDGOR AND ARHM AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

21. Counterparts. This Pledge Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Pledge Agreement. Delivery of a counterpart hereof, or a signature page hereto, by facsimile or in a .pdf or similar file shall be effective as delivery of a manually executed original counterpart thereof.

IN WITNESS WHEREOF, the undersigned has caused this Pledge Agreement to be duly executed and delivered as of the date first above written.

PLEDGOR:

[_____], a [_____]

By:____
Name:_
Title:__

IN WITNESS WHEREOF, the undersigned has caused this Pledge Agreement to be duly executed and delivered as of the date first above written.

LENDER:

ARH MODELS, LLC, a Florida limited liability company

By:____
Name:_
Title:__

SCHEDULE 1
TO PLEDGE AGREEMENT
DESCRIPTION OF PLEDGED INTERESTS

Pledgor	Issuer	Class of Interest	Certificate Number(s)	Number of Shares Pledged	% of Outstanding Equity
[Name of Pledgor]	[Name of Issuer].	[_____]	[_____]	[_____]	[100%]

EXHIBIT A

FORM OF ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, **[PLEDGOR NAME]**, a[n] **[ENTITY TYPE]** ("Pledgor"), hereby sells, assigns and transfers unto _____ 100% of the Membership Interests **[_____ (____) shares]** of [**ISSUER NAME**], a Florida limited liability company (the "Company"), standing in the name of Pledgor on the books of the Company, represented by Certificate No. [_____] (the "Membership Interests"). Pledgor does hereby irrevocably constitute and appoint _____ as its attorney-in-fact to transfer the Membership Interests on the books of the Company with full power of substitution in the premises. By execution hereof, Pledgor represents that the Membership Interests now stands in its name on the books of the Company.

Dated: _____, 20__.

[**PLEDGOR NAME**]

By:_____
Name:_____
Title:_____

EXHIBIT N - 2

TO THE DISCLOSURE DOCUMENT

FORM
OF
FINANCING DOCUMENTS
FOR MODEL HOME FURNISHINGS

TERM SHEET

MODEL HOME FURNISHING FINANCING

Term Sheet – ARHM Model Home Furniture Financing

Franchise/BC#:

Job #:

ARH Models, LLC. (ARHM) offers to finance the furniture in model homes owned and financed by the Franchisee through internal funds or financing that does not include a Mezzanine loan from ARHM in accordance with the following terms:

1. The model home furniture must be purchased from AR Franchising, Inc. (ARF).
2. At the start of construction, a down payment of twenty percent (20%) of the cost of the total furnishings project, defined as the Interiors Division's twelve percent (12%) Design Fee plus the cost of furniture and applicable sales tax, is payable to ARHM. The Concept Meeting deposit will apply towards the twenty percent (20%) down payment requirement.
3. The Franchisee signs a Note and Security Agreement with ARHM upon furniture installation.
4. The interest rate on the Note with ARHM will be fourteen percent (14%) per annum and require the Franchisee to make equal monthly principal payments over a term of 48 months, plus interest based on the unpaid principal balance, with a balloon payment due at the time the sale of the model home is closed with a third-party buyer. Monthly payments of principal and interest commence on the first day of the ninth month after the start of construction.
5. All payments will be made through manual ACH sweeps.
6. The Franchisee agrees to a UCC filing on the property covering the furniture. Additionally, any applicable doc stamps, intangible taxes or other taxes and fees incurred by ARHM will be reimbursed by the Franchisee.
7. At the time of closing of a sale to a third-party buyer, the current outstanding principal balance and all accrued but unpaid interest on this loan shall be due and payable by the Franchisee.
8. This program is offered at the sole discretion of ARHM and, accordingly, the terms may be revised or terminated at any time.

FOR ARH MODELS, LLC	FOR FRANCHISEE:
_____	_____
PRINT	PRINT
NAME: Rick Paternostro	NAME:
TITLE: Chief Financial Officer	TITLE:
Date: _____	Date: _____

NOTE

MODEL HOME FURNISHING FINANCING

NOTE

Execution Date of Note	_____
Effective Date of Note	_____
Amount of Note	$ _____
Maturity Date	_____

Interest Rate: The interest rate will be _____ (___.__%) per annum.

Prepayment: Maker hereof reserves the right to prepay this note in whole or in part any time hereafter without penalty.

FOR VALUE RECEIVED, the undersigned ("Maker") does hereby covenant and promise to pay to the order of **ARH MODELS, LLC.**, or its successors or assigns, ("Holder"), at 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410, or at such other place as Holder may designate to Maker in writing from time to time, in legal tender of the United States. Monthly principal in the amount of $_____, plus interest calculated on the unpaid principal balance, shall be payable on the 1st day of _____, 20__ and the 1st day of each month thereafter until the earlier of: (a) the closing date of the sale of the real property referenced in the Security Agreement accompanying this Note (as described in Exhibit A to this note), or (b) the Maturity Date, at which time the entire outstanding principal balance of the Note shall be paid, together with all accrued and unpaid interest. Monthly payments shall be made to Holder via ACH.

All delinquent principal and interest payments shall bear interest from the rate that said payments are due at a rate equal to five percent (5%) per annum above the interest rate stated above, provided, however, in no event shall such rate exceed the highest rate authorized by applicable law.

The Holder may collect a late charge not to exceed an amount equal to five percent (5%) of any installment which is not paid within fifteen (15) days of the due date thereof (except for the payment due on the Maturity Date for which there is no grace period), to cover the extra expense involved in handling delinquent payments, provided that collection of said late charge shall not be deemed a waiver by the Holder of any of its rights under this Note.

Should any default occur in the payment as stipulated above of either the principal or interest and continue for fifteen (15) days thereafter then and in that event, the principal of this Note or any unpaid part thereof and all accrued interest thereon shall, in the sole discretion of Holder, at once become due and payable and may be collected forthwith without notice to the undersigned, regardless of the stipulated date of maturity. However, Holder may, in the sole discretion of Holder, accept payments made by Maker after any default has occurred, without waiving any of Holder's rights herein. TIME BEING OF THE ESSENCE OF THIS NOTE.

It is agreed that the granting to Maker of this Note or any other party of an extension or extensions of time for the payment of any sum or sums due hereunder or under the accompanying Mortgage or for the performance of any covenant or stipulation thereof or the taking of additional security shall not in any way release or affect the liability of the Maker of this Note.

Maker's initials: _____

This Note may not be changed orally, but only by agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

In the event that this note is collected by law or through attorneys at law, or under advice therefrom (whether such attorneys are employees of the Holder or an affiliate of the Holder or are outside counsel), the Maker and any endorser, guarantor or other person primarily or secondarily liable for payment hereof hereby, severally and jointly agree to pay all costs of collection, including reasonable attorneys' fees including charges for paralegals and others working under the same direction or supervision of the Holder's attorneys) whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceedings or otherwise.

Nothing herein contained, nor any transaction related thereto, shall be construed or so operates as to require Maker or any person liable for the repayment of same, to pay interest in an amount or at a rate greater than the maximum allowed by applicable law. Should any interest or other charges paid by Maker, or any parties liable for the payment of the loan made pursuant to this Note, result in the computation or earning of interest in excess of the maximum legal rate of interest permitted under the law in effect while said interest is being earned, then any and all of that excess shall be and is waived by Holder of this Note, and all that excess shall be automatically credited against and in such reduction of the principal balance, and any portion of the excess that exceeds the principal balance shall be paid by Holder to Maker or any parties liable for the payment of the loan made pursuant to this Note so that under no circumstances shall the Maker, or any parties liable for payment of the loan hereunder, be required to pay interest in excess of the maximum rate allowed by applicable law.

All parties to this Note, whether Maker, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, notice, protest, notice of protest and notice of dishonor.

Anything herein to the contrary notwithstanding, the obligations of Maker under this note shall be subject to the limitation that payments of interest shall not be required to the extent that receipt of any such payment by Holder would be contrary to provisions of law applicable to Holder limiting the maximum rate of interest which may be charged or collected by Holder.

The Maker hereof acknowledges that the Holder shall have no obligation whatsoever to renew, modify or extend this Note or to refinance the indebtedness under this Note upon the maturity thereof, except as specifically provided herein.

Holder shall have the right to accept and apply to the outstanding balance of this Note any and all payments or partial payments received from Maker after the due date therefor whether the note has been accelerated or not without waiver of any and all of Holder's rights to continue to enforce the terms of the Note and seek any and all remedies provided for herein or any instrument securing the same including, but not limited to, the right to foreclose on such security.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS.

Maker's initials: _____

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF FLORIDA OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT HOLDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST MAKER. MAKER EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF FLORIDA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. MAKER EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION MAKER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER ENTERING INTO THIS AGREEMENT.

The term "Maker" as used herein, in every instance shall include the makers, heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural, the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits.

All persons executing this note shall be jointly and severally liable for the payment of this Note.

This Note is secured in part by a Security Agreement of even date and financing statement filed with the Secretary of State in and for the State of Florida. The Security Agreement specifies various defaults upon the happening of which all sums owing on this Note may be declared immediately due and payable.

Maker:

_____, _____.

a _____.

By:_____
Name:
Title:

Holder:

ARH MODELS, LLC
a Florida Limited Liability Company
By:_____
Name:_____
Title:_____
AR Franchising, Inc., Manager

Exhibit “A”

Being all of Lot Number _____ at _____ according to the map or plate thereof as recorded in Plat Book _____, Page_____, of the Public Records of _____, _____ on _____, 20_____ in Book _____, Page _____.

.

SECURITY AGREEMENT

MODEL HOME FURNISHING FINANCING

Security Agreement

Date: _____, 2022

_____**, LLC**, a _____ Limited Liability Company, located at _____, _____, _____, ____ _____, (the "Debtor"), and **ARH Models, LLC.**, a Florida Limited Liability Company, (the "Secured Party"), agree as follows:

1. **Security Interest.** The Debtor hereby gives the Secured Party security title to and a continuing and unconditional security interest ("Security Interest") in the fixtures described below and in all parts, accessories, attachments, additions, replacements, accessions, substitutions and in all proceeds thereof in any form together with all records relating thereto (the "Collateral"):

   All furniture and furnishings now owned or hereafter acquired used in connection with or located on the property described as Exhibit "A".

2. **Indebtedness Secured.** The borrowing relationship between the Debtor and the Secured Party is to be a continuing one and is intended to cover numerous types of extensions of credit, loans, overdraft payments, or advances made directly or indirectly to the Debtor. Accordingly, this Agreement and the Security Interest created by it secures payment of all obligations of any kind owing by the Debtor to the Secured Party whether now existing or hereafter incurred, direct or indirect, arising from loans, guaranties, endorsements or otherwise, whether related or unrelated to the purpose of the original extension of credit, whether the same or a different class as the primary obligation, and whether the obligations are from time to time reduced and thereafter increased or entirely extinguished and new obligations thereafter incurred, including, without limitation, any sums advanced and any expenses or obligations incurred by the Secured Party pursuant to this Agreement or any other agreement concerning, evidencing or securing obligations of the Debtor to the Secured Party, and any liabilities of the Debtor to the Secured Party arising from any source whatsoever (the "Indebtedness").

3. **Warranties of Debtor.** The Debtor warrants and so long as this Agreement continues in force shall be deemed continuously to warrant that: (a) the Debtor is the owner of the Collateral free of all security interests or other encumbrances, except the Security Interest; (b) the Debtor is authorized to enter into the Security Agreement; (c) the Collateral is used or bought for use primarily for the purpose marked below:

   [ ] In business or professional operations;

   [ ] For personal, family or household purposes and the Debtor's residence is at the address and in the county specified above;

   (d) If the Collateral is or will become a fixture, it will be affixed [ ] to real property at Debtor's address specified above or [ ] to real property located at _____, _____,_____. The real property to which the Collateral will be affixed [ ] is owned by the Debtor or [ ] is owned by _____, LLC.

   (e) If the Debtor has a place of business in more than one state, the chief executive office of the Debtor is _____

(f) The Debtor's principal place of business and chief executive office in the State of __ is _____ _____, _____, __ _____.

4. **Covenants of Debtor.** So long as this Agreement has not been terminated as provided in paragraph 6, the Debtor: (a) will defend the Collateral against the claims of all other persons; will keep the Collateral free from all security interests or other encumbrances except the Security Interest; and will not sell, transfer, lease, or otherwise dispose of any of the Collateral or any interests therein without the prior written consent of the Secured Party; (b) will keep the Collateral at the address specified above until the Secured Party is notified in writing of any change in its location within the State but the Debtor will not remove the Collateral from the State nor change the location of Debtor's chief executive office without the written consent of the Secured Party, will notify the Secured Party promptly in writing of any change in the Debtor's address, name or identity from that specified above; and will permit the Secured Party or its agents to inspect the Collateral; (c) will keep the Collateral in good condition and repair and will not use the Collateral in violation of any provisions of this Security Agreement, of any applicable statute, regulation or ordinance or of any policy of insurance insuring the Collateral; (d) will execute and deliver to the Secured Party such financing statements and other documents, pay all costs including costs of title searches and filing financing statements and other documents in any public offices requested by the Secured Party, and take such other action as the Secured Party may deem advisable to perfect the Security Interest created by this Agreement; (e) will pay all taxes, assessments and other charges of every nature which may be levied or assessed against the Collateral; (f) will insure the Collateral against risks by obtaining policies (none of which shall be cancelable without the written consent of the Secured Party) in coverage, form and amount and with companies satisfactory to the Secured Party; (g) will prevent the Collateral or any part thereof from being or becoming an accession to other goods not covered by the Security Agreement; (h) unless the Collateral is specified in paragraph 3 (d) as a fixture, will prevent the Collateral or any part of the Collateral from becoming a fixture; and (i) if any certificate of title may be issued with respect to any of the Collateral, the Debtor will cause the Secured Party's interest under this Agreement to be noted on the certificate and will deliver the original certificate to the Secured Party.

5. **Default.** (a) Any of the following shall constitute an event of default, ("Event of Default"): (i) non-payment when due whether by acceleration or otherwise of the principal of or interest on any Indebtedness, time being of the essence, or failure by the Debtor to perform any obligations under this Agreement or any other agreement between the Debtor and the Secured Party; (ii) death or incompetency of the Debtor; (iii) filing by or against the Debtor of a petition in bankruptcy or for reorganization under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution, liquidation or similar law of any jurisdiction; (iv) making a general assignment by the Debtor for the benefit of creditors; the appointment of or taking possession by a receiver, trustee, custodian or similar official for the Debtor or for any of the Debtor's assets; or the institution by or against the Debtor of any kind of insolvency proceedings or any proceeding for the dissolution or liquidation of the Debtor; (v) the occurrence of any event described in paragraph 5(a) (ii), (iii) or (iv) hereof with respect to any endorser or guarantor or any party liable for payment of any Indebtedness; (vi) material falsity in any certificate, statement, representation, warranty or audit at any time furnished to the Secured Party or on behalf of the Debtor or any endorser or guarantor or any other party liable for payment of any Indebtedness, pursuant to or in connection with the Security Agreement or otherwise (including warranties in this Agreement) and including any omission to disclose any substantial contingent or liquidated liabilities or any material adverse change in facts disclosed by any certificate, statement, representation, warranty or audit furnished to the Secured Party; (vii) any attachment or levy against the Collateral or any other occurrence which inhibits the Secured Party's free access to the Collateral; or (viii) the sale of the property described in Exhibit A.

(b) The Secured Party may declare all or any part of the Indebtedness to be immediately due without notice upon the happening of any Event of Default or if the Secured Party in good faith believes that the prospect

of payment of all or any part of the Indebtedness or the performance of the Debtor's obligations under this Agreement or any other agreement now or hereafter in effect between the Debtor and the Secured Party is impaired. This paragraph is not intended to affect any rights of the Secured Party with respect to any Indebtedness which may now or hereafter be payable upon demand.

(c) Upon the happening of any Event of Default the Secured Party's rights with respect to the Collateral shall be those of a secured party under the Uniform Commercial Code and any other applicable law from time to time in effect. The Secured Party shall also have any additional rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Secured Party. If requested by the Secured Party, the Debtor will assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party.

(d) The Debtor agrees that any notice by the Secured Party of the sale or disposition of the Collateral or any other intended action hereunder, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to the Debtor if the notice is mailed by regular or certified mail, postage prepaid, at least ten days before the action to the Debtor's address as specified in this Agreement or to any other address which the Debtor has specified in writing to the Secured Party as the address to which notices shall be given to the Debtor.

(e) The Debtor shall pay all costs and expenses incurred by the Secured Party in enforcing this Security Agreement, realizing upon any Collateral and collecting any Indebtedness (including a reasonable attorney's fee) whether suit is brought or not and whether incurred in connection with collection, trial, appeal or otherwise, and shall be liable for any deficiencies in the event the proceeds of disposition of the Collateral does not satisfy the Indebtedness in full.

6. **Miscellaneous.** (a) The Debtor authorizes the Secured Party at the Debtor's expense to file any financing statement or statements relating to the Collateral (without the Debtor's signature thereon) which the Secured Party deems appropriate, and the Debtor appoints the Secured Party as the Debtor's attorney-in-fact to execute any such financing statement or statements in the Debtor's name and to perform all other acts which the Secured Party deems appropriate to perfect and to continue perfection of the Security Interest.

(b) The Debtor hereby irrevocably consents to any act by the Secured Party or its agents in entering upon any premises for the purposes of either: (1) inspecting the Collateral or (2) taking possession of the Collateral after any Event of Default; and the Debtor hereby waives his right to assert against the Secured Party or its agents any claim based upon trespass or any similar cause of action for entering upon any premises where the Collateral may be located.

(c) The Debtor authorizes the Secured Party to collect and apply against the Indebtedness any refund of insurance premiums or any insurance proceeds payable on account of the loss or damage to any of the Collateral and appoints the Secured Party as the debtor's attorney-in-fact to indorse any check or draft representing such proceeds or refund.

(d) (i) As further security the Debtor grants to the Secured Party a security interest in all property of the Debtor which is or may hereafter be in the Secured Party's possession in any capacity including all monies owed or to be owed by the Secured Party to the Debtor; and with respect to all of such property, the Secured Party shall have the same rights as it has with respect to the Collateral. (ii) Without limiting any other right of the Secured Party whenever the Secured Party has the right to declare any Indebtedness to be immediately die and payable (whether or not it has so declared), the Secured Party may set off against the Indebtedness all monies then owed to the Debtor by the Secured Party in any capacity whether due or not and the Secured Party shall be deemed to have exercised its right to set off immediately at the time its right to such election accrues.

(e) Upon the Debtor's failure to perform any of its duties hereunder the Secured Party may, but it shall not be obligated to, perform any of such duties and the Debtor shall forthwith upon demand reimburse the Secured Party for any expense incurred by the Secured Party in doing so.

(f) No delay or omission by the Secured Party in exercising any right hereunder or with respect to any Indebtedness shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the Third Party from any other or further exercise of any other right or remedy. The Secured Party may cure any Event of Default by the Debtor in any reasonable manner without waiving the Event of Default so cured and without waiving any other prior or subsequent Event of Default by the Debtor. All rights and remedies of the Secured Party under this Agreement and under the Uniform Commercial Code shall be deemed cumulative.

(g) The Secured Party shall have no obligation to take and the Debtor shall have the sole responsibility for taking any steps to preserve rights against all prior parties to any instrument or chattel paper in the Secured Party's possession as proceeds of the Collateral. The Debtor waives notice of dishonor and protest of any instrument constituting Collateral at any time held by the Secured Party on which the Debtor is in any way liable and waives notice of any other action by the Secured Party.

(h) The rights and benefits of the Secured Party under this Agreement shall, if the Secured Party agrees, inure to any party acquiring an interest in the Indebtedness or any part thereof.

(i) The terms "Secured Party" and "Debtor" as used in this Agreement include heirs, personal representatives, and successors or assigns of those parties.

(j) If more than one Debtor executes this Security Agreement, the term "Debtor" includes each of the Debtors as well as all of them, and their obligations under this Agreement shall be joint and several.

(k) This Agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by the Debtor and an authorized officer of the Secured Party.

(l) This Agreement shall be construed under the Uniform Commercial Code and any other applicable laws in effect from time to time.

(m) This Security Agreement is a continuing agreement which shall remain in force until the Secured Party shall actually receive written notice of its termination and thereafter until all of the Indebtedness contracted for or created before receipt of the notice and any extensions or renewals of that Indebtedness (whether made before or after receipt of the notice) together with all interest thereon both before and after the notice shall be paid in full.

(n) THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS.

(o) DEBTOR AND SECURED PARTY ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, DEBTOR AND SECURED PARTY AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(p) ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF FLORIDA OR IN THE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST DEBTOR. DEBTOR EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF FLORIDA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. DEBTOR EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. **Waiver.** The Debtor hereby waives any rights Debtor may have to notice and a hearing before possession of Collateral is effected by Secured Party by self-help, replevin, attachment or otherwise.

DEBTOR:

_____, LLC,

a _____

By:_____

Name:

Title: Managing Member

EXHIBIT "A"

III. Name of Debtor:

IV. Location of Collateral:

a. Address:
b. Parcel Number:
c. Legal Property Description:

Being all of Lot Number _____ at _____ _____ according to the map or plate thereof as recorded in Plat Book ____, Pages ____ through ____, of the Public Records of _____ County, _____ on _____, 2019 in Book _____, Page _____, also known as Parcel

EXHIBIT O

TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

If a state is not listed below, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed below.

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Financial Protection and Innovation *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205 *San Diego* 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
New York	New York Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236	Attention: Uniform Commercial Code New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	North Dakota Securities Department State Capitol 5th Floor, Dept. 414 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department State Capitol 5th Floor, Dept. 414 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

EXHIBIT P

TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
AR FRANCHISING, INC.
STATE OF ILLINOIS

The following is added to Item 17:

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Franchise Compliance Certificate (Exhibit M) is not applicable in Illinois.

Illinois law governs the franchise agreement(s).

Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Disclosure Act.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

RIDER TO
AR FRANCHISING, INC.
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

This Rider is entered into this_____, 20___ (the "**Effective Date**"), between **AR FRANCHISING, INC.,** a Florida corporation, with its principal business address at 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410 ("**Franchisor**," "**we**," "**us**" or "**our**"), and _____ _____, a _____ whose principal business address is _____ _____ ("**Franchisor**," "**you**" or "**your**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination**. The following is added to Section 7 of the Agreement:

> The conditions under which this franchise can be terminated and a franchisee's rights upon nonrenewal are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

3. **Governing Law and Jurisdiction**. Sections 18 and 19 of the Agreement are amended by adding the following:

> Illinois law governs the franchise agreement(s). Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. **Waiver of Jury Trial**. Section 20 of the Agreement is deleted in its entirety.

5. **No Waiver**. Be advised that any condition, stipulation, or provision purporting to bind any person requiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Law or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **AR FRANCHISING, INC.**	**"YOU"**
By:_____	_____
Name:_____	Name:_____
Title:_____	Date:_____
Date:_____	

ADDENDUM TO THE
AR FRANCHISING, INC.
MARYLAND DISCLOSURE DOCUMENT

1. The following is added to the disclosure document:

   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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

   The Franchise Compliance Certificate (Exhibit M) is not applicable in Maryland.

2. Items 5 and 13 are amended by adding the following language:

   (a) Any General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Maryland Registration and Disclosure Law.

3. Item 17 is amended by adding the following language after the table:

   (a) You 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 Law must be brought within 3 years after the grant of the franchise.

   (b) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)

   (c) The General Release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

RIDER TO
AR FRANCHISING, INC.
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

This Rider is entered into this _____, 20___ (the "**Effective Date**"), between **AR FRANCHISING, INC.,** a Florida corporation, with its principal business address at 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410 ("**we**," "us" or "**our**"), and _____ _____, a _____ whose principal business address is ____ _____ ("**we**," "**us**" or "**our**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **No Release, Estoppel or Waiver of State Law**. Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law ("**Maryland Law**").

3. **Jurisdiction**. Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

4. **Limitation on Claims**. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

5. **General Release**. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US"	**"YOU"**
AR FRANCHISING, INC.	
By:_____	_____
Name:_____	Name:_____
Title:_____	Date:_____
Date:_____	

ADDENDUM TO THE
AR FRANCHISING, INC.
MINNESOTA DISCLOSURE DOCUMENT

The following is added to the disclosure document:

> 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
>
> The Franchise Compliance Certificate (Exhibit M) is not applicable in Minnesota.

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

RIDER TO
AR FRANCHISING, INC.
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Rider is entered into this _____, 20____ (the "**Effective Date**"), between **AR FRANCHISING, INC.,** a Florida corporation, with its principal business address at 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410 ("**we**," "us" or "**our**"), and _____, a _____ whose principal business address is _____ _____ ("**we**," "**us**" or "**our**") and amends the Franchise Agreement between the parties dated as of the Effective Date, (the "**Agreement**").

1. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. The following is added to the Franchise Agreement:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

"US" **AR FRANCHISING, INC.**	**"YOU"**
By:_____	_____
Name:_____	Name:_____
Title:_____	Date:_____
Date:_____	

ADDENDUM TO THE
AR FRANCHISING, INC.
NEW YORK DISCLOSURE DOCUMENT

1. The following is added to the disclosure document:

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Franchise Compliance Certificate (Exhibit M) is not applicable in New York.

2. The following information is added to the cover page of the Franchise Disclosure Document:

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, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, 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.

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law;

fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

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

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

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

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

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

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

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":
You may terminate the agreement on any grounds available by law.

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

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

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

> The 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.

ADDENDUM TO THE
AR FRANCHISING, INC.
VIRGINIA DISCLOSURE DOCUMENT

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Franchise Compliance Certificate (Exhibit M) is not applicable in Virginia.

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EXHIBIT Q

TO THE DISCLOSURE DOCUMENT

FORM OF GENERAL RELEASE

FORM OF GENERAL RELEASE

The following is our current general release form that we expect to include in a release that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

THIS RELEASE is given by _____ and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**Franchisee**"), to **AR FRANCHISING, INC.** and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, the "**Franchisor**").

Effective on the date of this Release, the Franchisee forever releases and discharges the Franchisor from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against the Franchisor, including without limitation, anything arising out of that certain Franchise Agreement dated _____ (the "**Franchise Agreement**"), the franchise relationship between the Franchisee and the Franchisor, and any other relationships between the Franchisee and the Franchisor; except the Franchisor's obligations under the _____ Agreement dated effective _____ _____. This Release is effective for: (a) any and all claims and obligations, including those of which the Franchisee is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to the Franchisor for good and valuable consideration and the Franchisee acknowledges its receipt and sufficiency.

The Franchisee represents and warrants to the Franchisor that the Franchisee has not assigned or transferred to any other person any claim or right the Franchisee had or now has relating to or against the Franchisor.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective _____, notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

_____

_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (*how the individual appeared, check* one) _____ physical presence or _____ online notarization this_____, 20 , by_____. Individual identified by _____ Personal Knowledge _____ Satisfactory Evidence, Type _____.

_____
Signature of Notary
My Commission Expires: _____

Being all of Lot Number _____ at _____ _____ according to the map or plate thereof as recorded in Plat Book ____, Pages ____ through ____, of the Public Records of _____ County, _____ on _____, 2019 in Book _____, Page _____, also known as Parcel

EXHIBIT R

TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require 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	None
Hawaii	None
Illinois	None
Indiana	Effective July 27, 2024
Maryland	Pending
Michigan	None
Minnesota	None
New York	None
North Dakota	None
Rhode Island	None
South Dakota	None
Virginia	Effective June 28, 2024
Washington	None
Wisconsin	None

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 S

TO THE DISCLOSURE DOCUMENT

RECEIPTS

One receipt must be signed, dated and delivered to us. Retain the other receipt for your record

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 AR FRANCHISING, INC. offers you a franchise, we 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 any binding franchise or other agreement, or 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 payment of any consideration, whichever occurs first.

If AR FRANCHISING, 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, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

The Franchisor is AR Franchising, Inc., 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410. Its telephone number is (800) 274-6637.

Issuance Date: May 1, 2024.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
□ David Barin □ Donald L. Whetro	160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410	(727) 536-5900
□ Ron Bender, FranLift	250 N. Dallas Street, Suite 6, Van Alstyne, Texas 75495	(941) 465-1944
□ Frank Morrison, FranLift	250 N. Dallas Street, Suite 6, Van Alstyne, Texas 75495	(305) 815-3594

I received a disclosure document dated May 1, 2024 (See the state effective date summary page for state effective dates.) This disclosure document included the following Exhibits:

Exhibit A	Financial Statements	Exhibit K	Manual Table of Contents
Exhibit B	Franchise Agreement	Exhibit L	Registered Copyrights
Exhibit C	Authorization Agreement for ACH Direct Deposit/Withdrawals	Exhibit M	Franchise Compliance Certification
Exhibit D	Assignment and Assumption of Franchise Agreement and Consent to Assignment	Exhibit N-1	Home Financing Documents
Exhibit E	UCC Financing Statements	Exhibit N-2	Model Home Furnishings Financing Documents
Exhibit F	Confidentiality Agreement	Exhibit O	List of Agencies/Agents for Service of Process
Exhibit G	Principal Owner's Guaranty	Exhibit P	State Specific Addenda and Riders
Exhibit H	Principal Owner's Statement	Exhibit Q	Form of General Release
Exhibit I	List of Current Franchisees	Exhibit R	State Effective Dates Receipts
Exhibit J	List of Former Franchisees	Exhibit S	Receipts

_____
Prospective Franchisee

_____
Print Name

_____
Date

(YOUR COPY)

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 AR FRANCHISING, INC. offers you a franchise, we 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 any binding franchise or other agreement, or 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 payment of any consideration, whichever occurs first.

If AR FRANCHISING, 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, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

The Franchisor is AR Franchising, Inc., 160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410. Its telephone number is (800) 274-6637.

Issuance Date: May 1, 2024.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
□ David Barin □ Donald L. Whetro	160 Fountain Parkway N, Suite 210, St. Petersburg, Florida 33716-1410	(727) 536-5900
□ Ron Bender, FranLift	250 N. Dallas Street, Suite 6, Van Alstyne, Texas 75495	(941) 465-1944
□ Frank Morrison, FranLift	250 N. Dallas Street, Suite 6, Van Alstyne, Texas 75495	(305) 815-3594

I received a disclosure document dated May 1, 2024 (See the state effective date summary page for state effective dates.) This disclosure document included the following Exhibits:

Exhibit A	Financial Statements	Exhibit K	Manual Table of Contents
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Exhibit D	Assignment and Assumption of Franchise Agreement and Consent to Assignment	Exhibit N-1	Home Financing Documents
Exhibit E	UCC Financing Statements	Exhibit N-2	Model Home Furnishings Financing Documents
Exhibit F	Confidentiality Agreement	Exhibit O	List of Agencies/Agents for Service of Process
Exhibit G	Principal Owner's Guaranty	Exhibit P	State Specific Addenda and Riders
Exhibit H	Principal Owner's Statement	Exhibit Q	Form of General Release
Exhibit I	List of Current Franchisees	Exhibit R	State Effective Dates Receipts
Exhibit J	List of Former Franchisees	Exhibit S	Receipts

_____
Prospective Franchisee

_____
Print Name

_____
Date

OUR COPY- RETURN TO US:
AR Franchising, Inc.
Attn: Donald L. Whetro
160 FOUNTAIN PARKWAY N, SUITE 210
ST. PETERSBURG, FLORIDA 33716-1410