SUBFRANCHISOR:

EXIT REALTY NEW YORK METRO
6800 JERICHO TPKE. STE. 120W
SYOSSET, NY 11791
(631) 421-3948
Info@EXITNYMetro.com
www.EXITNYMetro.com

This is the Disclosure Document for the sale of an EXIT "Franchise." The EXIT Franchise purchaser (the "Franchisee" or "You") will operate a real estate sales office. The above trademark is the primary business trademark that an EXIT Franchisee will use in its business.

The total investment necessary to begin operation of an EXIT Franchise is between $77,300-$219,000. This includes a franchise fee of $ 22,000 to $ 32,000, depending on the density of the Franchise Territory, that must be paid to Subfranchisor or Affiliate. The Franchisee Fee is $22,000 for a low-density Franchise and $32,000 for a high-density Franchise.

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 payments to, Subfranchisor 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 HECTOR CASTILLO at Info@EXITNYMetro.com. The disclosure document can be emailed to you in a pdf format.

The terms of your contract will govern your Franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read 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 (the "FTC"). 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: April 28, 2022.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits D, D-1, E, and E-1.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F 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 EXIT 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 EXIT franchisee?	Item 20 or Exhibits D, D-1, E, and E-1. 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 sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit B.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

NOTE: If your region is not within a registration state – please remove this page entirely as this does not apply to non-registration states.

Certain states require that the following risk(s) be highlighted:

1. Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New York. 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 New York than in your own state.
2. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. There may be other risks concerning this franchise.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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

The Franchise described in this Disclosure Document is a license, as a "Franchisee" pursuant to a Franchise Agreement, to a specific geographic territory for the purpose of owning and operating a real estate office using the EXIT System (as defined below) for a specific time period pursuant to the terms of a Franchise Agreement in the form of Exhibit A-2 attached to this Disclosure Document.

To simplify the language in this Disclosure Document, "EXIT" means EXIT Realty Corp. International, the Franchisor. "EXIT NY METRO," "we," "us" and similar words mean JOSVLA INC., a NEW YORK CORPORATION, doing business as EXIT REALTY NEW YORK METRO, the Subfranchisor. "You" means the individual or entity that purchases the Franchise. If you form a corporation, partnership or other organization, the reference to "You" may include the organization's owners.

Subfranchisor

The Subfranchisor is Josvla Inc., d/b/a EXIT Realty New York Metro, a New York corporation with its principal offices located at 6800 Jericho Turnpike, Suite 120W, Syosset, NY 11791 ("EXIT NY METRO"). EXIT NY METRO's agent for service of process is the Secretary of State of New York, 41 State Street, Albany, NY 12231. **EXIT NY METRO is a privately held entity and is not affiliated with EXIT**. Exhibit C lists the state agencies also authorized to receive service of process. EXIT NY METRO has been in the business of selling real estate franchises since February 2002. EXIT NY METRO has no predecessors. EXIT NY METRO has never offered franchises in other lines of business.

EXIT has granted the exclusive right to EXIT NY METRO to sell and establish EXIT franchises in QUEENS, BROOKLYN, STATEN ISLAND, BRONX, MANHATTAN, NASSAU, SUFFOLK, WESTCHESTER, PUTNAM, ROCKLAND, ORANGE, ULSTER, DUTCHESS AND SULLIVAN COUNTIES IN THE STATE OF NEW YORK. EXIT NY METRO offers these franchises under its Subfranchise Agreement with EXIT. EXIT NY METRO acts as an independent contractor and not as an agent of EXIT. The franchise described in this Disclosure Document is offered solely by EXIT NY METRO. Purchasers of a franchise will have a contractual relationship only with EXIT NY METRO and may look only to EXIT NY METRO for performance under the individual Franchise Agreements.

When developing a real estate franchise sales office, you must comply with Federal, state and local laws related to real estate brokers, employment law matters, the Americans with Disabilities Act, and any other regulations specific to the real estate industry. You must also obtain and keep in force all necessary licenses and permits required by public authorities. The state where your franchise is proposed to be located regulates the real estate industry, including the licensing of real estate brokers and salespersons. You should investigate the application of these laws, regulations and licensing requirements further. EXIT NY METRO recommends you retain an attorney to advise you on laws and regulations specific to the state where your sales territory is located.

Franchisor

EXIT was incorporated in Ontario, Canada on October 25, 1995. Its international headquarters are located at 2345 Argentia Road, Suite 200, Mississauga, Ontario, Canada, L5N 8K4. EXIT registered to do business in the United States on October 10, 1997. Its United States principal business address is 400 TradeCenter, Suite 5900, Woburn, Massachusetts, 01801. EXIT's corporate parent is EXITUS Holdings Inc., an Ontario corporation controlled by Steve Morris, the Founder and Chairman of EXIT. The principal business address of EXITUS is 2345 Argentia

Road, Suite 200, Mississauga, Ontario, Canada, L5N 8K4. The principal business address of EXIT's Affiliates, EXIT Realty Corp. USA and Ah$um America, Inc. is 400 TradeCenter, Suite 5900, Woburn, Massachusetts, 01801. EXIT Realty Corp. USA has entered into Subfranchise Agreements with EXIT to sell and establish EXIT Franchises in those Regions that had been sold to other Subfranchisors and were subsequently reacquired by EXIT. Ah$um America, Inc. licenses EXIT's trademarks to vendors supplying trademarked products and services to EXIT Franchisees. EXIT has never offered any franchises other than real estate brokerages. John P. Yentz, Esq., c/o DeWitt LLP, 13845 Bishop's Drive, Suite 300, Brookfield, WI 53005, is authorized to receive service of process for EXIT.

In the United States, EXIT generally sells subfranchise regions to persons or entities (Subfranchisors). The Subfranchisors then sell EXIT franchises in their region.

EXIT has never owned nor operated real estate sales offices. EXIT sells subfranchises and franchises. Neither EXIT nor any of its Affiliates have offered franchises for any other types of business than those described above. As described in ITEM 8 of this Disclosure Document, EXIT licenses a proprietary software, known as MEMO, to Franchisees for $250.00 per month. The software license is mandatory. No Affiliates of EXIT or EXIT NY METRO provide other products or services that it sells or licenses to Franchisees.

The Franchise Offered

EXIT has developed a plan designed to enable independently owned real estate brokerage offices to benefit from brand name identification and to enable these offices to compete more effectively in the real estate industry (the "EXIT System"). The EXIT System is identified by means of certain trade names, service marks, trademarks, logos, and commercial symbols (the "Marks"), including the marks "EXIT Realty" and "EXIT", which provide recognition of the EXIT System to the customers and clients of the EXIT Franchisees. The EXIT System also includes the production of advertising and commercials for use in print and electronic media, training programs for Subfranchisors and Franchisees, Manuals, a program for the referral of real estate listings and real estate buyers and other procedures and systems to assist in the operation and management of a real estate office. The EXIT System includes programs for the establishment of national advertising and promotional campaigns as well. EXIT NY METRO will provide certain specified support and services to all Franchisees in their assigned geographical territory.

EXIT will continue to improve and further develop the EXIT System, and through EXIT NY METRO will provide new information and techniques to you through confidential Training Manuals (the "Manuals"). Any real estate brokerage office that joins the EXIT System is referred to in this Disclosure Document as a "Franchisee." Franchisees offer real estate brokerage services to the general public as independently owned and operated entities utilizing the EXIT Trademarks together with a pre-selected "Trade Style" name in conjunction with the unique system and formula of EXIT. The Franchise Agreement is executed between EXIT NY METRO (the Subfranchisor) and you (the Franchisee).

The real estate sales business is highly competitive with respect to price, service, location and quality of service. It is often affected by changes in consumer tastes, economic conditions and population patterns. You must anticipate competing with numerous other real estate sales offices offering a wide range of comparably priced services and a wide variety of service formats. The businesses with which you should expect to compete include, in general, national or regional real estate franchise systems and other chains, and independently owned local firms located in the area of your office that offer similar services to the same or similar customers. Your business will also be affected by its location, the locations of competing real estate sales offices, your financial and managerial capabilities, availability of labor, interest rates, demographic or cultural conditions, and other factors. There is also active competition for management and service personnel.

You may become a Franchisee by entering into a Franchise Agreement with EXIT NY METRO, which sets forth your obligations and the obligations of EXIT NY METRO. The EXIT Franchise

Agreement is attached to this Disclosure Document as Exhibit A-2. EXIT NY METRO and you are the only two parties to the Franchise Agreement. The fee structure is outlined in the EXIT Formula (part of the Franchise Agreement).

Every Franchise must possess a bonafide real estate broker's license in good standing under the laws of the state where the Franchise is located. Franchisees are expected to provide first class real estate service to the buying and selling public. The Franchisee has the responsibility to hire and recruit real estate sales representatives and to compete in the real estate brokerage business. The number of sales representatives required under a Franchise Agreement is based on the active Realtor® population in the geographic territory that includes your Protected Territory (see ITEM 12 of this Disclosure Document) and based upon market conditions and competition.

EXIT's agents for service of process are disclosed in Exhibit B of this Disclosure Document.

Your activities are subject to state and federal laws and regulations, including, but not limited to, those related to real estate transfer, real estate settlement procedures and real estate brokerage laws.

If the Franchisee is operating as a corporation, partnership or limited liability company, you must comply with the requirements of entity ownership set forth in Section 14 of the Franchise Agreement. Those requirements include:

(a) You must execute a Personal Guaranty of the Franchise Agreement.

(b) The Franchisee entity must be legally authorized to do business in the state where your Protected Territory is located.

(c) You must provide EXIT NY METRO with copies of the Franchise entity's organizational documents, such as Articles of Incorporation and Bylaws, Articles of Organization and Operating Agreement or Partnership Agreement, including a breakdown of ownership.

(d) You must provide EXIT NY METRO with a copy of any Buy-Sell Agreement between the equity holders of the Franchisee entity.

ITEM 2
BUSINESS EXPERIENCE

Subfranchisor

EXIT NY METRO

Hector Castillo
Founder and Sole Shareholder
EXIT Realty New York Metro
Syosset, NY

Hector Castillo joined EXIT Realty as a Regional Owner in February 2002. He started his Real Estate career in 1988 and became a Licensed Real Estate Associate Broker in 1991. Prior to joining EXIT in 2002 he owned an Independent Real Estate office, and was affiliated with 3 other Franchise Real Estate Brands.

Franchisor
EXIT Realty Corp. International

Steve Morris
Founder and Chairman
Mississauga, Ontario, Canada

Steve Morris is the Founder and Chairman of EXIT. He has been its Chairman since he incorporated EXIT in 1995.

Tami Bonnell
Co Chair
Woburn, Massachusetts

Tami Bonnell joined the EXIT System as the Regional Owner for New England in December 1999. She joined EXIT as the Regional Vice President – Northeastern United States in September 2000. In October of 2001, she was promoted to President of the United States Division. In September 2012, she was named Chief Executive Officer (C.E.O.). In September, Tami was appointed Co Chair.

Erika Gileo
C.O.O.
Mississauga, Ontario, Canada

In August 1999, Erika Gileo joined EXIT, as the General Manager of Administration. In March 2002, Erika was promoted to Vice President, Operations and in 2006 to Sr. Vice President, Operations. In September 2012, she was named Chief Operating Officer (C.O.O.).

Stephen Nanan
C.F.O.
Mississauga, Ontario, Canada

Stephen Nanan joined the EXIT system in January 2004 as the Accounting Manager. In the fall of 2006, he became EXIT's Corporate Controller. In January 2018, he was promoted to Chief Financial Officer (C.F.O.).

John Packes
C.T.O
Stamford, Connecticut

John Packes joined EXIT in 2015 as Director of Technology and Innovation. In June of 2018, John was promoted to Chief Technology Officer (C.T.O). Prior to being with EXIT, John held the position of CIO with Life In Mobile since 2008, a global digital agency and user engagement company headquartered in Stamford, CT, with offices in Manhattan, NY and Katowice, Poland.

Joyce Paron
C.E.O – Canadian Division
Mississauga, Ontario, Canada

Joyce Paron has served as the President of the Canadian Division of EXIT since 1999. In September 2021, Joyce was appointed C.E.O for the Canadian Division.

Robert McKinnon
Director of Leadership
Dallas, Texas

Robert (Bob) McKinnon has served as a Senior Regional Consultant for EXIT since 2006. From October 2012 through December 2016, he was the President of the South West U.S. Division of EXIT. In January 2017, he was promoted to Director of Leadership.

Craig Witt
C.E.O - U.S. Division
Traverse City, Michigan

Craig Witt joined the EXIT System in 2004 as a Franchisee. In 2007, he acquired the Subfranchise rights for the State of Michigan. In May 2009, he became the Regional President for the State of Michigan. From October 2012 through December 2016, he was the President of the North West U.S. Division of EXIT. In January 2017, Craig was promoted to President of the U.S. Division of EXIT. In September 2021, Craig was appointed C.E.O for the U.S Division.

Laura (Lori) Muller
President – U.S Division
Appleton, Wisconsin

Lori Muller joined EXIT as a franchisee in 2007 and opened her first EXIT office in Appleton, Wisconsin. She served as Regional Director for the region of Wisconsin from 2010 to 2012. In 2016, she purchased her second franchise in the territory of Shawano, Wisconsin and then a third in Oshkosh, Wisconsin in 2018. In 2020, Lori was appointed the Vice President for the U.S Division for EXIT Realty Corp. International. Lori is also a National Women's Council 2021 President Elect Candidate. In September 2021, Lori was promoted to President for the U.S Division.

Janice Petteway
Director of Brokerage Development
Orlando, Florida

Janice Petteway was a Franchise Owner of two EXIT Realty offices in Central Florida. The first location in Longwood opened in 2002. She has also been the owner of Central Florida Title Center LLC, since 2007. From October 2012 through December 2016, she was the President for the South East U.S. Division of EXIT. In January 2017, Janice was promoted to Director of Brokerage Development.

Susan Harrison
Sr. Vice President
Mississauga, Ontario, Canada

Susan Harrison joined EXIT in August 2000, as Manager of Franchise Support. In August of 2005, she was promoted to Sr. V.P. Web Development. In April 2010, she was promoted to her current position.

Maria Louisa Orzakovski
Vice President Operations
Mississauga, Ontario, Canada

Maria Orzakovski has been employed with EXIT since August 1, 2000. From 2000 to 2004, she worked in the Accounting Department. In 2005, she was promoted to Manager, Corporate Records. In October 2006, she was promoted to Vice-President Operations.

Laura Roussel
Vice President Regional Services
Searcy, Arkansas

Laura Roussel, a Certified Public Accountant, purchased the EXIT Subfranchise rights for the States of Arkansas and Oklahoma in 2004 and operated those Regions until 2015. In 2013, she was hired by EXIT Realty Corp. USA to be the Central Coordinator – U.S. Divisional Presidents. On April 1, 2015, she was promoted to Vice-President Regional Services for EXIT.

ITEM 3

LITIGATION

Subfranchisor

EXIT NY METRO

NONE

Franchisor
EXIT Realty Corp. International

Except for the action described below, there is no litigation that must be disclosed in this ITEM.

71353 Newfoundland & Labrador Inc. and Baushape Design, Inc. v. EXIT Realty Corp. International. Ontario, Canada Superior Court of Justice, Case No. CV-16-565447, filed December 6, 2016. The plaintiff claims that it has incurred damages of $2,500,000 because EXIT breached a contract and claims EXIT owes it the sum of $975,000 pursuant to a Guarantee that it claims was signed by EXIT. EXIT denied the claims and filed a counterclaim demanding payment of $1,278,090.55 pursuant to a Promissory Note signed by the Plaintiff, 71353 Newfoundland & Labrador Inc., and dated November 13, 2015. The discovery phase of the litigation has commenced.

ITEM 4
BANKRUPTCY

Subfranchisor

EXIT NY METRO

NONE

Franchisor
EXIT Realty Corp. International

No bankruptcy is required to be disclosed in this ITEM.

ITEM 5
INITIAL FEES

When you sign the Franchise Agreement, you must pay EXIT NY METRO an Initial Fee that ranges from Twenty-Two Thousand Dollars ($22,000) to Thirty-Two Thousand Dollars ($32,000), depending on the geographical size and population (including seasonal residents) of the Protected Territory provided to you with the Franchise Agreement. The Initial Fee for a Franchise Agreement is determined according to the following formula:

(a) Population in excess of 20,000 persons - **Fee of $32,000** (high-density);

(b) Population between 10,000 and 20,000 persons if the Protected Territory is more than 2 miles from an area with a population of more than 30,000 - **Fee of $22,000** (medium-density)

EXIT NY METRO METRO retains 75% of the Initial Fee paid for a Franchise Agreement. EXIT is paid the remaining 25% of the Initial Fee.The Initial Fee for a Franchise Agreement will be uniformly imposed on all Franchisees subject to this Disclosure Document and is not refundable.

ITEM 6
OTHER FEES

OTHER FEES			
Type of Fee	**Amount**	**Due Date**	**Remarks**
Computer Software Fee[1]	$250	Monthly	Payable by you to EXIT
Renewal Fee	10% of the then current Initial Franchise Fee not to exceed 25% of the initial franchise fee paid.	At the time the Franchise Agreement is renewed (5 years).	Payable by you to EXIT NY METRO
Transaction Fee[2]	$150 per transaction side ($225 per transaction side exceeding $3,500 in gross commissions to the Franchise, $50 per transaction side generating $2,000 in gross commissions or less to the Franchise), not to exceed $2,700 per year, per Sales Representative (pro-rated in the first calendar year).	At the time of closing of each sales/rental transaction.	Payable by you to EXIT NY METRO and EXIT by electronic funds transfer or by such means as Subfranchisor and EXIT may direct.
Regional Development Fee[3]	$35 per transaction side, not to exceed $500 per year, per Sales Representative (pro-rated in the first calendar year).	At the time of closing of each sales/rental transaction.	Payable by you to EXIT by electronic funds transfer.
Annual Membership[4]	$375 All equity holders of Franchisee and individuals with an interest in the Franchise	Annually, on July 1st	Payable to EXIT.

	must become EXIT Associates and pay Annual Membership. See Note		
CompaNY METRO Development Fee[5]	Equivalent to 10% of the gross commissions generated per year by every Sales Representative to a maximum cumulative fee of $10,000 per calendar year for each Sales Representative (pro-rated in the first calendar year).	At the time of closing of each sales/rental transaction.	Payable by you to EXIT by electronic funds transfer.
Transfer Fee[6]	Major Transfer. The transfer of a 50% or more interest in the Franchise or 50% or more interest in the equity or voting rights in the entity that owns or controls the Franchise, whether in one or more transfers—transfer fee equal to 10% of the then-current Initial Fee (not to exceed 25% of the Initial Franchise Fee paid). Minor Transfer. Transfer of less than a 50% interest of the Franchise, or less than 50% interest in the equity or voting rights in the entity that owns or controls the Franchise—$500. See Note[6]	Upon the Transfer See Note[6]	Payable by you to EXIT NY METRO at the time of the Transfer.
Convention Registration Fee[7]	$825, subject to change annually. See Note[7]	Upon registration.	Payable by you to EXIT.
Late Fee	5% of the late payment.	If a payment is more than 30 days late.	Payable by you to EXIT NY METRO
Interest	Past due amounts are subject to interest at the prime interest rate plus 5%, or the highest contract annual percentage rate allowed by applicable law, whichever is less.	Commencing 30 days after payment is late.	Payable by you to EXIT NY METRO
Audit Fee[8]	See Note[8]	See Note[8]	See Note[8]

Note [1] EXIT's proprietary software for reporting transactions is known as MEMO. See also ITEM 11

Note [2] These fees are payable to EXIT NY METRO and EXIT and are uniformly imposed. These fees are subject to change by EXIT. Every sale or leasing transaction involves two (2) "Transaction Sides" a "Selling Side" and a "Buying Side." The Transaction Fee is payable on a commission or fee payable to you on a Transaction Side. All Transaction Fees that pertain to referral commissions between EXIT offices are split in direct proportion to the percentage of

commission earned. For example, an EXIT Franchise office that receives 25% of a commission side, pays 25% of the Transaction Fee. A portion of each Transaction Fee is allocated to certain funds administered by EXIT (described in ITEM 11). Currently, the allocations per Side are as follows:

	$225 Fee	$150 Fee	$50 Fee
U.S. Promotional Fund	$54.00	$36.00	$12.00
U.S. Creative Fund	$ 7.50	$ 5.00	$ 1.67
U.S. Administrative Bonus Fund	$ 7.50	$ 5.00	$ 1.67
U.S. Charitable Fund	$ 7.50	$ 5.00	$ 1.67

Note [3] These fees are payable to EXIT and are uniformly imposed. These fees are subject to change by EXIT. All Regional Development Fees that pertain to referral commissions between EXIT offices are split in direct proportion to the percentage of commission earned. For example, an office that receives 25% of a commission side, pays 25% of the Regional Development Fee.

Note [4] Annual Membership is payable by each EXIT Sales Representative, persons under written contract with a Franchisee or Subfranchisor to recruit sales representatives, and all officers, directors and equity holders of Franchisees or Subfranchisors.

Note [5] From the Company Development Fees paid, EXIT pays the Sponsor responsible for the introduction and hiring of the Sales Representative, a sponsoring bonus equivalent to 10% of gross commissions generated per calendar year by such Sales Representative. Each sponsoring bonus is subject to a sponsoring bonus fee of 10% of the sponsoring bonus per transaction side in a residential transaction and per fee unit in an ICI transaction for a maximum of $75 per transaction side (there is an additional fee of $35 for death benefits). The sponsoring bonus is reduced to the equivalent of 7% of the gross commissions that are generated by a Sales Representative that has been sponsored into the EXIT System by a “part-time” or “retired” Sales Representative (the other 3% being paid to the Franchisee holding the license of the Sponsor) and reduced to 5% upon the death of the sponsoring Sales Representative (the other 5% being paid to the Franchisee that held the license of the Sponsor at the time of his or her death).

Note [6] If there is a transfer from one person to an entity that is controlled by the same person, there is no fee.

Note [7] You are charged for the Convention Registration Fee, whether or not you attend the Convention. One (1) exemption for non-attendance is granted in each 5-year period. You are required, at your cost, to attend the Annual Convention. The cost to attend the Annual Convention varies, based upon the Convention location, and typically ranges from $2,000-$3,000, including travel, lodging and registration fee (see Section 9.12 of the Franchise Agreement).

Note [8] If an audit reveals that you have underpaid amounts owing under your Franchise Agreement, and the underpayment is willful or exceeds five percent (5%) of the amount actually owing, in addition to paying the full amount owing, you must reimburse EXIT NY METRO for the cost of the audit, including travel, lodging, meals, professional fees, salaries and other expenses of the persons conducting the audit. The expenses relating to the audit are nonrefundable.

NOTE: All of the fees are nonrefundable.

NOTE: “Sales Representative” means every person licensed or otherwise authorized to sell real estate as an agent or broker of Franchisee.

NOTE: All of the foregoing fees and memberships are subject to change by EXIT NY METRO or EXIT during the term of the Agreement.

NOTE: Memberships and Fees may increase by up to 7% annually (see Section 16 of the EXIT Formula).

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Although costs may vary among Franchises, your initial investment is presently anticipated and estimated as follows:

YOUR ESTIMATED INITIAL INVESTMENT				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Paid**
Initial Franchise Fee[1]	$22,000-$32,000	Lump Sum	When you sign the Franchise Agreement	EXIT NY METRO[1]
Training Expenses	$2,500-$5,000	As Incurred	During Training	Airlines, Hotels and Restaurants
Real Property – Leased for 12 Months[2]	$12,000-$50,000	As Billed	Prior to Opening	Landlord
Insurance[3]	$2,000-$10,000	As Billed	As Incurred	Insurance Company
Equipment, Fixtures, Other Fixed Assets, Construction, Remodeling Leasehold Improvements & Decorating Costs[4]	$10,000-$30,000	As Billed	As Incurred	Vendors, Lessor
Security Deposits, Utility Deposits, Business Licenses & Other Prepaid Expenses[5]	$1,500-$5,000 (if applicable)	As Billed	As Incurred	State Authorities
Exterior Office Sign	$500-$5,000	As Billed	As Incurred	Vendors
Automobile Lease[6]	$4,800-$9,000	As Billed	As Incurred	Vendors
Annual Convention Expenses[7]	$2,000-$3,000	As Billed	As Incurred	Vendors
Additional Funds (6 months)[8]	$20,000-$70,000	As Needed	As Incurred	Vendors
Total	$77,300-$219,000			

Note [1] EXIT NY METRO retains 75% of the Initial Fee for a Franchise Agreement. EXIT is paid the remaining 25% of the Initial Fee.

Note [2] You must lease at least 1,500 square feet in a suitable commercial building for your office. Because real estate values vary dramatically from location to location, we cannot accurately estimate your rent, but annual rental costs typically range from approximately $12.00 to $20.00, or more, per square foot for an office location. This is a gross rental that includes building operating expenses, insurance and real estate taxes. The Sales Representative quota set forth

in Section 9.8 of the Franchise Agreement will require the office size to increase within the first 3 years of the lease. We estimate this will increase the annual rent to $36,000-$60,000. Franchise offices are usually located in the commercial center within your Protected Territory.

Note [3] The costs of insurance will vary depending on the number of employees and Sales Representatives, the location of your office and the value of the equipment and improvements.

Note [4] Equipment includes 2-4 computers, the requirements of which are set forth in Section 5 of ITEM 11 of this Disclosure Document. This amount also includes yard signs, sale and sold signs, business cards and office supplies.

Note [5] Includes Association of Realtors®, Local Board Fees and Multiple Listing Service (MLS) Memberships.

Note [6] While not required under the terms of the Franchise Agreement, an individual Franchisee will need an automobile to provide real estate services. The individual may supply his or her own automobile or may cause the business to lease or purchase an automobile. The average monthly lease payment included in this table ranges from $400-$800.

Note [7] You are required to attend the Annual EXIT Convention. Costs include registration fees, travel expenses and food and lodging expenses.

Note [8] This estimate includes legal expenses, staff salaries, utilities and operating expenses for the first 6 months of operation. The estimate includes travel, lodging and incidental expenses for initial training. Tuition is not charged for attendance of approved attendees at initial training. EXIT charges you $500.00, if you sign up and fail to attend the training or cancel on less than 30 days' notice. The estimate does not include an owner's salary or draw. These figures are estimates and will vary by your geographic area; how much you follow our methods and procedures; your management skill, experience and business acumen; the relative effectiveness of your staff; local economic conditions; competition; and the revenue level reached during the initial period. We cannot guarantee that you will not have additional expenses starting the business. This estimate was calculated based upon the average operating expenses of EXIT Franchisees throughout the United States.

Note: None of the above amounts described in this ITEM 7 are refundable from EXIT. Refundability of other amounts will vary, depending on the vendor.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase all stationery, merchandising material and/or anything else that is utilized by you that contains EXIT's logo and/or Marks from EXIT's Approved Suppliers or Suppliers that sign a Confidentiality and License Agreement with EXIT. EXIT, through its Affiliate, Ah$um America, Inc., maintains a list of Approved Suppliers. If you wish to have a supplier designated as "Approved," you may submit information about the supplier and its relevant products or services to Ah$um America, Inc. for review. Ah$um America, Inc. will not unreasonably withhold its approval of any supplier that meets the quality standards set forth in the EXIT Training Manual and agrees to sign Ah$um America, Inc.'s then current Terms and Conditions document for Approved Suppliers. Ah$um America, Inc. will notify you of its decision within 60 days of your submission. Ah$um America, Inc. reserves the right to re-inspect the products or services of any Approved Supplier and revoke its approval if the service or product fails to meet the quality standards set forth in the EXIT Training Manual. Ah$um America, Inc. will send written notice of any revocation to the Approved Supplier. Ah$um America does not impose a fee or cost for Supplier approval.

Ah$um America, Inc. applies the following general criteria in approving a proposed Supplier:

(a) Ability to make Product in conformity with EXIT's specifications;

(b) Production, supply considerations and delivery capability;

(c) Reputation and integrity of Supplier;

(d) Financial condition and insurance coverage of Supplier.

Approved Suppliers are sent written notice of any modifications in EXIT quality standards.

EXIT is the only approved supplier for certain computer software for the Franchise report system known as MEMO. You must purchase a compatible computer for the Franchise MEMO system. The computer requirements are described in ITEM 11. The MEMO system has been developed and will be licensed by EXIT to you. There is no initial cost for the system. You must pay a monthly license fee of $250.00. If you own more than 1 EXIT Franchise, and those are operated by the same legal entity and use the same trade name, the monthly license fee for the second and subsequent Franchise Agreements shall be reduced to 25% of the monthly license fee charged at the time the subsequent Franchise Agreement(s) is signed.

You must comply with quality standards and specifications described in EXIT's Training Manuals for furnishings, fixtures, equipment and operating supplies.

Approved Suppliers may pay EXIT, through Ah$um America, Inc., a royalty based on sales revenues for each product sold utilizing the EXIT Mark. The amount is negotiated with each Approved Supplier, as a percentage of revenues or a flat fee, and varies from Supplier to Supplier. EXIT, through Ah$um America, Inc., received $840,672.74 in royalties from Approved Suppliers in 2021 and $1,349,999.00 from its MEMO software license and access fees in 2021. The total of these amounts constitutes 12% of EXIT's 2021 revenues, which totaled $17,868,466.

We estimate that the required purchases described above are 3.0% to 12.0% of the cost to establish and operate the EXIT Franchise (this includes the exterior sign(s), office supplies, yard signs and MEMO fees).

Except for the license of the MEMO system, neither EXIT nor its Affiliates are Approved Suppliers, and no officer of EXIT owns an interest in an Approved Supplier. There are no purchasing or distribution cooperatives in existence as of the date of this Disclosure Document. Except for Approved Suppliers, EXIT does not negotiate purchase agreements with suppliers for the benefit of Franchisees. EXIT does not provide benefits to Franchisees based on a Franchisee's purchase of a particular product or service or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT.

Obligation	Section in Franchise Agreement	ITEM in Disclosure Document
a. Site Selection and Lease	3	11
b. Pre-opening Purchases/Leases	3	5, 6, 7
c. Site Development and other Pre-opening Requirements	3	5, 6, 7
d. Initial and Ongoing Training	9	11

e. Opening	4	11
f. Fees	5, 6, 7	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	10	11
h. Trademark and Proprietary Information	8	13, 14
i. Restrictions on Products/Services Offered	9	16
j. Warranty and Customer Service Requirements	9.2	11
k. Territorial Development and Sales Quotas	9	12
l. Ongoing Product/Service Purchases	9.10	8
m. Maintenance, Appearance and Remodeling Requirements	3	7
n. Insurance	9	7
o. Advertising	7, 9	6, 11
p. Indemnification	31	Not Applicable
q. Owner's Participation/Management/Staffing	9	15
r. Records/Reports	11	11
s. Inspections/Audits	11	11
t. Transfer	18	6, 17
u. Renewal	5	17
v. Post-termination Obligations	17	17
w. Noncompetition Covenants	21	17
x. Dispute Resolution	25	17

ITEM 10
FINANCING

EXIT NY METRO does not offer financing to you. EXIT and EXIT NY METRO do not guarantee your lease or any other financial obligation you may enter into in connection with your business.

ITEM 11
FRANCHISOR'S AND SUBFRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, EXIT and EXIT NY METRO are not required to provide you with any assistance.

1. Pre-Opening Obligations.

Before you open your Franchise, EXIT NY METRO and EXIT will provide the following assistance to you:

(1) Provide you with a copy of our prototypical office plans and specifications, which you may adapt for your own use. See Franchise Agreement, Sections 9.11(a) and 12.1.

(2) Provide you with access to EXIT's computer software. See Franchise Agreement, Section 9.14.

(3) Provide you with one (1) copy of the Training Manual Vol. 1 – Quick Start Manual that covers EXIT's operating policies, marketing and advertising policies and standards, promotional programs and other matters. The Table of Contents of the Quick Start Manual is attached to this Disclosure Document as Exhibit C. See Franchise Agreement, Section 12.1. If EXIT's next scheduled training program is offered prior to your office opening, you must attend that program. Otherwise, you must attend the next scheduled training program. EXIT's initial training program is offered 3 times per year.

(4) You must select your office site, subject to EXIT NY METRO's review and consent, and secure fee or leasehold title for the site. Generally, office sites that are leased are not owned by EXIT NY METRO. EXIT NY METRO may consult with you regarding site selection, but you are ultimately responsible for locating and obtaining an acceptable site. In evaluating a proposed site, EXIT NY METRO considers such factors as competition and market analysis, proximity to other real estate offices and other potential sources of customers, building suitability, traffic and transportation, the nature and extent of adjacent businesses, the comparative advantages of a particular market, and other factors selected by EXIT NY METRO. Your office site must be within your Protected Territory (see Item 12 below). See Franchise Agreement, Section 3.1(A).

(5) If you have not selected an office site, if you and EXIT NY METRO cannot agree on a site, or if you have not opened your office within 120 days after you sign a Franchise Agreement, EXIT NY METRO may declare the Franchise Agreement null and void, without the return of any Initial Fee or other amount paid to us. See Franchise Agreement, Section 3.1(A).

2. **Office Opening.**

Franchisees typically open their offices approximately 2 to 3 months after they sign a Franchise Agreement. The primary factor affecting the time period is whether the office is converted from an existing facility or built by the franchisee. Other factors may include the time of year, availability of financing and construction delays. You are required to open your office within 120 days after you sign a Franchise Agreement. If you have not opened your office, within 120 days after you sign a Franchise Agreement, we may declare the Franchise Agreement null and void, without the return of any Initial Franchise Fee or other amounts paid to us. See Franchise Agreement, Section 3.1(A).

3. Obligations After Opening.

During the operation of your Franchise, the following obligations will be met by EXIT NY METRO and EXIT:

(1) Train you as provided in Training Manual Vol. 2 – Broker Training and Training Manual Vol. 3 – Presentation Process, the Table of Contents of which are attached to this Disclosure Document as Exhibit C. See Franchise Agreement, Sections 8.8 and 9.11.

(2) Periodically train you and your management personnel. See Franchise Agreement, Article 9.

(3) Periodically discuss with you operating and marketing issues concerning your Franchise. See Franchise Agreement, Article 9.

(4) Periodically inspect your office to determine whether you are operating and maintaining it as required by the Franchise Agreement and Training Manuals and provide you written quality performance reviews. See Franchise Agreement, Article 13.

(5) At your request, consult with you on technical matters. You must pay EXIT NY METRO's then current charges and related travel and living expenses for these services. See Franchise Agreement, Articles 9 and 13.

(6) Periodically provide you with revised and updated versions of the MEMO computer software. See Franchise Agreement, Articles 9 and 13.

4. **Advertising.**

From the fees generated from each sale or lease transaction, a portion of the fees is allocated to advertising and to other funds. See ITEM 6 of this Disclosure Document and Section 7.6 of the Franchise Agreement.

Advertising. The advertising fees are allocated to the following Advertising Funds (the "Funds"): United States Creative Fund, United States Promotional Fund and Regional Development Fund.

The United States Creative Fund is used to create concepts and programming used for national and local advertising of EXIT. EXIT uses the creative fund to pay its employees and subcontractors for the advertising services that it provides.

The United States Promotional Fund is used to advertise and promote in radio, television, internet, newspaper, trade magazines and other advertising and promotion mediums.

The Regional Development Fund is used to purchase advertising services within the Region within which the Regional Development Fund fees are generated.

EXIT is not required to spend any amount on advertising in any particular area or Region, except the Regional Development Fund which is used solely for regional development in the Region in which the funds are generated. These funds are intended for the benefit of the EXIT name and the EXIT system, and not necessarily for the direct benefit of any specific franchisee, although it is anticipated that all Franchisees will benefit from increased awareness and visibility of the EXIT name and the EXIT system.

The Advertising Funds may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising and promotion. EXIT is not required to maintain the money paid by Franchisees to the Funds and income earned by the Funds in separate accounts. None of the advertising funds were used principally to solicit new franchise sales.

All Franchisees are required to contribute Advertising Funds at the same rate. Each of the Funds is administered by EXIT. The Funds are not audited. Annual financial statements of the Funds are available for review by you upon request.

Any Fund amount remaining at the end of a calendar year is carried over to be used in the future.

In the most recently concluded calendar year, EXIT spent 14.07% of the Funds on production, 7.33% of the Funds on media placement, 0% of the Funds on administrative

expenses, 27.06% of the Funds on EXIT's website, 7.53% of the Funds on promotions and 31.07% of the Funds for regional development.

There is no advertising council composed of Franchisees that advises EXIT on advertising policies. The Franchise Agreement does not give you the power to form, change or dissolve an advertising council.

There is no obligation for EXIT to maintain any advertising program or to spend any amount on advertising in your area or territory, except as provided for in the Regional Development Fund. EXIT currently advertises using print, radio, television and the internet, with local, regional and national coverage. EXIT currently employs both an in-house advertising department and national or regional advertising agencies.

You may develop advertising materials for your own use, at your own cost. We must approve these advertising materials in advance and in writing. In addition, we may, or EXIT may, but is not required to, provide advertising materials to you for your use.

There is no Advertising Council or local Regional Advertising Cooperative. Franchisees are not required to participate in a local or regional advertising council. Except for the obligation to purchase advertising with the Regional Development Fund Fees, EXIT has no other obligation to conduct advertising. Regional Development Fund Fees are used solely to purchase advertising, including billboard advertising, in the Region in which the Regional Development Fund Fees are generated.

Other Funds. A portion of the fees is allocated to 2 other funds; the United States Charitable Fund and the Administrative Fund.

The United States Charitable Fund is used by EXIT to make donations to a United States charity or charities selected by EXIT. As of December 31, 2021, there was a balance of $1,009,425.64 in the Charitable Fund.

The United States Administrative Fund is used to pay year-end bonuses to the support staff employed by Franchisees. As of December 31, 2021, there was a balance of $351,487.91 in the Administrative Fund.

5. **Computer Requirements.**

Set forth below, is a listing of the hardware and software currently required to operate the MEMO software provided by EXIT:

Hardware Requirements	Software Requirements
• 8GB RAM Minimum or Higher	• Windows 10 or newer operating system
• High speed internet access	• Chrome or Microsoft Edge

The software provided by EXIT for the Franchise Report System (MEMO) is owned by EXIT and licensed by EXIT to you. EXIT maintains and updates MEMO. EXIT will have independent access to the information on MEMO. The initial cost of the MEMO software is $0. Currently, a licensing fee of $250.00 per month for MEMO, payable to EXIT, is charged to you. This fee is to be paid by automatic monthly withdrawal. See Section 9.14 of the Franchise Agreement and ITEM 6 and ITEM 8 of this Disclosure Document.

EXIT may require you to upgrade the hardware and software to maintain compatibility with MEMO.

MEMO calculates and stores the Transaction Fees, Regional Development Fees and Company Development Fees for each transaction performed by your Franchise. The MEMO System tracks all information pertaining to Franchise contract details, as well as information about each of your Sales Representatives. It provides the ability to set commission plans which automatically calculate the commission of every transaction in which a salesperson is involved. It tracks when Sales Representatives cap out on EXIT Transaction Fees and reach the next commission level. It keeps track of all listings, both pending and sold. It does not track other operating expenses not directly related to real estate transactions, such as office rent, postage expenses, utility expenses, etc.

EXIT NY METRO estimates that your cost to purchase a computer is $500-$1,000 per computer. There is a minimum of 1 computer required for the Franchise, although it is likely that you will need 2-4 computers during your initial 6 months in business. Your obligation to upgrade your computer or its operating system is dependent upon technology advances and EXIT's upgrades of MEMO.

6. **Operating Manual.**

The Table of Contents of the Franchisee Training Manual is attached to this Disclosure Document as Exhibit C.

7. **Training Program.**

EXIT's training program, as of December 31, 2021, is described below:

TRAINING PROGRAM				
	Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
1.	Welcome Commencement Deliberate Creation Personality Profile Test Power of Perspective	.5 .75 3 .25 2.5	None	Mississauga, Canada or Atlanta, Georgia
2.	EXIT Formula Broker Services Franchise Support Your Financial Good Health Brand Comparison Teams at EXIT Advertising	2.25 1 .5 .5 1 .75 .5	None	Mississauga, Canada or Atlanta, Georgia
3.	EXIT's Technology What's New in Tech Technology Engagement Recruiting Sponsoring The EXIT Presentation	1 .5 1.25 .5 1 2.75	None	Mississauga, Canada or Atlanta, Georgia
4.	Personality Profiles The EXIT Story EXIT News Delivery & Engagement Profitability & Formula Potential	3.25 1 1 1.25	None	Mississauga, Canada or Atlanta, Georgia
5.	Hosting Events Report Cards /Hiring & Firing Focus on Good Health Corporate Strategy	1 1 1.75 .5	None	Mississauga, Canada or Atlanta, Georgia

	Manager's Toolbox Testimonials & Certificates	.5 .5		

The initial training program is conducted by EXIT Executives that are listed in ITEM 2 of this Disclosure Document. The minimum experience of these instructors in the field is relevant to the subject taught and our operations is 5 years.

Initial training programs are conducted a minimum of 3 times annually. The training program runs for 5 full days and covers each of the subjects listed in the Table of Contents of the Training Course Manuals. Training times and instructors for each subject vary from program to program.

You must pay the travel, lodging, meals and incidental expenses of those attending the initial training program. Training is presently conducted at EXIT's Mississauga, Ontario headquarters, Atlanta, Georgia and/or online. It may also be conducted at a location selected by EXIT NY METRO. See Franchise Agreement, Article 9. EXIT charges you $500, if you sign up and fail to attend the training or if you cancel on less than 30 days' notice. At the option of EXIT, some or all of the training may be online.

You and any individual who will serve as the administrator of your Franchise office must attend and complete the initial training program to EXIT NY METRO and EXIT's satisfaction. Attendance must be at the next scheduled training following your execution of the Franchise Agreement. You and any individual who will serve as an administrator of your Franchise office will complete the initial training program not sooner than one hundred twenty (120) days prior to opening and not less than thirty (30) days prior to opening of your Franchised Business. In addition, within 60 days after completion of the initial training, you must complete and attend the 1-day training course conducted by EXIT NY METRO (if offered) at a location within the State of NEW YORK. There are no charges for the NEW YORK course or the materials. However, you are responsible for your own lodging, meals and incidental expenses. At the option of EXIT, some or all of the training may be online.

EXIT currently offers an Advanced Broker Course. The prerequisite to attending this course is that the Franchisee must have first attended the Franchise Management Training Course. It is recommended that this Advanced Broker Course be attended at least once during the five-year term of the Franchise Agreement.

If you renew your Franchise Agreement, additional training is required at the time of the renewal.

ITEM 12
TERRITORY

The Franchise Agreement grants you the right to establish a real estate sales office in a specified geographic territory ("Protected Territory") that is described by boundary streets, highways, cities, counties, or other recognizable demarcations and can be further delineated by a map attached as a part of the Franchise Agreement. You are granted the exclusive right to establish an EXIT realty office within the Protected Territory. You are not restricted from selling real estate services outside your Protected Territory. There is no minimum Protected Territory granted, although the Protected Territory is generally as follows: High density – over 20,000 population; Low density – 10,000-20,000 population. **You receive exclusivity for the location of your office. You will not receive an exclusive Territory for EXIT listings and/or sales. You may face competition from other EXIT Franchisees, from outlets we own, or from other channels of distribution or competitive brands within your Territory.**

Other EXIT franchises may sell real estate services within your Protected Territory. No compensation is paid to you for real estate sales by other EXIT franchises within your Protected Territory. Similarly, you may sell real estate services outside of your Protected Territory. There are no restrictions on either you or any other EXIT Franchisee from providing real estate services outside a Protected Territory, including no restrictions on your right to use other channels of distribution, such as the internet, telemarketing or direct marketing, to make sales outside the

Protected Territory. EXIT, EXIT NY METRO and other EXIT Realty Franchisees reserve the right to use other channels of distribution, including the internet, within the Protected Territory, using pEXIT's principal trademarks or using different trademarks. Your exclusivity within the Protected Territory relates only to your operation of an EXIT office within the Protected Territory. The Franchise Agreement provides that EXIT NY METRO may not establish either a company-owned or franchised outlet, in the Protected Territory, selling the same goods or similar goods or services under the same or similar trademarks or service marks during the term of the Franchise Agreement, unless you are in default under the terms of the Franchise Agreement. Your exclusive rights to a Protected Territory may be terminated or modified by EXIT NY METRO if you fail to comply with the terms and conditions of the Franchise Agreement. In addition, the exclusive area rights will terminate, and you will be in default under your Franchise Agreement, if you fail to attain and retain the prescribed number of Sales Representatives within the designated period of time. There are no other circumstances that permit EXIT NY METRO to modify your territorial rights. The number of Sales Representatives to be maintained is based on the active Realtor® population in the geographic territory that includes the Protected Territory and based upon market conditions and area competition. There is no formula to determine the minimum number of Sales Representatives to be maintained in a Protected Territory. Once the location of the Protected Territory is determined and EXIT NY METRO analyzes the active Realtor® population, market conditions and area competition in and around the Protected Territory, the minimum number of Sales Representatives is determined by EXIT NY METRO and provided to you not less than 7 calendar days prior to your execution of the Franchise Agreement. See Section 9.8 of the Franchise Agreement. Typical requirements for minimum number of Sales Representatives are as follows:

Territory Size	Typical Minimum # of Sales Representatives After 1st Year	Typical Minimum # of Sales Representatives After 2nd Year	Typical Minimum # of Sales Representatives After 3rd Year and Thereafter
Low Density Territory	6	12	20
High Density Territory	12	24	36

You may not relocate the franchise sales office, without the prior written consent of EXIT NY METRO. Consent by EXIT NY METRO for relocation of the franchise sales office is dependent upon the same factors as the location of the initial office, including competition and market analysis, proximity to other real estate offices and other potential sources of customers, building suitability, traffic and transportation, the nature and extent of adjacent businesses and the competitive advantages of a particular market. With EXIT NY METRO's prior consent, you may establish another office within the Protected Territory. You are not charged another franchise fee for multiple offices within the Protected Territory. You do not receive the right to acquire additional franchises outside of your Protected Territory, unless you sign another Franchise Agreement with EXIT NY METRO. Neither EXIT NY METRO, nor EXIT, nor any of their Affiliates operate or plan to operate or franchise businesses under a different trademark that will sell goods or services that are the same or similar to those that you, as an EXIT Franchisee, will sell.

ITEM 13
TRADEMARKS

EXIT NY METRO grants you the right to operate a real estate sales office under the "EXIT" or "EXIT Realty" trademarks, only in the manner authorized and permitted in the Franchise Agreement. By "trademark," EXIT NY METRO means trade names, trademarks, service marks, logos, and commercial symbols owned by EXIT and used to identify the franchised real estate sales offices. EXIT reserves the right to change or modify or discontinue any of the trademarks.

The trademarks, registered on the Principal Register of the United States Patent and Trademark Office, are as follows:

TRADEMARK	REGISTRATION OR APPLICATION DATE	REGISTRATION OR SERIAL NUMBER
"EXIT"	06/16/1998 (Renewed 6/24/08)	2,165,469
"EXIT and Design"	07/20/2004	2,864,355
"EXIT and Design with Color"	07/06/2004	2,859,563
"EXIT e-listings"	12/26/2017	5,362,252
"I'M SOLD" (Principal Register)	02/16/2010	3,748,045
"Your Home, Next EXIT"	03/26/2013	4,309,485
"LOVEXIT"	04/01/2014	4,503,914
"Teal is the New Green"	04/01/2014	4,503,913
"Heart and Home with EXIT Realty"	09/08/2020	6,148,575
"Prompter"	01/23/2018	5,383,884
"Think Smart. Think EXIT"	04/03/2018	5,436,237
"Expert Marketing Suite"	07/17/2018	5,517,682

There is no currently effective material determination of the United States Patent and Trademark Office or the Trademark Trial and Appeal board, or the trademark administrator of any state or court, any pending infringement, opposition, or cancellation proceeding, and no pending material litigation involving EXIT's principal trademarks. EXIT has filed all required affidavits for maintenance of the trademark registrations. There are no agreements that limit EXIT's right to use or license others to use EXIT's trademarks. If EXIT NY METRO's subfranchise rights are terminated, your right to use EXIT's trademarks shall continue.

You must use EXIT's trademarks only in the manner set forth in the Franchise Agreement and Training Manual, and as specified periodically by EXIT. You may not use any of the trademarks as part of a corporate name.

You must notify EXIT NY METRO immediately when you learn about an infringement of or challenge to your use of EXIT's trademarks. EXIT NY METRO will take the action we think is appropriate. EXIT has the sole right to manage and resolve disputes with third parties concerning the trademarks. EXIT will defend you against any claim opposing your use of the trademarks. You may tender the defense of any trademark action to EXIT and EXIT NY METRO, and EXIT will defend you in the action, at our cost, but only if you send the lawsuit to EXIT within seven (7) days after you receive it. You may hire your own attorney to defend you in this action, but then you must pay all your own legal expenses. You may not contest EXIT's rights to its trademarks, trade secrets, or proprietary and distinctive system.

EXIT shall have the sole authority to add to, delete or modify the trademarks from time to time. You must modify or discontinue a trademark, at your own expense, if EXIT NY METRO notifies you to discontinue or modify your use of a trademark. You must comply within a reasonable time,

if we notify you to discontinue or modify your use of any trademark. EXIT NY METRO will have no liability or obligation as to your modification or discontinuance of any mark.

EXIT NY METRO knows of no infringing or prior uses that could materially affect your use of EXIT's trademarks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

EXIT NY METRO does not own or grant you the right to use any item governed by a patent but does permit you to use Proprietary Information in the Training Manuals, and copyrighted material owned by EXIT while you are a Franchisee. See ITEM 11 of this Disclosure Document. Although EXIT does not own federally determined rights in copyright materials and has not filed an Application for Copyright Registration for the Training Manuals, the information in the Training Manuals is proprietary, and EXIT claims a copyright to the entire Training Manuals and in various advertising and sales promotion materials used in connection with the EXIT System. You may not copy any of EXIT's confidential information or give it to a third party, except as EXIT authorizes. You must also promptly tell us when you learn about unauthorized use of this Proprietary Information. EXIT NY METRO is not obligated to take any action but will respond to this information as we think appropriate. EXIT has the right to control any litigation involving Proprietary Information. EXIT or EXIT NY METRO will defend you for claims by a third party concerning your use of this Proprietary Information.

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

As a Franchisee, you, or if you are an entity, an officer, member, director, partner or other person named as the real estate broker of record, must devote full time and best efforts to the Franchise business. Your business must be directly supervised "on premises" by a manager who has successfully completed EXIT's training programs. The on-premises manager cannot have an interest or business relationship with any of EXIT's competitors. The manager need not have an ownership interest in your corporate or partnership Franchise. The manager must sign a written agreement to maintain confidentiality of the proprietary information described in ITEM 14 and to conform with the covenants not to compete described in ITEM 17 of this Disclosure Document.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Subject to your state and local laws, you, or your approved designee, must be a licensed real estate broker under the laws of the state within which your office will be located. You must use your office solely for the operation of an EXIT Franchise. You must not use or permit the use of the premises for any other purpose or activities, at any time, without first obtaining our written consent.

You have complete discretion as to the prices to be charged to customers for the offer and sale of any goods and services.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services which you may offer or sell or as to the customers to whom you may offer or sell.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise Term	5	The term of a Franchise Agreement is 5 years.
b. Renewal or extension of the Term	5	A Franchise Agreement may be renewed for subsequent 5-year periods.
c. Requirements for you to renew or extend	5	You must not be in breach of the Franchise Agreement, you must give notice at least 6 months prior to the expiration date, you must pay the Renewal Fee of 10% of the then current Initial Franchise Fee for your size Franchise territory (not to exceed 25% of the Initial Franchise fee paid) and you must execute a new Franchise Agreement. You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of the Protected Territory will remain the same.
d. Termination by you	15	You may terminate the Franchise Agreement, if EXIT NY METRO defaults, provided you give EXIT NY METRO 30 days to cure the default
e. Termination by EXIT NY METRO without cause	Not Applicable	EXIT NY METRO may terminate the Franchise Agreement only if you default.
f. Termination by EXIT NY METRO with cause	16	Cause means any breach of a material provision of the Franchise Agreement. Upon the occurrence of an event of default, you will have 10 days to cure a monetary default or abandonment default and 30 days to cure a non-monetary default. If you fail to cure the default, EXIT NY METRO may terminate and cancel the Agreement upon 30 days' prior written notice. [Your state may require longer notice and right to cure period.]
g. "Cause" defined – defaults which can be cured	16	See the applicable provisions in the Franchise Agreement, Cause, which is curable, is generally described as failure to pay any monetary obligation when due, failure to comply with any term of

		the Franchise Agreement, transfer of any interest in the Franchise Agreement without the prior written consent of EXIT NY METRO, breach of any other agreement between you and EXIT NY METRO, misuse of escrow or trust funds and loss of real estate license.
h. "Cause" defined – defaults which cannot be cured	16	Please see the applicable provisions in the Franchise Agreement. Termination after notice to you with no right to cure. (a) You do not open up an EXIT office and commence business operations within 120 days following the Effective Date; (b) You abandon your franchise office; (c) You fail to comply with the provisions of the Franchise Agreement 3 or more times, whether or not corrected after notice; (d) You or any of your equity holders, directors or officers are convicted of a felony or other crime that impairs the goodwill associated with EXIT; (e) You or any guarantor of the Franchise Agreement files bankruptcy, insolvency, receivership or dissolution; (f) You or any guarantor of the Franchise Agreement dies, becomes permanently disabled or dissolves; (g) misuse of escrow or trust funds.
i. Your obligations on termination/non-renewal	17, 21.2	Obligations include complete de-identification, payment of amounts due and compliance with the noncompetition covenants.
j. Assignment of contract by EXIT NY METRO	18	No restriction on EXIT NY METRO's right to assign.
k. "Transfer" by you – definition	18	Includes transfer of contract or assets, ownership change or change of control.
l. EXIT NY METRO's approval of transfer by Franchisee	18	EXIT NY METRO has the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for EXIT NY METRO approval of transfer	18	New Franchisee qualifies, transfer fee (10% of the then current initial franchise fee, not to exceed 25% of the Initial Franchise fee paid) paid, purchase agreement approved, training arranged, Assignment signed and current Franchise Agreement signed by new Franchisor or Franchisee (also see the non-competition section below).

n. EXIT NY METRO's right of first refusal to acquire your business	Not Applicable	
o. EXIT NY METRO's option to purchase your business	Not Applicable	
p. Your death or disability	16	Treated as a non-curable breach. See Section 18.4 for transferability provisions.
q. Non-competition covenants during the term of the Franchise	21	Subject to state law, no involvement in competing business without Subfranchisor's prior written consent.
r. Non-competition covenants after the Franchise is terminated or expires.	21	Subject to state law, no competing business similar to EXIT for 1 year within the area licensed by us from EXIT.
s. Modification of the Agreement	28	Fees are subject to change by Franchisor. The Manuals are subject to change.
t. Integration/merger clause	28	Only the terms of the Agreement are binding (subject to state law). Any other promises may not be enforceable. Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	25	Subject to state law, all disputes must be litigated in NASSAU COUNTY, NEW YORK.
v. Choice of forum	25	Subject to state law, all disputes must be litigated NASSAU COUNTY, NEW YORK.
w. Choice of law	25	Subject to state law, NEW YORK

The following states have statutes which may supersede the Agreements in your relationship with EXIT including the areas of termination and renewal of your Franchise and venue for disputes and governing law: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit. 6, Ch.25, Sections 2551, et seq.], HAWAII [Rev. Stat. Section 482], IDAHO [Code Ann. § 49-1614], ILLINOIS [Rev. Stat. Chapter 815 ILCS 705/1-44], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1 - 523H.17], MARYLAND [COMAR 02.02.08.16L], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], RHODE ISLAND [Section 19-28.1-15], NORTH DAKOTA [Stat. Section 51-19-09], SOUTH DAKOTA [Codified Laws Section 37-5B], TENNESSEE [Code Ann. § 47-25-1503], VIRGINIA [Code 13.1-557-574 - 13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the Agreements in your relationship with EXIT including the areas of termination and renewal of your Franchise, venue for disputes and governing laws.

The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under Federal Bankruptcy Law (11 USC Section 101 et seq.).

See the state modification provisions in the Franchise Agreement and Disclosure Document for special state disclosures.

ITEM 18
PUBLIC FIGURES

EXIT does not use any public figure to promote it.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a Franchisor to provide information about actual or potential financial performance of its franchised and/or Franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in ITEM 19 may be given only if: (1) a Franchisor provides the actual records of an existing outlet you are considering buying; or (2) a Franchisor supplements the information provided in this ITEM 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a Franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to EXIT NY METRO's management by contacting HECTOR CASTILLO at 6800 JERICHO TPKE. SUITE 120W, SYOSSET, NY 11791 or by phone 631-421-3948, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1A

SUBFRANCHISOR OUTLET SUMMARY – FRANCHISES
FOR YEARS 2019 TO 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
EXIT NY METRO	2019-	42	38	-4
	2020	38	36	-2
	2021	36	33	-3
Company Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets – Franchises	2019	42	38	-4
	2020	38	36	2

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2021	36	33	-3

TABLE 1B

SYSTEMWIDE OUTLET SUMMARY – FRANCHISES
FOR YEARS 2019 TO 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchises	2019	544	545	+1
	2020	545	550	+5
	2021	550	585	+35
EXIT NY METRO Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets – Franchises	2019	544	545	+1
	2020	545	550	+5
	2021	550	585	+35

TABLE 2A

TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN THE SUBFRANCHISOR) IN AREA
ENCOMPASSING SUBFRANCHISOR'S REGION
FOR YEARS 2019 TO 2021

	Year	Number of Transfers
EXIT NY METRO	2019-2021	3

TABLE 2B

TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN THE FRANCHISOR)
FOR YEARS 2019 TO 2021

State	Year	Number of Transfers
Alabama	2019	3
	2020	1

State	Year	Number of Transfers
	2021	1
Alaska	2019	0
	2020	0
	2021	0
Arizona	2019	1
	2020	0
	2021	0
Arkansas	2019	0
	2020	0
	2021	0
California	2019	0
	2020	1
	2021	0
Colorado	2019	0
	2020	0
	2021	0
Connecticut	2019	0
	2020	0
	2021	0
Delaware	2019	0
	2020	0
	2021	0
District of Columbia	2019	0
	2020	0
	2021	0
Florida	2019	4
	2020	3
	2021	0

State	Year	Number of Transfers
Georgia	2019	0
	2020	0
	2021	1
Hawaii	2019	0
	2020	0
	2021	0
Idaho	2019	1
	2020	0
	2021	0
Illinois	2019	0
	2020	0
	2021	0
Indiana	2019	1
	2020	0
	2021	0
Iowa	2019	0
	2020	4
	2021	0
Kansas	2019	0
	2020	0
	2021	0
Kentucky	2019	3
	2020	0
	2021	2
Louisiana	2019	0
	2020	1
	2021	2
Maine	2019	0
	2020	0
	2021	0
Maryland	2019	2
	2020	2
	2021	1

State	Year	Number of Transfers
Massachusetts	2019	0
	2020	0
	2021	0
Michigan	2019	0
	2020	0
	2021	0
Minnesota	2019	0
	2020	2
	2021	0
Mississippi	2019	2
	2020	1
	2021	1
Missouri	2019	1
	2020	0
	2021	0
Montana	2019	0
	2020	0
	2021	0
Nevada	2019	0
	2020	0
	2021	0
New Hampshire	2019	0
	2020	1
	2021	0
New Jersey	2019	1
	2020	1
	2021	0
New Mexico	2019	0
	2020	0
	2021	0
New York	2019	0
	2020	0
	2021	2

State	Year	Number of Transfers
North Carolina	2019	1
	2020	0
	2021	1
Ohio	2019	1
	2020	0
	2021	0
Oklahoma	2019	0
	2020	0
	2021	0
Oregon	2019	0
	2020	0
	2021	1
Pennsylvania	2019	0
	2020	1
	2021	0
Rhode Island	2019	0
	2020	0
	2021	0
South Carolina	2019	1
	2020	0
	2021	0
South Dakota	2019	0
	2020	0
	2021	0
Tennessee	2019	2
	2020	1
	2021	1
Texas	2019	1
	2020	3
	2021	1
Utah	2019	0
	2020	0
	2021	1

State	Year	Number of Transfers
Vermont	2019	0
	2020	0
	2021	0
Virginia	2019	1
	2020	2
	2021	0
Washington	2019	0
	2020	0
	2021	0
Wisconsin	2019	1
	2020	0
	2021	3
Alberta	2019	0
	2020	0
	2021	0
British Columbia	2019	0
	2020	0
	2021	0
Manitoba	2019	0
	2020	0
	2021	0
New Brunswick	2019	0
	2020	0
	2021	0
Newfoundland	2019	0
	2020	0
	2021	0
Nova Scotia	2019	0
	2020	0
	2021	0
Ontario	2019	0
	2020	1
	2021	0

State	Year	Number of Transfers
Prince Edward Island	2019	0
	2020	0
	2021	0
Quebec	2019	0
	2020	0
	2021	0
TOTALS	2019	27
	2020	25
	2021	18

TABLE 3A

STATUS OF FRANCHISE OUTLETS FOR YEARS 2019 TO 2021 – SUBFRANCHISOR

	Year	Outlets at Start of Year	Outlets Opened	Terminations	Nonrenewals	Reacquired by Subfranchisor	Ceased Operations – Other Reasons	Outlets at End of Year
EXIT NY METRO	2019	42	1	5	1	0	0	38
	2020	38	1	0	2	0	1	36
	2021	36	0	0	3	0	0	33

TABLE 3B

STATUS OF FRANCHISE OUTLETS FOR YEARS 2019 TO 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Nonrenewals	Reacquired by Subfranchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Alabama	2019	12	4	0	1	0	0	15
	2020	15	6	0	0	0	0	21
	2021	21	11	0	0	0	0	32
Alaska	2019	1	0	0	0	0	0	1
	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
Arizona	2019	7	0	0	1	0	1	5
	2020	5	1	0	0	1	0	5
	2021	5	0	0	0	0	0	5
Arkansas	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Nonrenewals	Reacquired by Subfranchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2021	0						0
California	2019	17			1	1		15
	2020	15				1		14
	2021	14						14
Colorado	2019	7	1					8
	2020	8	1		1	2		6
	2021	6	2					8
Connecticut	2019	3					1	2
	2020	2						2
	2021	2	2	1				3
Delaware	2019	2						2
	2020	2						2
	2021	2						2
District of Columbia	2019	1						1
	2020	1	1					2
	2021	2	1					3
Florida	2019	66	4	1	3	4		62
	2020	62	6		4	5		59
	2021	59	5	1	4			59
Georgia	2019	7	8			1		14
	2020	14	9	6		3		14
	2021	14	5	1				18
Hawaii	2019	1						1
	2020	1			1			0
	2021	0						0
Idaho	2019	0						0
	2020	0						0
	2021	0						0
Illinois	2019	6	1	1				6
	2020	6	4					10
	2021	10	3					13
Indiana	2019	2		1				1
	2020	1						1
	2021	1						1
Iowa	2019	16	3			2		17
	2020	17	2		2	1		16

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Nonrenewals	Reacquired by Subfranchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2021	16					1	15
Kansas	2019	0						0
	2020	0						0
	2021	0						0
Kentucky	2019	8	5			2		11
	2020	11	2			1		12
	2021	12	2			1		13
Louisiana	2019	4						4
	2020	4	1					5
	2021	5	1					6
Maine	2019	4					1	3
	2020	3	1	1				3
	2021	3						3
Maryland	2019	31			2			29
	2020	29	3	1	1			30
	2021	30	5					35
Massachusetts	2019	20	2			2		20
	2020	20				3		17
	2021	17				1		16
Michigan	2019	18	3		1	1		19
	2020	19	2		1			20
	2021	20				1		19
Minnesota	2019	15	1					16
	2020	16			1			15
	2021	15						15
Mississippi	2019	10	2					12
	2020	12	2	1	1			12
	2021	12	3					15
Missouri	2019	4						4
	2020	4						4
	2021	4						4
Montana	2019	4	1					5
	2020	5	1					6
	2021	6						6
Nebraska	2019	1						1
	2020	1						1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Nonrenewals	Reacquired by Subfranchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2021	1						1
Nevada	2019	1						1
	2020	1						1
	2021	1	2					3
New Hampshire	2019	6	1			1		6
	2020	6						6
	2021	6				2		4
New Jersey	2019	32	1					33
	2020	33	1	1	1			32
	2021	32		1			1	30
New Mexico	2019	2						2
	2020	2						2
	2021	2						2
New York	2019	50	2	6			1	45
	2020	45		1	2		1	42
	2021	42			3			39
North Carolina	2019	12	1		3			10
	2020	10		1		2		7
	2021	7	7	1	1			12
North Dakota	2019	1						1
	2020	1						1
	2021	1						1
Ohio	2019	6	1		1			6
	2020	6				1		5
	2021	5						5
Oklahoma	2019	2	1					3
	2020	3	1					4
	2021	4						4
Oregon	2019	1						1
	2020	1						1
	2021	1						1
Pennsylvania	2019	5		1				4
	2020	4					1	3
	2021	3	1					4
Rhode Island	2019	2		1				1
	2020	1	1			1		1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Nonrenewals	Reacquired by Subfranchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2021	1						1
South Carolina	2019	9	1			1		9
	2020	9						9
	2021	9			1	1		7
South Dakota	2019	7						7
	2020	7	1					8
	2021	8						8
Tennessee	2019	48	13	1	1	10		49
	2020	49	13	5		5		52
	2021	52	6	1		5		52
Texas	2019	20	1		2			19
	2020	19	3					22
	2021	22	1					23
Utah	2019	8	1			1		8
	2020	8						8
	2021	8						8
Vermont	2019	0						0
	2020	0						0
	2021	0						0
Virginia	2019	17			1			16
	2020	16			1			15
	2021	15	3		1	1		16
Washington	2019	2	1					3
	2020	3						3
	2021	3						3
West Virginia	2019	3						3
	2020	3						3
	2021	3						3
Wisconsin	2019	10	2					12
	2020	12	1					13
	2021	13	1					14
Wyoming	2019	0						0
	2020	0						0
	2021							0
Alberta	2019	1						1
	2020	1						1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Nonrenewals	Reacquired by Subfranchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2021	1	1					2
British Columbia	2019	0						0
	2020	0						0
	2021	0						0
Manitoba	2019	0						0
	2020	0						0
	2021	0						0
New Brunswick	2019	5	1					6
	2020	6						6
	2021	6	1					7
Newfoundland	2019	3			1	1		1
	2020	1						1
	2021	1						1
Nova Scotia	2019	6						6
	2020	6						6
	2021	6						6
Ontario	2019	17	1			1		17
	2020	17	3					20
	2021	20	3			1		22
Prince Edward Island	2019	1						1
	2020	1						1
	2021	1						1
Quebec	2019	0						0
	2020	0						0
	2021	0						0
Saskatchewan	2019	0						0
	2020	0						0
	2021	0						0
TOTALS	2019	544	63	12	18	28	4	545
	2020	545	66	17	16	26	2	550
	2021	550	66	6	10	13	2	585

TABLE 4A

STATUS OF COMPANY OWNED OUTLETS – FRANCHISES FOR YEARS 2019 TO 2021 – SUBFRANCHISOR

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets sold to Franchisees	Outlets at End of Year
NEW YORK	2019-2021	0	0	0	0	0	0

TABLE 4B

STATUS OF COMPANY OWNED OUTLETS – FRANCHISES FOR YEARS 2019 TO 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets sold to Franchisees	Outlets at End of Year
None	2019-2021	0	0	0	0	0	0

TABLE 5A

PROJECTED OPENINGS OF FRANCHISES AS OF DECEMBER 31, 2021 – SUBFRANCHISOR

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in Next Fiscal Year	Projected New Company Owned Outlets in Next Fiscal Year
NEW YORK	0	8	0
Total	0	8	0

TABLE 5B

PROJECTED OPENINGS OF FRANCHISES AS OF DECEMBER 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in Next Fiscal Year	Projected New Company Owned Outlets in Next Fiscal Year
Alabama	0	6	0
Alaska	0	0	0
Arkansas	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in Next Fiscal Year	Projected New Company Owned Outlets in Next Fiscal Year
Arizona	0	4	0
California	0	6	0
Colorado	1	8	0
Connecticut	0	4	0
District of Columbia	0	0	0
Delaware	0	1	0
Florida	8	10	0
Georgia	6	10	0
Hawaii	0	0	0
Idaho	0	1	0
Illinois	0	6	0
Indiana	0	2	0
Iowa	1	2	0
Kansas	0	1	0
Kentucky	6	5	0
Louisiana	0	4	0
Maine	0	1	0
Maryland	0	1	0
Massachusetts	3	3	0
Michigan	0	6	0
Minnesota	1	4	0
Mississippi	0	6	0
Missouri	0	1	0
Montana	0	3	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	1	15	0
New Mexico	0	3	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in Next Fiscal Year	Projected New Company Owned Outlets in Next Fiscal Year
New York	0	9	0
North Carolina	1	4	0
North Dakota	0	1	0
Ohio	0	1	0
Oklahoma	0	1	0
Oregon	0	2	0
Pennsylvania	0	2	0
Rhode Island	0	2	0
South Carolina	0	4	0
South Dakota	0	1	0
Tennessee	4	10	0
Texas	0	5	0
Utah	0	2	0
Virginia	1	15	0
Vermont	0	1	0
Washington	0	1	0
West Virginia	0	1	0
Wisconsin	1	5	0
Wyoming	0	0	0
TOTALS	**34**	**183**	**0**

Exhibit D lists the names of all current U.S. and Canadian Franchise Offices, and the addresses and telephone numbers of their outlets as of December 31, 2021. Exhibit D – 1 lists the names of all Franchisees who have signed a Franchise Agreement but did not have an open outlet as of December 31, 2021.

Exhibit E lists the closed U.S. and Canadian Franchise Offices, who had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Subfranchise Agreement or Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. Exhibit E – 1 lists the names of all Franchisees who transferred their franchise to a new owner during the calendar year 2021.

If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the EXIT System. In some instances, current and former Franchisees sign provisions restricting their ability to speak openly about their experience with EXIT. You may wish to speak

with current and former Franchisees but be aware that not all such Franchisees will be able to communicate with you.

There are no Franchisee associations within the EXIT System, and none has been requested to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit F are EXIT NY METRO's audited financial statements for the years ending December 31, 2019, December 31, 2020, and December 31, 2021. Also attached as part of Exhibit F are EXIT's audited financial statements for the fiscal years ending December 31, 2019, December 31, 2020, and December 31, 2021.

ITEM 22
CONTRACTS

Attached to this Disclosure Document is a copy of the Agreements related to this Franchise Offering, including the form Request for Consideration (Exhibit A-1) and Franchise Agreement (Exhibit A-2), Sales Representative Agreement (Exhibit A-3) and Guaranty (Schedule 4 of the Franchise Agreement).

ITEM 23
RECEIPT

THE RECEIPT IS A SEPARATE DOCUMENT ATTACHED AS EXHIBIT G (2 COPIES) OF THIS DISCLOSURE DOCUMENT ACKNOWLEDGING RECEIPT OF THE DISCLOSURE DOCUMENT BY YOU.

EXHIBIT A-1
REQUEST FOR CONSIDERATION

EXIT REALTY [INSERT REGION NAME]

REQUEST FOR CONSIDERATION

EXIT REALTY NEW YORK METRO

6800 Jericho Turnpike, Suite 120W, Syosset, NY 11791

_____
Initials

EXIT REALTY NEW YORK METRO

To determine mutual compatibility and financial responsibility, we ask you to fill out this form for careful evaluation by our management team. **We require a copy of a government issued photo ID such as your driver's license**. The information supplied by you will be held in the strictest confidence. The submission of this form does not constitute an agreement by either party and is purely for informational purposes.

Personal Information (Please Print Clearly) *Date:* _____

Name:		
Home Address:		
City:	State:	Zip Code:
Primary Phone:	Alternate Phone 1:	Alternate Phone 2:
Date of Birth:	Marital Status:	Number of Dependents:
Do you own your home? ☐ I own ☐ I Rent		Years at present address:
Education (Highest Level Achieved):		

Spousal Information

Name:	Employer:	Job Title:

List Three Professional References

	Name	Address	Occupation	Telephone Number
1.				
2.				
3.				

Employment During the last 10 years (List present job first)

	Employer	Location (City, State.)	Job Title	Employment Dates
1.				
2.				
3.				
4.				
5.				

Financial Information of Applicant

I make the following statement of all my assets and liabilities as of the _____ day of _____, 20__.

ASSETS		LIABILITIES & NET WORTH	
Cash	$	Personal Loans (including credit card balance)	$
Investments	$	Mortgages Payable on Real Estate	$
Real Estate (Itemized Below)	$	Outstanding automobile loan(s)	$
Automobile(s) Registered in Own Name	$	Accounts Payable	$
Other Assets (Itemized)	$	Other Liabilities (Itemized)	$
	$		$
	$		**$**
Total Assets	**$**	**Total Liabilities**	**$**
		NET WORTH (Assets Less Liabilities)	**$**

SOURCE OF INCOME - ANNUAL	
Real Estate Income	$
Non-Real Estate Salary	$
Bonus & Commissions	$
Investment Income	$
Other Income (Itemized)	$
	$
	$
	$
Total	**$**

Type (Home, Multi-Family Dwelling, Commercial, Land)	**Address**	**Mortgages or Liens** (Amount Owing)	**Loan / Mortgage** (Monthly payments)	**Rent Received** (Monthly)	**Present Market Value**

Have you ever filed for Bankruptcy or Assignment for benefit of creditors? If so explain.

_____
_____
_____
_____

General Information

If you were to obtain an EXIT Franchise, the source of the capital invested will be:

Savings: $	If Borrowed, Funds will come from:
Equity in Homes: $	Personal Source ☐
Borrowed: $	Lending Institution ☐

Do you currently have a source of financing?

Will you have an equity partner? If Yes, Provide Name	Will He / She be active?
Will your spouse be active in the business?	If so, in what capacity in the business?
Do you presently have a Real Estate Broker's License?	For What Duration of Time?

Have you owned or managed a Real Estate Brokerage or any other business previously?

If so, Where & When?	If no longer, why not?

Describe any skills or specific training you possess that would apply to managing your own EXIT Franchise.

When would you like to open your EXIT Franchise?

Additional Information that you feel may be pertinent

Community Involvement

I authorize EXIT Realty New York Metro or its designee to utilize the information provided herein to procure a credit check, investigative consumer report, general background search, criminal background check, and/or an investigation in accordance with anti-terrorism laws. I understand that these investigations may reveal information about my background, character, general reputation, lifestyle, mode of living, finances, association with other persons or entities, creditworthiness, litigation history, criminal history, driving record, educational history, job history, and job performance. I understand that, upon written request and within a reasonable period of time, I am entitled to information concerning the nature and scope of these investigations and what they reveal. I agree that a copy of this authorization is as valid as, and shall be treated as, an original. I acknowledge that EXIT Realty New York Metro has made no assurance nor representation that I will be granted a franchise opportunity, and I waive, release, and discharge EXIT Realty New York Metro from any claims or actions, known or unknown, whatsoever existing prior to the date of this application, except those arising from representations in EXIT Realty New York Metro franchise disclosure document and exhibits and amendments thereto. I declare that the information I have provided herein is true, accurate, and complete, and I understand that EXIT Realty New York Metro will rely on the information provided by me.

_____
Initials

Signature of Applicant	Date
Applicant Print Name	Date
Witness	Date
Witness Print Name	Date

EXHIBIT A-2
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

between

JOSVLA INC. D/B/A EXIT REALTY NEW YORK METRO

(SUBFRANCHISOR)

and

(FRANCHISEE)

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SCHEDULE 5 ASSOCIATE PROFILE

FRANCHISE AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 20__, by and between Josvla Inc., doing business as EXIT Realty New York Metro ("Subfranchisor") and [insert name of entity or individual purchasing the franchise – same name as the cover page], ("Franchisee") whose address is _____ _____.

RECITALS

EXIT Realty Corp. International ("Franchisor" or "EXIT") owns the rights to a business format franchise system ("System") for providing high quality real estate service to the general public, has devised policies and techniques for the operation of the System, and has promoted the System and the name "EXIT" for the advantage of EXIT, its Subfranchisors, and Franchisees (collectively "Affiliates"). The distinguishing characteristics of the System and of the real estate service provided, some of which constitute trade secrets, include, but are not limited to the following:

1. Common use and promotion of the EXIT service marks and a color scheme associated with the real estate service; and

2. Distinctive sales materials associated with the real estate service; and

3. Distinctive promotional materials used by EXIT and/or its Affiliates as part of the System; and

4. Supplies and other materials used in the offices of EXIT and/or its Affiliates as part of the System; and

5. Centralized advertising and referral services; and

6. Procedures for operations of offices under the System, publicity and record keeping; and

7. A standardized uniform system for operation of a real estate service office in accordance with EXIT's standards for quality, value, efficiency, and courtesy; and

8. Distinctive remuneration plan for the sales representatives as more fully described in the "EXIT Formula" attached to this Agreement as Schedule 2.

EXIT has granted Subfranchisor the exclusive right to license the System and to enter into Franchise Agreements for specific geographic areas.

Franchisee is or will become a licensed real estate broker with EXIT and has been furnished all desired information regarding EXIT and its System.

Franchisee desires to be franchised to use the System in its real estate brokerage business and to become an Affiliate of EXIT in an international network of such businesses under the terms and conditions contained in this Agreement.

All parties acknowledge the importance of continuing goodwill toward the System, maintaining distinctive and high quality real estate services, and performing this Agreement according to its terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, Subfranchisor and Franchisee agree as follows:

1. FRANCHISEE INFORMATION

Franchisee certifies the accuracy of the information contained in Schedule 1 as of the date of this Agreement and agrees to immediately notify Subfranchisor of any changes in the information through the term of this Agreement.

2. GRANT OF FRANCHISE

2.1. Grant of Franchise.

Subfranchisor grants to Franchisee, and Franchisee accepts, the right to use the federally registered service mark "EXIT" and such other Proprietary Marks (as defined in Section 43 of this Agreement) as Subfranchisor may designate from time to time for the purpose of operating a real estate brokerage/real estate service office within the specific geographic area (the "Protected Territory") outlined in the Description of Protected Territory (Schedule 3 of this Agreement) during the term of this Agreement, upon the terms and conditions of this Agreement and in accordance with guidelines established by Subfranchisor and EXIT (the "Franchise"). This grant is conditioned upon (i) Franchisee obtaining and maintaining a valid real estate broker's license in the state containing the Protected Territory to enable Franchisee to perform the full range of real estate services to be provided under the System, (ii) Franchisee not defaulting under this Agreement, and (iii) this Agreement not being terminated, canceled or abandoned.

2.2. Exclusivity

(A) So long as Franchisee is not in breach of this Agreement, neither Subfranchisor nor EXIT shall establish another real estate service Franchise or EXIT owned real estate service office within the Protected Territory using the Proprietary Marks.

(B) In the Event of Default (which is not timely cured), then this Agreement shall automatically become non-exclusive and Subfranchisor, in addition to all of its other rights and remedies set forth in this Agreement, will have the right to own, operate, or sell franchises within the Protected Territory.

2.3. Conditions to Exclusivity

(A) Franchisee is not prohibited from listing and selling property or representing clients outside the Protected Territory. Subject to any restrictions or limitations placed upon it by State licensing authorities, Franchisee is free to deal with property and/or representation of clients at any location within the state. Likewise, other EXIT franchisees may list and sell property or represent clients domiciled in the Protected Territory.

(B) In order to maintain the protected status of the Protected Territory, Franchisee must comply with all of the terms of this Agreement and, in particular, must comply with the provisions of this Agreement regarding maintenance of a specified minimum number of affiliated associate brokers and sales representatives, all of whom must at all times possess either a valid real estate broker's or sales representative's license for the state where the Protected Territory is located (collectively "Sales Representatives" or "Associate Brokers").

2.4. Single Franchise

Franchisee has no option, right of first refusal, or similar right to acquire an EXIT franchise for any other location absent a written agreement with Subfranchisor.

2.5. Franchisee Business

Franchisee shall not directly or indirectly engage in any business or otherwise use the Proprietary Marks or any part of the System for any purpose or in any manner not contemplated in this Agreement, without the prior written consent of Subfranchisor and Franchisor. If Franchisee desires to offer any services other than those services that

are part of the System (e.g., property management services), such services may be offered through a separate legal entity but shall not be offered through Franchisee.

3. INITIAL OFFICE; RELOCATION

3.1. Initial Office

(A) Franchisee shall cause a Franchise office to be opened and operating within the Protected Territory within a period not to exceed one hundred and twenty (120) calendar days from the date of this Agreement. Franchisee shall select a desired location for its Franchise office or any branch office within its Protected Territory and shall submit the location to Subfranchisor for approval, which approval shall not be unreasonably withheld. Subfranchisor will notify Franchisee of its approval or disapproval within thirty (30) days of its receipt of the request for approval. Franchisee may not proceed to open and operate a Franchise office, unless Subfranchisor has consented to the site. Franchisee is responsible for complying with all local ordinances and is responsible for obtaining all building permits and any other required permits. Franchisee must obtain and install all required equipment, signs, fixtures and supplies to furnish its office. The Franchise granted to you under this Agreement may not be used, directly or indirectly, at any location other than the location approved pursuant to this Section.

(B) The Franchise office shall contain a minimum of between seven hundred and fifty (750) square feet to two thousand square feet (2,000) (leased or purchased), determined based on the size of the Protected Territory and shall be equipped with furniture, administrator, phones, and office equipment including computer, specific software and fax machine necessary to conduct the Franchise in accordance with the System. If Franchisee has not selected an office site, if Franchisee and Subfranchisor cannot agree on a site, or if Franchisee has not opened its office within one hundred twenty (120) days after it signed a Franchise Agreement, Subfranchisor may declare this Franchise Agreement null and void, without the return of any Initial Franchise Fee or other amounts paid to Subfranchisor or Franchisor.

(C) All costs associated with the acquisition, leasing and operation of the Franchise office shall be the sole responsibility of Franchisee.

3.2. Approval Needed for Relocation

(A) Franchisee may, at its sole cost and expense and upon written approval of Subfranchisor, which approval shall not be unreasonably withheld, relocate its Franchise office, provided the new office is located within the Protected Territory and meets the minimum square footage and other requirements set forth in Section 3.1 above.

(B) Franchisee may not open a second location or branch office within the Protected Territory without prior written approval of Subfranchisor. A second location or branch office will be subject to all of the terms, fees, and royalties set forth in this Franchise Agreement.

4. COMPLIANCE DATE

The operation of the Franchise by Franchisee shall begin and Franchisee's office shall open no later than the "Compliance Date" of this Agreement. The Compliance Date of this Agreement is the _____ day of _____, 20___. The Compliance Date must be within, and cannot exceed one hundred and twenty (120) days of the date of this Agreement.

5. TERM; RENEWAL

5.1. Initial Term

The term of this Agreement shall commence on the Compliance Date and, unless sooner terminated as provided in this Agreement, shall expire five (5) years after the Compliance Date (the "Expiration Date").

5.2. Renewal Terms

Franchisee shall have the option to renew this Agreement for subsequent five (5) year terms (each referred to as a "Renewal Term"), provided that Franchisee has complied with the following conditions:

(A) During the term of this Agreement, Franchisee has complied with all of the material terms and conditions of this Agreement and has complied with EXIT's operating and performance standards and procedures; and

(B) Franchisee has given Subfranchisor written notice at least six (6) months prior to the end of the term of this Agreement of its intention to renew this Agreement; and

(C) Franchisee, on or before the first (1st) day of the Renewal Term, executes the then-current standard Franchise Agreement being offered to new Franchisees by the Subfranchisor; and

(D) All monetary obligations owed by Franchisee to EXIT and Subfranchisor have been timely paid or satisfied prior to the end of the term of this Agreement, and have been timely paid throughout the term of this Agreement; and

(E) Franchisee shall pay to Subfranchisor, on or before the first day of the Renewal Term, a Renewal Fee of ten percent (10%) of the then current Initial Franchise Fee (not to exceed 25% of the Initial Franchise fee paid); and

(F) On or before the first (1st) day of the Renewal Term, Franchisee attends the training programs provided by Subfranchisor and EXIT for renewing franchisees.

6. INITIAL FEE

Upon the execution of this Agreement, Franchisee shall pay Subfranchisor, by cashier's check or wire transfer, an initial fee in the amount of _____ (hereinafter "Initial Fee"). The Initial Fee shall be fully earned by Subfranchisor upon the execution of this Agreement, and no portion of the Initial Fee shall be refundable. The grant of this franchise and the payment of the Initial Fee provide Franchisee no rights regarding such other licenses, franchises or additions to the Protected Territory. No rights or privileges under this Agreement shall exist until the Initial Fee is paid.

7. CONTINUING FEES

7.1. EXIT Formula.

In addition to the Initial Fee, Franchisee, during the term of this Agreement and any extensions or renewal terms, shall pay Continuing Fees in accordance with the EXIT Formula (as incorporated in Section 19), which amounts shall be collected and paid to Subfranchisor or EXIT according to the EXIT Formula and as directed by Subfranchisor or EXIT, according to the Subfranchise Agreement between them. Continuing Fees shall be paid by electronic bank transfer or by such means as Subfranchisor and EXIT may direct.

7.2. Interest, Late Charges and Overdue Amounts

Franchisee shall pay Subfranchisor and EXIT, as applicable, interest at the annual rate equal to the Prime Rate published from time to time in the Money Rates section of the Wall Street Journal plus five percent (5%), on all amounts due under this Agreement that are more than thirty (30) days late. Franchisee shall also pay Subfranchisor

and EXIT, as applicable, a late fee of five percent (5%) of the amount of the late payment, if a payment is late. In addition to the foregoing, Franchisee shall pay to EXIT Twenty-Five Dollars ($25.00) for each of Franchisee's checks which, for any reason, is returned or not honored by Franchisee's bank, for direct and indirect costs incurred by EXIT in connection with such returned checks. For any electronic ACH failures, a $25 fee will apply.

7.3. When Fees Earned.

All revenues received by Franchisee shall not be deemed earned by Franchisee or treated as Franchisee's property until Franchisee shall have paid to Subfranchisor all monies owing to Subfranchisor. Franchisee is and shall be liable to Subfranchisor for all monies received by Franchisee for the benefit of Subfranchisor.

7.4. Set-Off

Subfranchisor and Franchisor shall have a right to set off all sums due from Franchisee against all amounts due to Franchisee.

7.5. Documentation

All payments to Subfranchisor shall be accompanied by documentation demonstrating how the amount of payment was determined.

7.6. Advertising and Other Funds

From the fees generated from each sale or lease transaction, a portion of the fee is paid to EXIT to be deposited in various separate funds administered by EXIT or its affiliate. Currently deposits are made into the following funds: United States Charitable Fund, United States Creative Fund, United States Promotional Fund, Regional Development Fund and Administrative Fund. None of the funds are audited. The Charitable Fund is administered by EXIT and is used by EXIT to make donations to a United States charity or charities selected by EXIT. The United States Creative Fund is administered by EXIT and used to create concepts and programming used for national and local advertising of EXIT. EXIT uses the Fund to pay its employees and subcontractors for the advertising services that it provides. The United States Promotional Fund is administered by EXIT and used for advertising and promotion within the EXIT System. All deposits to and expenditures from the foregoing described funds are within the sole discretion of EXIT. EXIT is not required to spend any amount on advertising or promotion in any particular area or region. The Regional Development Fund is administered by EXIT and used to purchase advertising services within the region in which the Regional Development Fees are generated. The Administrative Fund is administered by EXIT. EXIT distributes the Administrative Fund proceeds to Franchise's Administrators for the sole and exclusive purpose of paying an annual bonus to the support staff employed by the Franchise. Franchisees and Brokers of Record are not eligible to receive the support staff bonus from the Administrative Fund. If an office does not have administrative staff, or if the office does not complete and submit the Administrative Bonus information to EXIT by April 30th each year, the Administrative Fund proceeds allocated for the office will be applied to the United States Charitable Fund. The amount paid to the Franchise Administrators employed by the Franchisee is based upon the discretion of the Franchise and is uniform across the EXIT System. Neither EXIT nor its affiliates shall be considered a trustee or fiduciary with respect to any of the Funds, and no such fiduciary or trust relationship is created hereby.

8. PROPRIETARY MARKS

8.1. Grant of Non-Exclusive License of Proprietary Marks to Franchisee

(A) Subfranchisor, having been granted the right to do so by EXIT, grants to Franchisee, and Franchisee accepts, a non-exclusive license to use the Proprietary Marks (as defined in Section 43), for the purpose of operating a Franchise pursuant to the terms and conditions of this Agreement, and for no other purpose. Subfranchisor and Franchisee expressly agree that ownership, right and title to the Proprietary Marks, regardless of source, are automatically vested in and shall remain solely and exclusively the property of EXIT, and are provided to Franchisee by Subfranchisor in confidence. Franchisee agrees to keep all of the Proprietary Marks in confidence, not infringe on EXIT's rights in the Proprietary Marks, not use them in any manner unless

expressly authorized by EXIT, and not disclose them without the prior written consent of Subfranchisor, except as provided in this Agreement. This license is contemporaneous and coterminous with this Agreement and is granted solely in the context of this Agreement. Franchisee shall only use the Proprietary Marks with the SM, TM or ® symbols and designations, as applicable.

(B) Franchisee understands and agrees that its license to use the Proprietary Marks is non-exclusive. EXIT in its sole discretion has the right to grant franchises or licenses to others and to license to others the right to use the Proprietary Marks in addition to those franchises and licenses already granted to other franchisees and subfranchisors. EXIT may develop and license other marks in conjunction with systems other than the EXIT System, on any terms and conditions EXIT deems advisable.

8.2. Substitution; Modification

EXIT reserves the right to modify the System or any part of the System at any time, if EXIT, in its sole discretion, determines that the modification will be beneficial to the System, and as changed, it shall remain the System referred to in this Agreement. Any improvements in the System that may be developed or proposed by Franchisee, its employees or agents ("Improvements") shall become the sole and exclusive property of EXIT, who shall have the right to adopt and perfect them without compensation to Franchisee. At EXIT's request, Franchisee, or its employees or agents shall assign any and all rights in Improvements to EXIT.

8.3. Tender of Defense

If Franchisee is named as a defendant or party in any action involving the Proprietary Marks or System and if Franchisee is named as a defendant or party solely because the plaintiff or claimant is alleging that Franchisee does not have the right to use the Proprietary Marks or System, then Franchisee shall tender the defense of the action to Subfranchisor and Subfranchisor or EXIT will defend Franchisee in the action provided Franchisee has tendered the action to Subfranchisor within seven (7) days after receiving service of the pleadings or the Summons and Complaint involving the action.

8.4. Adverse Claims to Proprietary Marks; Infringements

(A) Franchisee shall promptly notify Subfranchisor of any claim, demand, or suit based upon or arising out of any attempt by any other person, firm, or corporation to use the Proprietary Marks, or any colorable variation of the Proprietary Marks. Franchisee agrees also to promptly notify Subfranchisor of any litigation instituted by any person, firm corporation, or governmental agency against EXIT, Subfranchisor, or any franchisee, involving the Proprietary Marks.

(B) Franchisee shall promptly report all likely infringements of the Proprietary Marks to Subfranchisor and shall assist Subfranchisor or EXIT in resolving conflicts, without reimbursement or remuneration. Subfranchisor will investigate likely infringements and will undertake such efforts to protect the Proprietary Marks as it deems reasonable and appropriate. Subfranchisor, at its sole option, may undertake the prosecution of any such infringements and shall bear all costs of any such prosecution, except as otherwise provided in this Agreement.

(C) If Subfranchisor or EXIT undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees, without reimbursement or remuneration, to execute any and all documents and to do such acts and things as, in the opinion of legal counsel for Subfranchisor or EXIT, may be reasonably necessary for Franchisee to assist in such defense or prosecution.

(D) Franchisee shall make every effort to protect, maintain and advance the trade name, service mark, and the System, and shall report imitations and infringements upon them.

8.5. Goodwill

(A) Franchisee acknowledges EXIT's claim to the exclusive right, title and interest to the Proprietary Marks and acknowledges that any and all goodwill associated with and identified with the Proprietary Marks,

including any goodwill which may result from Franchisee's use of the Proprietary Marks, shall inure directly and exclusively to the benefit of EXIT. On the expiration or termination of this Agreement, no monetary value shall be assigned as attributable to or associated with Franchisee's activities as a Franchisee under the Proprietary Marks.

(B) Franchisee agrees not to make any disparaging remarks, comments or communications, whether oral or written, regarding Subfranchisor or EXIT, or any of their respective officers or directors.

8.6. Incontestability

Franchisee shall not directly or indirectly contest or aid in the contesting of the validity or ownership of any of the Proprietary Marks, or take any action which might affect or prejudice Subfranchisor's or EXIT's rights in or to the Proprietary Marks. The foregoing agreement shall survive the termination of this Agreement.

8.7. Uniform Policies

In order to develop and maintain high and uniform standards of quality and service, and thus protect the reputation and goodwill of EXIT and all those involved in the EXIT System, Franchisee covenants (i) to adopt and use for the purposes expressed in this Agreement, at its own cost and expense, any changes in the Proprietary Marks or Training Manuals as if they were part of the EXIT System at the time this Agreement was executed; and (ii) to obtain advance written approval from Subfranchisor for the total appearance of the trade name and logo incorporating Franchisee's name or other identifying words.

8.8. Training Manuals and EXIT System

(A) In order to protect the reputation, goodwill and uniform standards of operation of the EXIT System, Franchisee shall conduct its operations and business in accordance with the Training Manuals as may from time to time be updated or amended by EXIT. The then current Training Manuals will be provided to Franchisee as provided at Section 12.1 of this Agreement. The Training Manuals are on loan to Franchisee and shall remain the property of EXIT or Subfranchisor, as the case may be. The Table of Contents to the current Training Manuals was provided to Franchisee prior to the execution of this Agreement.

(B) All information in the Training Manuals shall be deemed confidential and is disclosed to Franchisee only in the context of this Agreement, including the confidentiality requirements set forth in Section 20 of this Agreement. Franchisee shall at all times treat the Training Manuals and any other manuals created or approved for or used in the operation of Franchisee's business, and the information contained therein as confidential, and shall use all reasonable efforts to maintain the manuals and information as secret and confidential. Franchisee shall not at any time copy, duplicate, record or otherwise reproduce any of these materials, in whole or in part, except as may be otherwise provided in the Training Manuals, and shall not make these materials available to any unauthorized person. Franchisee shall take all reasonable steps necessary to prevent the unauthorized disclosure of the confidential information, including requiring the execution of confidentiality statements by its Sales Representatives, employees, officers, directors, members and partners in such form as may be provided by EXIT or Subfranchisor.

(C) EXIT shall have the sole authority to change, add to, delete or modify the Proprietary Marks, Training Manuals or other parts of the EXIT System, and to do so from time to time. Franchisee shall, at its own expenses and within a reasonable time not to exceed sixty (60) days after receipt of written notice, adopt and use any such changes, additions, deletions or modifications to the Proprietary Marks, Training Manuals or other parts of the EXIT System. Franchisee shall at all times ensure that its copy of the Training and Operating Manuals are kept current and up to date. In the event of any dispute as to the content of any Manual, the master copy of the Manual maintained by EXIT shall control.

8.9. Approved Suppliers

The Training Manual establishes the standards by which EXIT or its affiliate has established Approved Suppliers, the types of products and services for which Approved Suppliers must be utilized, and the procedure by which Approved Suppliers may be added to the list of Approved Suppliers. Franchisee shall at all times comply with the procedures and requirements regarding Approved Suppliers.

9. OBLIGATIONS OF FRANCHISEE; QUALITY CONTROL

9.1. Licensing Requirements

Franchisee shall at all times hold a valid real estate broker's license and shall maintain good standing and comply with the codes of the local regulatory body that serves its Protected Territory. Further, Franchisee shall comply with all local, state, and federal laws, ordinances, rules and regulations, relating to Franchisee's business, and shall not engage in any activity or practice which results or could reasonably be anticipated to result in litigation or public criticism of Franchisee, EXIT, Subfranchisor, or their respective businesses.

9.2. Conduct of Business

(A) At all times, Franchisee shall maintain high ethical standards in the conduct of its real estate service, shall maintain its office in a clean and orderly manner, and shall provide efficient, courteous and high-quality real estate service to the public, of the same high quality and distinguishing characteristics as provided at Affiliates' offices, so that the real estate service operated under this Agreement will help to create and maintain goodwill among the public for the System on an international basis.

(B) Franchisee, or if Franchisee is an entity, an officer, member, director, partner or other person named as the real estate broker of record, shall devote substantially full time efforts to Franchisee's business to be pursued under this Agreement.

(C) Franchisee shall join and maintain active, full membership in the applicable Multiple Listing Services, associations of real estate brokers and Board of Realtors as is normal and customary for real estate brokers in the Protected Territory.

(D) Franchisee, or if Franchisee is an entity, all equity holders of the entity, shall become EXIT Associates and complete the EXIT Associate Profile, attached as Schedule 5 to this agreement. If Franchisee or any of its equity holders were "sponsored" into the EXIT System, prior to buying this Franchise, that Sponsorship will not change. If Franchisee or any of its equity holders were not sponsored into the EXIT System prior to purchasing this Franchise, those persons will be named as their own Sponsor. If a "self-sponsored" equity holder of the Franchisee terminates its equity holder relationship with the Franchisee, but stays in the EXIT System, the Sponsorship of that equity holder shall be transferred to the Subfranchisor.

9.3. Franchisee's Trade Name; Legal Name

(A) Franchisee shall conduct its business under the trade name that includes the word "EXIT" and either the words "Realty" or "Real Estate" (hereinafter "Trade Style name"). Franchisee shall obtain Subfranchisor's written approval of its Trade Style name, prior to making any commitments or records of such name. The word EXIT must be positioned at the beginning of the name and EXIT must always be in CAPS. In no event shall such name contain any arbitrary, whimsical, invented or suggestive words or acronyms. Franchisee will file for a certificate of fictitious or assumed name in the manner required by applicable state law so as to notify the public that Franchisee is operating its Franchise as an independent business pursuant to this Agreement. Franchisee shall have no right to use or register the Trade Style name apart from the right granted under this Agreement, and all such rights shall cease upon the termination or expiration of this Agreement.

(B) The Trade Style name is the name under which the Franchisee shall conduct business, and shall be different than Franchisee's legal entity name. Franchisee's legal name shall **not** include the name "EXIT."

(C) Franchisee may not change the Trade Style name or the legal name without prior written consent of Subfranchisor, which shall not be unreasonably withheld.

(D) If Franchisee decides to advertise, promote, or otherwise conduct business by means of the Internet or World Wide Web, Franchisee shall also utilize a domain name which includes the word "EXIT" and the EXIT Logo. Any such domain name must be approved by Subfranchisor in writing prior to Franchisee's use of it. All marketing shall be in accordance with the standards and guidelines provided in the Training Manuals.

(E) Neither the Trade Style name nor any domain name, application name or social media profile name may include the words "National, International, Canada, U.S., or North America," nor provide any indication that the Franchisee has the exclusive rights under this Agreement to more than the Protected Territory.

9.4. Written Materials; Advertising; Signs

(A) Franchisee shall feature in the operation of its real estate service and in all materials and advertising, the distinguishing characteristics of the System in accordance with the Training Manual (as defined in Section 43) or as contained in specific directives from Subfranchisor or EXIT as may be issued from time to time.

(B) Franchisee shall include the following statement on Franchisee's web page, telephone book advertisements, exterior sign, lawn signs, letterhead, deposit receipt forms, listing agreements and other printed materials: "each office independently owned and operated" or "Independent Member Broker." Franchisee shall conspicuously display the statement on its web page (if any) and at a prominent location at the main entrance of its office.

(C) Franchisee shall erect and maintain at its office premises an exterior sign in conformance with the local municipality's sign codes and EXIT's operating procedures and quality control directives. Design specifications for Franchisee's sign must be approved by Subfranchisor prior to Franchisee making any commitment to any contractor to construct the sign and prior to display at the Franchise office.

(D) EXIT reserves the right to approve all of Franchisee's use of linking and framing between Franchisee's websites pages and other websites, and Franchisee shall, within five (5) days of receipt of notice from EXIT, dismantle any such frames and links if and as required by EXIT.

9.5. Goodwill and Referrals

(A) Franchisee shall use every reasonable means available to promote the use of the System on an international basis by the general public, and shall not permit the advertising of any other competing real estate services within its office except that of other EXIT Affiliates in good standing.

(B) Franchisee acknowledges the importance of the referral process to the System and shall endeavor to refer requests for real estate services in a location in which Franchisee does not operate to an EXIT Franchisee in that location.

9.6. Defense of Actions

Except as provided in Section 8.3, Franchisee shall assume sole and entire responsibility for fines, suits, proceedings, claims, or damages relating to its business whether asserted by a governmental authority or any other party, or any costs, expenses or liability by reason of any loss of life, or injuries and claimed injuries, sustained in connection with the operation of its real estate service, and shall defend, indemnify and hold EXIT and Subfranchisor harmless from any and all claims, liability or expenses, including attorneys' fees, which EXIT or Subfranchisor may incur as a result of the conduct of Franchisee's business.

9.7. Insurance

(A) Franchisee shall maintain and keep in force, at its expense, such forms of insurance, including, but not limited to, general public liability insurance against claims for personal injury, death, or property damage with a general aggregate limit of not less than $1,000,000, errors and omissions insurance with a general aggregate limit of not less than $1,000,000 with such approved insurance companies as Subfranchisor and EXIT reasonably shall require. Franchisee shall carry such additional amounts and forms of insurance which Subfranchisor shall reasonably deem prudent for a Franchisee to carry, should the circumstances or conditions so merit Franchisee carrying such amount and type of insurance, and provided such insurance is then customarily required and maintained by similar businesses. Franchisee shall cause its insurance agency to send directly to EXIT and Subfranchisor, copies of all such polices which shall include EXIT and Subfranchisor and all of their officers and directors as named insureds and such policies shall not be canceled except on ten (10) days written notice to EXIT and Subfranchisor. Franchisee shall, prior to conducting business under this Agreement, cause its insurance agency to deliver directly to EXIT and Subfranchisor, certificates of insurance evidencing that such insurance is in full force and effect. The insurance shall name Subfranchisor and EXIT as additional insureds.

(B) Franchisee, Subfranchisor and EXIT (by Subfranchisor) waive all rights against each other for damages, to the extent covered by insurance.

9.8. Performance Standards

Franchisee shall have, during a part of each calendar month, the following minimum of Sales Representatives (as defined in Section 43) in Franchisee's office(s) within its Protected Territory:

(A) A minimum of _____ (_____) Sales Representatives, whose primary role is with your franchise by the last day of the twelfth (12th) month after the Compliance Date of this Agreement;

(B) A minimum of _____ (_____) Sales Representatives, whose primary role is with your Franchise, by the last day of the twenty fourth (24th) month after the Compliance Date of this Agreement; and

(C) A minimum of _____ (_____) Sales Representatives, whose primary role is with your franchise by the last day of the thirty sixth (36th) month after the Compliance Date of this Agreement and in each month thereafter during the remainder of this Agreement.

9.9. Brokers' Council

Franchisee shall join, maintain membership at its own expense, and actively participate in a Brokers' Council, as established by Subfranchisor. This Broker's Council will meet on a regular basis, as determined by Subfranchisor. The geographical area and meeting location of each Broker's Council may change, from time to time, based on the establishment of franchises throughout the State. Notifications of these meetings will be sent, in advance, to each Franchise. Franchisee shall abide by all rules and regulations as may be established by the Broker's Council, including any decision reached in accordance with the rules and regulations of the Broker's Council directed to EXIT franchisees. The Broker's Council may establish membership fees and other charges in order to be an active participant in the Broker's Council. The establishment of rules, procedures and membership fees and charges shall be determined by at least 2/3 of the Franchisee members and shall not be calculated on a per transaction basis. Representation in the Broker's Council will be limited to two (2) participants at regular meetings. Each Franchise, in good standing, shall have one (1) vote with respect to decisions considered by the Broker's Council.

9.10. Supplies

Franchisee shall purchase all supplies bearing the EXIT trade name, trademark, service mark, color scheme, or related identifying materials, either from a source of supply suggested by EXIT or from any Approved Supplier (as defined in Section 43).

9.11. Attendance of Initial Training Program

(A) Franchisee and an individual who will serve as the broker of record, or administrator of the Franchise Office shall, at Franchisee's own expense, prior to opening its office, attend and complete to Subfranchisor's and EXIT's satisfaction the next scheduled five (5) day franchisee management training course conducted for franchisees at a predetermined location by Subfranchisor or EXIT. There are no charges for the training course or manuals for approved attendees from each Franchise. However, Franchisee is responsible for its travel, lodging, meals, and related expenses. Franchisee agrees to pay EXIT $500.00, if Franchisee signs up and fails to attend the training offered by EXIT, or if Franchisee cancels attendance at the EXIT training course on less than thirty (30) days' prior notice to EXIT. At the option of EXIT, some or all of the training may be online.

(B) Franchisee shall, at its own expense, within sixty (60) days of attending the five (5) day management training course conducted by Subfranchisor or EXIT as described in Section 9.11(A) of this Agreement, attend and complete the one (1) day training course (if offered) conducted for Franchisees by Subfranchisor or EXIT at a predetermined location. At EXIT's option, some or all of the courses may be done online. Franchisee is responsible for its own travel, lodging, meals, and related expenses. EXIT currently offers an Advanced Broker Course. The prerequisite to attending this course is that the Franchisee must have first attended the Franchise Management Training Course. It is recommended that this Advanced Broker Course be attended at least once during the five year term of the Franchise Agreement.

9.12. Convention Attendance

(A) The annual EXIT Convention is an integral part of the EXIT System and Franchisee is required to attend the annual convention and encourage maximum attendance of all Sales Representatives. EXIT will grant a one-time exemption within each 5 year term in the event the Franchisee or Broker of Record cannot attend. Failure to register for the convention will result in Franchisee being billed an amount equal to the Early Bird rate offered for that convention.

(B) The cost of all transportation, lodging, personal and other expenses for Franchisee at the annual EXIT Convention shall be born solely by Franchisee.

9.13. Sales Representative Agreements

Franchisee shall at all times maintain a written Sales Representative Agreement between Franchisee and each of its Sales Representatives; which Agreement shall be in a form approved by Subfranchisor or EXIT. Franchisee shall provide the Subfranchisor and Franchisor with the version of the Sales Representative Agreement that they are using within their office.

9.14. Computer Information Systems

Franchisee shall utilize computer hardware and software as required by EXIT, including such proprietary computer software as EXIT may develop for use in connection with the EXIT System. Franchisee shall submit to EXIT and Subfranchisor such forms, reports, and records as specified and at the times indicated in this Agreement, in the Training Manuals and in other written communications from EXIT and Subfranchisor. EXIT has developed and implemented a computer based information system for purposes of maintaining a uniform electronic database of franchisee profiles, books and records. Franchisee agrees to co-operate in the ongoing development of this system, to pay a license fee not to exceed two hundred and fifty dollars ($250.00) per month related to computer software, to maintain records through this system, and to file and receive reports electronically to and from EXIT and Subfranchisor as may be required by the System. This monthly fee is to be paid through automatic monthly

withdrawal. If Franchisee owns more than one (1) EXIT Franchise Agreement, and those Agreements are operated by the same legal entity and use the same trade name, the monthly computer software license fee for the second and subsequent Franchise Agreements shall be reduced to twenty-five percent (25%) of the monthly license fee charged as of the date that the subsequent Franchise Agreement(s) is signed.

Franchisee acknowledges that Subfranchisor has not developed the software to be provided by EXIT to Franchisee. Subfranchisor does not provide upgrades, new versions, fixes or patches of the software provided by EXIT. Subfranchisor makes no representations or warranties concerning the structure, performance of the software provided by EXIT or the suitability of the software provided by EXIT for use in Franchisee's business.

Information made available to Subfranchisor and EXIT as a result of the utilization of the software by Franchisee will not be published without written authorization by Franchisee and Sales Representatives where applicable.

9.15. Representations and Warranties

Franchisee represents and warrants that Franchisee and its officers, directors and shareholders have been duly authorized to enter into this Agreement and that the execution and performance of this Agreement is not in violation or breach, or cause the violation or breach, of any agreement or covenant between them and any of them and any third party or the violation or breach of any order, decree or judgment of any court or administrative agency.

9.16. Accurately Report Associates

Franchisee shall promptly and accurately report and enter all EXIT Associates of Franchisee (as defined in the EXIT Formula) into EXIT's proprietary software program, MEMO, and ensure the EXIT Associate roster is up to date regularly. Reporting shall occur when Sales Representatives are registered in the Multiple Listing Service ("MLS") system and when non licensed persons meet the qualification requirements outlined in the EXIT Formula.

9.17. Accurately Report Transactions

Franchisee shall accurately report to Subfranchisor and EXIT, all transactions upon which Franchisee or its agents or sales representatives receive commission, including, by way of example and not limitation, rentals, leases and sales of land, commercial buildings, residential units, condominiums and mobile homes, and shall timely remit and pay transaction fees and other continuing fees due with respect to each transaction. Franchisee shall ensure that all sales representatives accurately report all such transactions to Franchisee and that all sales representatives who perform services with or through joint sales and marketing groups, or "teams," accurately report such activity, participation and their transactions in MEMO. Franchisee, or if Franchisee is an entity, all equity holders of Franchisee, must also ensure that all their transactions are accurately reported in MEMO and that all applicable fees, including but not limited to Company Development Fees, are paid. These payments are due immediately upon the finalization of each transaction.

10. TRAINING MANUAL

10.1. Compliance with Manual

Franchisee shall strictly observe the most current rules of operation established by EXIT and Subfranchisor as well as specific System standards and quality control directives issued from time to time by EXIT or Subfranchisor. It is understood and agreed that such rules are an integral part of the System and that adherence to such rules by Franchisee is a material consideration for execution of this Agreement. Franchisee acknowledges and understands the importance of the EXIT quality control program and shall adhere strictly to the quality control standards contained in the Training Manuals with operating procedures and quality control directives.

11. MAINTENANCE OF BOOKS; INSPECTION

11.1. Financial Statements

Within ninety (90) days after the close of Franchisee's fiscal year, as used for federal income tax purposes, Franchisee shall file with EXIT and Subfranchisor a statement, showing the year-end balance sheet and the results of operations for the year including gross sales and revenues for the year, with a comparison to the prior year's balance sheet and results from operations. Franchisee shall also file with EXIT and Subfranchisor any other reports as EXIT or Subfranchisor may, from time to time, request. All statements shall be certified by Franchisee (or the chief financial officer if Franchisee is not an individual).

11.2. Audit Rights

EXIT and Subfranchisor shall have the right to inspect and audit all of Franchisee's books, records, and procedures. Franchisee shall permit, and understands that it should expect, regular and frequent inspection at reasonable times, by agents or representatives of EXIT and/or Subfranchisor of all books, records, MLS agent rosters and MLS transaction reports, procedures, and services of Franchisee in order to determine compliance with this Agreement. All discrepancies shall be paid within ten (10) days after the date Franchisee receives notice of such discrepancy. If any underpayment exceeds five percent (5%) of the amount due, then Franchisee shall pay all costs and expenses relating to the audit, including, but not limited to, travel, lodging, meals, attorneys', accountants' and other professional fees. All payments due pursuant to this section shall be subject to the interest charges provided in Section 7.2 above.

11.3. Right of Entry and Inspection

Subfranchisor and EXIT shall have the right at any reasonable time to enter Franchisee's places of business and to inspect, review and verify Franchisee's corporate (or partnership or limited liability entity), business and banking records in order to determine Franchisee's compliance with this Agreement, the truthfulness of all statements and disclosures to EXIT or Subfranchisor, and for conformity with all standards, specifications, procedures and techniques of the EXIT System. Franchisee shall cooperate with the inspections, will render such assistance as may be requested, and will promptly remedy all deficiencies identified by EXIT or Subfranchisor, whether or not they are identified in a formal notice of default or notice to cure.

12. OBLIGATIONS OF SUBFRANCHISOR

12.1. Initial Obligations

Prior to the opening of the franchise business, Subfranchisor will make available to Franchisee, one (1) copy of Training Manual, together with any amendments to the manual. The manual will include standard operating procedures and quality control directives designed to familiarize Franchisee with the System and better enable it to run an efficient office. The manual will also include requirements governing the use and specification of all logos, trademarks and other sales promotional materials.

12.2. Continuing Obligations

(A) During the operation of the franchise business, Subfranchisor shall make available to Franchisee, upon request, consulting services relating to the operation of its real estate services business as Subfranchisor deems appropriate and necessary, upon such terms and conditions as the parties may agree.

(B) Subfranchisor shall encourage the use of the EXIT real estate services on an international basis by members of the public.

(C) Subfranchisor shall maintain reasonable supervision over Franchisee as often as Subfranchisor shall deem necessary, to assure compliance with the System and any supplemental quality control standards as established by EXIT and Subfranchisor from time to time, and to provide guidance in the management and operations of Franchisee's office.

(D) Subfranchisor shall make available to Franchisee, the System's operating procedures, directives, and standards relating to signs, letterheads, sales promotions, office designs and other similar materials to the extent and in the manner that such materials are made available to it by EXIT or as are approved by EXIT.

(E) Subfranchisor shall limit the offering of EXIT Realty Corp. franchises to persons or entities who possess a valid real estate broker's license.

(F) In the event Subfranchisor's interest in this Agreement expires or is terminated by EXIT, for whatever reason, Subfranchisor's interest in this Agreement shall transfer to EXIT. Thereafter, EXIT or its Assignee, shall assume Subfranchisor's obligations under this Agreement.

13. RELATIONSHIP OF PARTIES

13.1. Independent Contractor

Franchisee is and shall be an independent contractor, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, employment or other relationship between parties. Neither Subfranchisor nor Franchisee shall act as an agent for the other or as guarantor or surety for the obligations of the other. Neither party shall be obligated for the debts or expenses of the other. Franchisee does not have the authority to bind or obligate EXIT or Subfranchisor in any way by any promise or representation.

13.2. Subfranchisor

It is understood that Subfranchisor has been granted a license by EXIT to grant franchises and enforce EXIT's rights in the Proprietary Marks in a specified territory which includes the Protected Territory.

14. FORM OF OWNERSHIP

14.1. In General

Individuals desiring to do business as a corporation, partnership, or limited liability company shall submit to Subfranchisor in writing a statement including appropriate evidence of compliance with all of the requirements of this Section 14 as may be reasonably requested by Subfranchisor. Subfranchisor's written consent to operate as a business entity shall be promptly given in the event of compliance with the requirements below. Nothing in this Agreement shall be construed as permitting Franchisee to license the rights, duties and obligations contained in this Agreement to a corporation, partnership or limited liability company without assignment made in accordance with Section 18 of this Agreement. If this Agreement is owned equally by spouses or partners, the spouses or partners shall provide Subfranchisor a written statement at the time this Agreement is signed, signed by both parties stating the name of the final decision maker.

14.2. Conditions of Entity Ownership

This Agreement is personal to the individual(s) signing as Franchisee. If Franchisee desires to do business as a corporation, partnership or limited liability company, EXIT or Subfranchisor will give its written consent to the assignment of this Agreement to such entity only under the following terms and conditions:

(A) If Franchisee is a corporation, partnership, or limited liability company, it must possess a valid real estate broker's License in the state or states where the Protected Territory is located.

(B) All individuals executing this Agreement shall remain personally liable for the performance of all obligations under this Agreement, irrespective of the formation of the entity and all equity holders of the assignee entity who have not signed this Agreement shall execute the Personal Guaranty in the form attached as Schedule 4.

(C) The assignee entity must be legally authorized to do business in the state(s) where the Protected Territory is located and shall at all times maintain itself in good standing in the state(s).

(D) The assignee entity shall not be engaged in any business endeavor whatsoever other than that which is primarily concerned with ownership and operation of the EXIT real estate service business as described in this Agreement.

(E) One of the individuals executing this Agreement must own or control at least fifty-one percent (51%) of the voting equity and, in the aggregate, at least fifty-one percent (51%) of all equity of the assignee entity, and retain ownership or control during the term of this Agreement.

(F) The following restrictions shall be conspicuously endorsed as a legend on each equity certificate, shall be indicated in the Bylaws, partnership agreement operating agreement, or other applicable governing document and shall be a part of any and all other agreements necessary in order to make the restrictions effective:

> "The interest represented by this certificate is held subject to the terms and conditions of the EXIT Franchise Agreement with EXIT **[trade name]**, Subfranchisor. Any encumbrance, assignment or transfer of the interest is subject to all restrictions imposed by the Franchise Agreement."

(G) The capitalization of the assignee shall be approved in writing by Subfranchisor. Subfranchisor shall be provided with copies of the assignee's charter documents, organizational documents, organizational meeting minutes, "buy-sell" agreements, and any other relevant documents as may be requested by Subfranchisor.

(H) The assignee entity's legal name shall not contain any word, phrase or clause which is the same as, derivative of, or deceptively or confusingly similar to the trademarks, service marks, slogans, or trade names of EXIT Realty Corp., including but not limited to "EXIT Realty Corp." Furthermore, the assignee entity's legal name shall not contain any whimsical, suggestive, coined or arbitrarily spelled words or acronyms that might conceivably become known as service marks or trademarks or that might conceivably detract from or consequently denigrate the distinctiveness of the EXIT marks.

15. TERMINATION BY FRANCHISEE

Franchisee shall have the right to terminate this Agreement by not less than thirty (30) days written notice to Subfranchisor, if Subfranchisor is in default in the performance or observance of any agreement, covenant, provision or term contained in this Agreement and the default, which remains uncured for more than thirty (30) days after written notice of the default is given to Subfranchisor. Franchisee waives all claims to all damages except direct damages necessarily arising from the alleged default against which notice is given and which remains uncured.

16. TERMINATION BY SUBFRANCHISOR

16.1. Events of Default

(A) Right to Cure. Set forth below are events of default which, upon their occurrence, shall give Subfranchisor the right to terminate this Agreement after notice to Franchisee and a right to cure as described in Section 16.2:

(i) Franchisee, or any entity controlled by Franchisee or by one or more of the equity holders of Franchisee, fails to pay, when due, any of its financial obligations to EXIT, Subfranchisor, other EXIT subfranchisor, or the Brokers' Council, including payments due under any promissory note executed by Franchisee pursuant to the terms of this Agreement.

(ii) Franchisee, or any entity controlled by Franchisee or by one or more of the equity holders of Franchisee, breaches any term of this Agreement, any other agreement granting an EXIT franchise,

or any rule, procedure, amendment, or supplement to this Agreement established by EXIT or Subfranchisor, including but not limited to, the Performance Standards provisions of Section 9.8 of this Agreement.

(iii) Franchisee, directly or indirectly, sells, leases, assigns, transfers, conveys, gives away, pledges, mortgages or encumbers any interest in this Agreement, or in any way removes the franchise granted by this Agreement from the actual or legal supervision or control of Franchisee, or attempts to do any of same without the prior written consent of Subfranchisor; or if Franchisee is a corporation a partnership or other legal entity, if any interest in the entity is assigned or transferred without the prior written consent of the Subfranchisor.

(iv) Franchisee, or any entity controlled by Franchisee or by one or more of the equity holders of Franchisee, breaches any requirement, obligation, term, or condition of any other EXIT franchise agreement between Franchisee, or any entity controlled by Franchisee or by one or more of the equity holders of Franchisee, and Franchisor or any EXIT subfranchisor.

(v) Franchisee breaches any requirement, obligation, term or condition of any other agreement between Franchisee and Franchisor or Subfranchisor.

(vi) Franchisee misuses escrow or trust funds.

(vii) Franchisee loses any license necessary to conduct the real estate business pursuant to the Franchise being licensed under this Agreement.

(B) No Right to Cure. Set forth below are events of default which, upon their occurrence, shall give Subfranchisor the right to terminate this Agreement after notice to Franchisee and with no right to cure, as described in Section 16.2:

(i) Franchisee fails to open its EXIT office and commence business operations within one hundred and twenty (120) days of the date of this Agreement.

(ii) Franchisee voluntarily abandons the franchise by failing to operate the franchise in accordance with the terms of this Agreement, within the Protected Territory for a period of ten (10) consecutive days, or for twenty (20) days in any period of thirty (30) consecutive days, unless such failure is due to fire, flood, earthquake or similar cause beyond Franchisee's control.

(iii) Franchisee fails to comply with the provisions of this Agreement three (3) or more times, whether or not corrected after notice.

(iv) Franchisee or any of its equity holders, directors or officers are convicted of a felony or other crime that, in the reasonable judgment of Subfranchisor, impairs the goodwill associated with the Proprietary Marks.

(v) The filing of a voluntary or involuntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver, or an assignment for the benefit of creditors, if Franchisee or a guarantor of this Agreement is subject to the action.

(vi) Franchisee or a guarantor of this Agreement dies or becomes Permanently Disabled, or if Franchisee or a guarantor is a corporation, limited liability company or other entity other than an individual, such Franchise or guarantor dissolves.

(vii) Misuse of escrow or trust funds.

16.2. Remedies

(A) (i) Upon the occurrence of any of the Events of Default described in Section 16.1(A) (except Section 16.1(A)(i)), Subfranchisor may terminate and cancel this Agreement upon thirty (30) days' prior written notice to Franchisee. The notice shall demand immediate cure of the Event(s) of Default and shall advise Franchisee that if the Event of Default specified in the notice is not cured within thirty (30) days after the date of the notice, all rights of Franchisee under this Agreement shall be cancelled and terminated without further notice.

(ii) Upon the occurrence of an Event of Default described in Section 16.1(A)(i), Subfranchisor may terminate and cancel this Agreement upon thirty (30) days' prior written notice to Franchisee. The notice shall demand immediate cure of the Event of Default and advise Franchisee that if the Event of Default specified in the notice is not cured within ten (10) days, all rights of Franchisee under this Agreement shall be cancelled and terminated without further notice 30 days from the date of the default notice.

(iii) Upon the occurrence of any of the Events of Default described in Section 16.1(B), or upon the occurrence of any default that cannot be cured, Subfranchisor may terminate and cancel this Agreement, without providing Franchisee any opportunity to cure, effective immediately upon notice to Franchisee.

(iv) If termination of this Agreement due to Franchisee's breach thereof or due to the commencement with respect to one or more of Franchisee's bankruptcy or similar proceedings, or expiration of this Agreement is precluded by operation of the bankruptcy laws, then Subfranchisor may terminate this Agreement unless Franchisee immediately and fully compensates Subfranchisor for any such breach or provides Subfranchisor with adequate assurance of future performance of this agreement. For purposes of this paragraph, full compensation shall include full payment of any losses suffered by Subfranchisor due to Franchisee's actions or inaction, and adequate assurances or prompt and full compensation shall include, at a minimum, immediate presentation to Subfranchisor by Franchisee of an irrevocable letter of credit in an amount sufficient for full compensation of Subfranchisor (as defined above), issued to the account of Franchisee by a commercial bank, payable to Subfranchisor, at sight, within thirty (30) days from the date thereof, upon presentation of any affidavit signed by Subfranchisor stating that Subfranchisor is entitled to payment pursuant to this Agreement.

(B) Termination of this Agreement by Subfranchisor shall not terminate any monetary obligations owed by Franchisee to EXIT, Subfranchisor or the Brokers' Council. Termination of this Agreement by Subfranchisor shall not be an exclusive remedy and shall not in any way affect the rights of EXIT or Subfranchisor to receive, or collect fees or other amounts payable by Franchisee under this Agreement, to enforce the provisions of this Agreement against Franchisee, to sue for damages, seek and obtain *ex parte* injunctive relief, to pursue any other equitable remedy for breach of this Agreement by Franchisee or otherwise constitute a waiver of any of Subfranchisor's other rights upon the occurrence of an Event of Default. Subfranchisor shall not be obligated following any such termination or cancellation, to refund any amount previously paid by Franchisee under the terms of this Agreement.

(C) Notwithstanding the above, if Franchisee fails to correct an alleged breach of this Agreement within the applicable time period after receipt of written notice from Subfranchisor, Subfranchisor will also have the right, upon written notice to Franchisee, to: (1) terminate the territorial exclusivity of the Protected Territory; or (2) reduce the size of the Protected Territory.

(D) Nothing in this Section 16 will preclude Subfranchisor from seeking other remedies against Franchisee under state or federal laws or under this Agreement, including, but not limited to, recovery of attorneys' fees, punitive damages and injunctive relief.

16.3. Damages

If this Agreement is terminated by Subfranchisor pursuant to this Section 16, or if Franchisee breaches this Agreement by a wrongful termination of this Agreement, then Subfranchisor will be entitled to seek recovery from Franchisee for all of the damages that Subfranchisor sustained prior to the termination, or will sustain in the future as a result of Franchisee's breach of this Agreement. The actual damages that Subfranchisor would suffer for the loss of prospective fees and other amounts due under this Agreement would be difficult, if not impossible, to ascertain. Therefore, Franchisee agrees, in addition to all damages that Subfranchisor sustained prior to the date of termination, Subfranchisor shall be entitled to recover, for Subfranchisor and for EXIT, as liquidated damages and not as a penalty, an amount equal to the average monthly Continuing Fees paid to Subfranchisor and EXIT in accordance with the EXIT Formula for the twelve (12) month period immediately preceding the termination multiplied by the number of months remaining until the Expiration Date.

17. POST TERMINATION - RIGHTS AND OBLIGATIONS

17.1. Obligations upon Termination or Non-renewal

If this Agreement is terminated or not renewed:

(A) All provisions in this Agreement concerning obligations of Franchisee to EXIT, Subfranchisor and the Broker's Council shall be deemed to survive the termination of this Agreement.

(B) All rights of Franchisee under this Agreement shall terminate and Franchisee shall immediately discontinue all use, imitation or duplication of all distinguishing characteristics of the System, including but not limited to, trade names, trademarks, service marks, membership marks, certification marks, copyrights, designs, slogans, logos, names, advertising copy or other printed or physical materials now or hereafter displayed, used or becoming a part of the System.

(C) Franchisee shall immediately cease and refrain from using the System, or any parts thereof, and Franchisee shall immediately cease and refrain from holding itself out to the public in any way as a member of or as a former member of the System or as a Franchisee, Affiliate or operator of the System.

(D) Franchisee shall immediately distinguish its operations from that of EXIT, Subfranchisor, and of EXIT Affiliates so as to avoid every possibility of any confusion to the public.

(E) Franchisee, at its expense, shall make or cause to be made such changes in signs, telephone numbers, buildings or structures as EXIT or Subfranchisor may direct in order to distinguish Franchisee effectively from its former appearance and from other EXIT Affiliates. The changes shall include a complete change in the trade name from that under which Franchisee conducted its business while affiliated with the System. If Franchisee shall, upon request, fail or omit to make or cause to be made the changes within ten (10) days, then Subfranchisor shall have the right to enter upon the premises, without liability, and make, or cause to be made, the changes at the expense of Franchisee, which expenses shall be paid by Franchisee upon demand.

(F) Franchisee shall, at Subfranchisor's direction, file the appropriate forms to abandon and/or withdraw any assumed name certificate, to cease all activities with and claims to ownership of any trade or assumed name containing any Proprietary mark or to transfer the same to Subfranchisor, and/or to change the name of its corporation, partnership, or affiliate to eliminate any reference to the System.

(G) Franchisee shall immediately return to Subfranchisor all manuals, bulletins, instruction sheets, forms, marks, designs, signs, printed matter, and other material obtained by Franchisee under and pursuant to this Agreement, together with copies of the same that may have been made by Franchisee, or that are in its possession, custody or control.

(H) Franchisee shall immediately cause the local telephone company to change all of its telephone numbers and assign the numbers listed for the franchised real estate office to Subfranchisor. If at the expiration of this Agreement, Franchisee has complied with all of its financial obligations to EXIT and Subfranchisor and it is not otherwise in default, Franchisee shall not be obligated to comply with the provisions of this Subsection 17(H).

(I) Franchisee shall immediately execute all documents necessary to assign all of its EXIT related domain names, internet web sites, web pages, and e-mail addresses to Subfranchisor or its designee.

(J) Franchisee shall, for three (3) years following any termination or non-renewal of this Agreement, keep Subfranchisor advised of its current business and residence address and telephone numbers, as well as the business address and phone number of its employer, if any.

(K) Franchisee shall allow other EXIT Affiliates to solicit Franchisee's Sales Representative for transfer to other operating EXIT offices.

(L) Franchisee shall refrain from adopting or using in connection with, or in the name of, any subsequent business the term EXIT or any term confusingly similar to such term or any other term which may have the effect of creating confusion or question regarding his/her affiliation with the System, including without limitation, any name or term with the prefix and/or suffix "EX" or "IT."

18. TRANSFER

18.1. Transfer by Subfranchisor

This Agreement may be unilaterally transferred by Subfranchisor without the approval or consent of Franchisee.

18.2. Personal Nature of Agreement

The rights and duties set forth in this Franchise Agreement are personal to Franchisee, if an individual, and to the guarantors of this Agreement, and Subfranchisor has granted this franchise in reliance of Franchisee's and guarantor's representations as to its business skill, financial capacity, and personal character. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this franchise, nor any individual, partnership, corporation, or other legal entity which directly or indirectly owns any interest in this franchise shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in the Franchisee or this Agreement, or all or a substantial portion of the assets of the franchise business ("Transfer") without prior written consent of Subfranchisor, as provided in Section 18.3 below. Any unauthorized Transfer, whether voluntary, involuntary, by operation of law or otherwise, or any attempt to do so, shall be deemed void and be grounds for termination of this Agreement by Subfranchisor.

18.3. Consent to Transfer Conditions

Subfranchisor will not unreasonably withhold its consent, which consent must be in writing, to any proposed Transfer, provided Franchisee and/or the transferee comply with the following, non-exclusive, conditions:

(A) Franchisee shall have fully complied with the provisions of this Agreement, curing all defaults and non-compliance under this Agreement and any other franchise agreements it may have with Subfranchisor and EXIT; and

(B) Franchisee shall have paid fully all monies due EXIT, Subfranchisor, and Brokers' Council; and

(C) Franchisee shall submit to Subfranchisor current, accurate financial statements and other documents sufficient to enable Subfranchisor to determine and approve (in its discretion) the character, integrity, creditworthiness, business experience, reasonable net worth, professional credentials and ethical background of the proposed transferee; and

(D) Franchisee shall furnish Subfranchisor with copies of the transfer documents, in a form acceptable to Subfranchisor; and

(E) Franchisee shall provide both the proposed transferee and Subfranchisor complete financial information on the subject franchise required by the transferee; and

(F) Franchisee shall provide Subfranchisor, on the then current form prescribed by Subfranchisor or EXIT, a full general release and waiver in favor of Subfranchisor, EXIT and their affiliates; and

(G) Franchisee shall pay the transfer fee required under Section 18.5;

(H) The proposed transferee shall sign Subfranchisor's then current form of Guaranty of this Agreement; and

(I) The proposed transferee shall complete, or agree to complete, the training required under Section 9.11.

18.4. Death or Permanent Disability

Upon the death or permanent disability of Franchisee, if an individual, or of a guarantor of this Agreement, this Agreement, or guarantor's interest in the entity that owns or controls this Agreement, may be transferred or bequeathed by Franchisee or guarantor or his or her estate to any designated person or beneficiary approved by Subfranchisor. However, the transfer to the designee or beneficiary will be subject to the applicable provisions of Section 18.3 of this Agreement. The disposition shall be completed within a reasonable time, not to exceed nine (9) months from the date of the death or permanent disability. Failure to so transfer the interest within the nine (9) month period shall constitute a breach of this Agreement.

18.5. Transfer Fee

Franchisee must pay Subfranchisor a transfer fee, which will vary depending on whether the Transfer is a Major Transfer or a Minor Transfer. If the Transfer is a Major Transfer, the transfer fee is an amount equal to 10% of the then current Initial Fee (not to exceed 25% of the Initial Franchise fee paid) on the date of the Transfer. If the Transfer is a Minor Transfer, the transfer fee is an amount equal to $500.00. The transfer fee is nonrefundable even if, for any reason, the proposed Transfer does not occur. For purposes of this section, the following definitions apply:

(A) Major Transfer. The Transfer of a 50% or more interest in this Agreement or 50% or more interest in the equity or voting rights in the entity that owns or controls this Agreement, whether in one or more transfers.

(B) Minor Transfer. Transfer of less than a 50% interest in this Agreement, or less than 50% interest in the equity or voting rights in the entity that owns or controls this Agreement or if the transfer is to an entity that has the same equity ownership as the transferor

No transfer fee shall be payable by Franchisee to Subfranchisor, if an individual Franchisee assigns its interest to a legal entity in accordance with Section 14.2 of this Agreement

18.6. Effect of Transfer

In the event of any Transfer, the entire unpaid principal balance of all amounts due EXIT, Subfranchisor, or the Brokers' Council, together with all accrued and unpaid interest thereon at the time of Transfer, or other conveyance, shall become immediately due and payable in full without further notice or demand by EXIT, Subfranchisor, or the Brokers' Council.

19. THE EXIT FORMULA

See Schedule 2 attached to and incorporated in this Agreement.

20. CONFIDENTIAL INFORMATION

Franchisee acknowledges that it has or will acquire knowledge of confidential matters, Trade Secrets (as defined by applicable state law, as the same may be subsequently amended), recruiting techniques, operational, accounting and quality control procedures, and other methods developed by EXIT through and in its System and that the unique and novel combination of "know how" and methods developed by EXIT and licensed to Franchisee by Subfranchisor, for the real estate service operation, are peculiar to EXIT ("Confidential Information"), which, for purposes of this Agreement, are owned by EXIT, and which are necessary and essential to the operation of the Franchise. Confidential Information shall not apply to information that Franchisee can document (a) is or becomes generally available to the public (through no improper action or inaction by Franchisee); (b) was in Franchisee's possession or known by Franchisee without any limitation on user or disclosure prior to receipt from Franchisor or Subfranchisor; (c) was rightfully disclosed to Franchisee by a third party without restrictions; or (d) as required by court order.

Franchisee agrees that Franchisee shall hold all Trade Secrets in strictest confidence, shall not use or disclose Trade Secrets at any time (except in the performance of this Agreement) until such time as the information ceases to be a Trade Secret through no fault of Franchisee, shall diligently protect any and all Trade Secrets against loss by inadvertent or unauthorized disclosure, and shall comply with guidelines established by Company for the purpose of protecting such information.

Franchisee agrees that, during the term of this Agreement and all renewals and extensions of this Agreement, and after termination, expiration, or non-renewal of this Agreement, Franchisee shall hold all Confidential Information that is not a Trade Secret in strictest confidence, shall not use or disclose such Confidential Information (except in the performance of this Agreement), shall diligently protect any and all Confidential Information against loss by inadvertent or unauthorized disclosure, and shall comply with guidelines established by EXIT and Subfranchisor for the purpose of protecting the information.

21. FRANCHISEE'S COVENANTS NOT TO COMPETE

21.1. In-Term Covenant Not to Compete

Franchisee and Franchisee's shareholders, partners or members will not, during the term of this Agreement and all renewals and extension of this Agreement, on their own account or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any real estate business, or other related business that is in any way competitive with or similar to the business conducted by EXIT or EXIT subfranchises or franchises, nor offer products or services that are offered by EXIT.

21.2. Post-Term Covenants

Franchisee and Franchisee's shareholders, partners or members will not, for a period of one (1) year after the termination, assignment or expiration of this Agreement on their own account or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, limited liability company, partnership or corporation, directly or indirectly,

(a) own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any real estate brokerage business, which is located in the geographic area licensed by Subfranchisor from EXIT **and** which operates substantially similar to franchisees in the EXIT System, including, but not limited to, utilizing a reward system for "sponsoring" sales representatives; or

(b) solicit or induce any person who is, at the time of termination or expiration of this Agreement, retained as a sales representative of any EXIT franchisee to stop serving as an agent for that party; or

c) within the state where the Protected Territory is located, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in the business of selling, managing or servicing real estate franchise organizations, irrespective of whether services are provided directly to the franchising operations or the System's franchisee's; or

d) divert, or attempt to divert, any business or customer of an EXIT Franchisee, to any competitor; or

e) do or perform any other act injurious or prejudicial to the goodwill associated with the EXIT System.

The parties expressly agree that the covenants contained in this section are each independent and are reasonable and necessary to protect Subfranchisor and other EXIT franchises if this Agreement expires or is terminated for any reason.

21.3. Reasonableness

The parties expressly agree that the limitations contained in this Section 21 are reasonable and necessary to protect Subfranchisor and other EXIT franchises if this Agreement expires or is terminated for any reason.

21.4. Injunctive Relief

Franchisee and Franchisee's shareholders, partners or members, agree that the provisions of this section are necessary to protect the legitimate business interests of EXIT and Subfranchisor and other EXIT franchisees including, without limitation, prevention of damage to or loss of goodwill associated with the Proprietary Marks, prevention of the unauthorized dissemination of marketing, promotional and other confidential information to competitors of EXIT and other franchisees, protection of EXIT's trade secrets, and the integrity of the EXIT System, and the prevention of duplication of the System. Franchisee and Franchisee's shareholders, partners and members, as the case may be, also agree that damages alone cannot adequately compensate EXIT and Subfranchisor if there is a violation of this section by Franchisee or Franchisee's shareholders, partners or members, and that injunctive relief against Franchisee, Franchisee's shareholders, partners or members is essential for the protection of EXIT, Subfranchisor and other franchisees. Franchisee and Franchisee's shareholders, partners or members, agree therefore, that if EXIT or Subfranchisor alleges that Franchisee or Franchisee's shareholders, partners or members have breached or violated this section, then EXIT or Subfranchisor will have the right to obtain injunctive relief against Franchisee and/or Franchisee's shareholders, or the partners or members, in addition to all other remedies that may be available to EXIT and Subfranchisor without the need to present evidence of irreparable injury. EXIT or Subfranchisor will not be required to post a bond or other security in any action where EXIT or Subfranchisor is seeking to enjoin Franchisee and/or Franchisee's shareholders, partners or members, from violating this section. In cases where EXIT or Subfranchisor is granted *ex parte* injunctive relief against Franchisee and/or Franchisee's shareholders, partners or members, Franchisee will have the right to petition the court for a hearing on the merits at the earliest time convenient to the court.

21.5. Severability

It is the desire and intent of the parties to this Agreement, including Franchisee's shareholders, partners or members, that the provisions of this Section 21 be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this section is adjudicated to be invalid or unenforceable, then this section will be deemed amended to modify or delete that portion thus adjudicated to be invalid or unenforceable, such modification or deletion to apply only with respect to the operation of this section and the particular jurisdiction in which such adjudication is made. Further, to the extent any provision of this Section 21 is deemed unenforceable by virtue of its scope or limitation, the parties to this Agreement, including Franchisee and Franchisee's shareholders, partners or members, agree that the scope and limitation provisions will, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought.

22. NOTICES

All notices, requests, demands and other communications required or permitted under this Agreement or applicable law shall be in writing and, unless a specific method of delivery is required by applicable law, may be delivered by in-person delivery; private courier, such as UPS or FED EX; certified or priority U.S. Mail; or e-mail transmission. Notice shall be deemed sufficiently given, if served in any manner specified in this Section 22. Any notice sent by private courier or U.S. mail shall be effective as of the time it is delivered to the private courier or deposited in the mail, postage prepaid. Notices transmitted by e-mail transmission shall be deemed delivered upon transmission. The parties' addresses noted in this Agreement or, if more recent, in the records of the party sending the notice, shall be the recipient's address for delivery or mailing of notices. Either party may, by written notice to the other, specify a different address for notice.

23. WAIVER

No terms of this Agreement shall be held to have been waived by any act or knowledge of either party to this Agreement, or its employees, except by instrument in writing duly executed by both parties hereto. If at any time either party shall waive its rights upon any breach of any of the provisions of this Agreement, then the waiver is not to be construed as a continuing waiver of other breaches of the same or other provisions of the Agreement.

24. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement and each and every provision in this Agreement.

25. GOVERNING LAW; STATE MODIFICATIONS

25.1 Governing Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 et seq.), this Agreement and the relationship between Subfranchisor and Franchisee will be governed by the laws of the state in which the Protected Territory is located. If the Protected Territory contains more than one (1) state, then this Agreement and the relationship between Subfranchisor and Franchisee will be governed by the laws of the state in which Franchisee's principal place of business is located, as indicated on the cover page of this Agreement. The provisions of this Agreement which conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. All other provisions of this Agreement will be enforceable as originally made and entered into upon the execution of this Agreement by Franchisee and Subfranchisor.

25.2. State Modifications

(A) CALIFORNIA. If this Agreement is governed by the laws of the State of California, then the covenant not to compete upon termination or expiration of this Agreement contained in Section 21 may be unenforceable, except in certain circumstances provided by law.

(B) ILLINOIS. If this Agreement is governed by the laws of the State of Illinois, then: (1) the acknowledgments made by Franchisee in Section 41 are not allowed under the Illinois Franchise Disclosure Act and (2) any provision of this Agreement which designates jurisdiction or venue outside of the State of Illinois is void

(C) INDIANA. If this Agreement is governed by the laws of the State of Indiana, then: (1) the geographical limitation contained in Section 21 will be limited to within the Protected Territory; (2) Section 21 which states Subfranchisor is entitled to injunctive relief may be inapplicable; rather, Subfranchisor is entitled to seek injunctive relief; (3) notwithstanding any provisions of this Agreement to the contrary, a court of competent jurisdiction will determine (a) whether damages alone can adequately compensate Subfranchisor if there is a violation by Franchisee, Franchisee's shareholders or the partners or members, as the case may be, and (b) whether Subfranchisor will be required to post a bond or other security, and the amount of such

bond or other security, in any injunctive proceeding commenced by Subfranchisor against Franchisee, Franchisee's shareholders or the partners or members, as the case may be.

(D) MARYLAND. If this Agreement is governed by the laws of the State of Maryland, then: (1) the acknowledgments made by Franchisee contained in Section 41 of this Agreement will not be construed to act as a waiver of Franchisee's rights under the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq.; and (2) the releases from liability and waivers described in Md. Comar 02.02.08.16L may be prohibited in this Agreement.

(E) MINNESOTA. If this Agreement is governed by the laws of the State of Minnesota, then: (1) Section 16 will be amended to require that in the event Subfranchisor provides the Franchisee with written notice that Franchisee has breached this Agreement, such written notice will be provided to Franchisee at least ninety (90) days prior to the date this Agreement is terminated by the Subfranchisor, and Franchisee will have sixty (60) days after receipt of such written notice within which to correct the breach specified in the written notice; (2) notwithstanding any provision of this Agreement to the contrary, a court of competent jurisdiction will determine whether Subfranchisor will be required to post a bond or other security, and the amount of such bond or other security, in any injunctive proceeding commenced by Subfranchisor against Franchisee, Franchisee's shareholders or the partners or members, as the case may be; and (3) Subfranchisor will protect Franchisee's right to use the Proprietary Marks and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the Proprietary Marks.

(F) NORTH DAKOTA. If this Agreement is governed by the laws of the State of North Dakota, then: (1) Section 16 of this Agreement will be amended to require that, in the event the Subfranchisor provides Franchisee with written notice that Franchisee has breached this Agreement, Franchisee will have thirty (30) days after receipt of such written notice within which to correct the breach; and (2) the covenant not to compete upon termination or expiration of this Agreement contained in Section 21 may be unenforceable, except in certain circumstances provided by law.

(G) SOUTH DAKOTA. If this Agreement is governed by the laws of the State of South Dakota, then: (1) Section 16 of this Agreement will be amended to require that, in the event Subfranchisor provides Franchisee with written notice that Franchisee has breached this Agreement, Franchisee will have thirty (30) days after receipt of such written notice within which to correct the breach; (2) the covenant not to compete upon termination or expiration of this Agreement contained in Section 21 may be unenforceable, except in certain circumstances provided by law; (3) any provision of this Agreement which designates jurisdiction or venue outside of the State of South Dakota is void with respect to any cause of action which is otherwise enforceable in the State of South Dakota; and (4) pursuant to SDCL § 37-5B, any acknowledgment provision, disclaimer or integration clause or other provision having a similar effect in this Agreement will not negate or act to remove from judicial review any statement, misrepresentation or action that violates Chapter 37-5B or a rule or order under Chapter 37-5B.

(H) WISCONSIN. If this Agreement is governed by the laws of the State of Wisconsin, then the provision of the Wisconsin Fair Dealership Law, Wis. Stat. Chapter 135, will supersede any conflicting terms of this Agreement.

25.3. Jurisdiction; Venue

Any cause of action, claim, suit or demand allegedly arising from or related to this Agreement or the relationship of the parties must be brought in the state or federal court located in the county or district encompassing the Subfranchisor's offices or headquarters. Both parties irrevocably submit themselves to, and consent to, the exclusive jurisdiction of these courts. The provisions of this section shall survive termination of this Agreement. Franchisee is aware of the business purposes and needs underlying the language of this section, and with a complete understanding of this section, agrees to be bound by it.

25.4. WAIVER OF JURY TRIAL

THE PARTIES AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES WHICH ARISES OUT OF ANY DISPUTE BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY ALLEGED BREACH OF, OR DEFAULT IN THE PERFORMANCE OF, ANY OF THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT.

25.5. Limitation of Liability

Subfranchisor and its affiliates and subsidiaries EXIT and its affiliates and subsidiaries, and their respective officers, directors, employees, agents and servants shall not be liable to Franchisee, under any circumstance, or due to any event, for any consequential, punitive or indirect damages, including, without limitation, loss of profit, loss of use, or business stoppage. Subfranchisor and its affiliates and subsidiaries; EXIT and its affiliates and subsidiaries; and their respective officers, directors, employees, agents and servants shall not be liable for any actions or inactions of Franchisee.

26. BINDING EFFECT

This Agreement and the franchise hereby granted shall inure to the benefit of and be binding upon Subfranchisor, its successors and assigns and upon Franchisee, its successors and assigns, and shall be enforceable at law or equity by specific performance, injunction or otherwise.

27. PAYMENT OF EXPENSES UPON DEFAULT

Should Subfranchisor employ an attorney to enforce any of the provisions of this Agreement, or to protect its interests in any manner arising from any breach of this Agreement by Franchisee, or to collect damages for the breach of this Agreement, or to prosecute or defend any suit or proceeding resulting from this Agreement, Franchisee agrees to pay Subfranchisor all costs, charges, expenses and attorneys' fees expended or incurred by Subfranchisor.

28. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement which includes the documents referred to in it and the Schedules and Exhibits attached to it, constitutes the entire, full and complete Agreement between Subfranchisor and Franchisee concerning the subject matter contained in it. This Agreement supersedes any and all prior negotiations, understanding, representations and agreements. Nothing in this or any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to Franchisee. Subsequent to the execution of this Agreement, Subfranchisor and Franchisee may not modify or supplement this Agreement except by a written document executed by both parties.

29. RELEASE OF PRIOR CLAIMS

By executing this Agreement, Franchisee, individually and on behalf of Franchisee's heirs, legal representatives, successors, and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever releases and discharges EXIT, Subfranchisor, and their respective officers, directors, employees, agents and servants, and their subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties and executed prior to the date of this Agreement including but not limited to any and all claims, whether presently known or unknown, suspected or unsuspected.

30. LIMITATION OF ACTIONS

Any claim, demand, or cause of action based on any provision of this Agreement shall be barred unless raised within two (2) years of the occurrence, with the exception of those provisions pertaining to the payment of fees, the requirement to maintain insurance, and the indemnification and hold harmless provisions.

31. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

(A) Subfranchisor and Franchisee intend by this Agreement to establish the relationship of Subfranchisor and Franchisee. This Agreement does not constitute either party an agent, legal representative, joint venture, partner, employee, or servant of the other party for any purpose whatsoever. Franchisee shall be an independent contractor and is no way authorized and shall not make any contract, agreement, warranty, or representation on behalf of Subfranchisor or create any obligation, express or implied, on behalf of Subfranchisor.

(B) Under no circumstances shall either party be liable for any act, omission, contract, debt, or other obligation of the other party. Franchisee shall indemnify and hold Subfranchisor, EXIT, and its and their officers, directors, employees, and officials harmless against any such claim and the cost (including reasonable attorneys' fees) of responding to, defending, settling or paying each such claim arising, directly or indirectly, from, as a result of, or in connection with Franchisee's operation of the Franchisee's business during and after the term of this Agreement. This indemnification shall specifically include claims from franchisees relating to all services which Franchisee has agreed or subsequently agrees or undertakes to perform on Subfranchisor's behalf. Subfranchisor shall indemnify and save Franchisee harmless against any claim arising, directly or indirectly, from or as a result of Subfranchisor's acts, omissions, contracts, debts, or obligations, and against the cost of defending against any such claim.

32. REASONABLE CONSENT; TIMELINESS

Whenever this Agreement may require the consent or approval of either party, such consent or approval shall not be unreasonably withheld. Response to requests of approval shall be given within a reasonable period of time.

33. SUBFRANCHISOR'S RIGHT TO OPERATE

Upon an Event of Default (unless cured in a timely manner), expiration or termination of this Agreement for whatever reason, Subfranchisor shall have the right to immediately establish, operate or franchise an EXIT franchise anywhere within the Protected Territory.

34. POWER OF ATTORNEY

Upon the expiration or termination of this Agreement for any reason, Subfranchisor may, if Franchisee does not do so, execute in Franchisee's name and on its behalf all documents necessary in Subfranchisor's judgment to end and cause the discontinuance of Franchisee's use of the trade name, copyrights and other Proprietary Marks.

35. ASSIGNMENT OF FRANCHISE AGREEMENTS UPON EXPIRATION OR TERMINATION

Upon expiration or termination of this Agreement for whatever reason, at Subfranchisor's request, Franchisee shall immediately assign to Subfranchisor all of its right, title, and interest in and to Franchise Agreements and Approved Supplier Agreements which have been entered into by Franchisee within the Protected Territory. In the event that Franchisee shall fail to execute individual assignments of the Franchise Agreements and Approved Supplier Agreements to Subfranchisor promptly upon expiration or termination of this Agreement, the parties agree that the provisions of this section shall in such instance be deemed to constitute an absolute assignment by Franchisee of all

of its right, title, and interest in each such EXIT Realty Corp. Franchise Agreement and Approved Supplier Agreement to Subfranchisor or its designee.

36. INJUNCTIVE RELIEF

Subfranchisor will be entitled to seek the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to: (i) the Proprietary Marks and the EXIT System; (ii) the obligations of Franchisee upon termination or expiration of this Agreement; (iii) assignment of this Agreement or ownership interests of Franchisee; (iv) the covenants not to compete; (v) confidentiality; or (vi) any act or omission by Franchisee, Franchisee's employees or Franchisee's agents that: (1) constitutes a violation of any applicable law, ordinance or regulation; (2) is dishonest or misleading; or (3) may impair the goodwill associated with the Proprietary Marks and the EXIT System. Franchisee agrees that any violations will cause serious, irreparable injury to the EXIT System that cannot be compensated for by money damages and that the provisions of this section are necessary to protect the legitimate business interests of EXIT and Subfranchisor and other franchisees including, without limitation, prevention of damage to or loss of goodwill associated with the Proprietary Marks, prevention of the unauthorized dissemination of marketing, promotional and other confidential information to competitors of EXIT and other franchisees, protection of EXIT's trade secrets, and the integrity of the EXIT System, and the prevention of duplication of the System. Franchisee will indemnify the Subfranchisor for all costs that it incurs in any such proceedings including, without limitation, reasonable attorneys' fees, expert witness fees, costs of investigation, court costs, accounting fees, travel and living expenses, and all other related costs incurred by Subfranchisor. Subfranchisor will be entitled to obtain injunctive relief against Franchisee enforcing the foregoing provisions without the need to present evidence of irreparable injury and without the posting of any bond or security.

37. EXECUTORY CONTRACT

The parties agree that this Agreement shall be construed as an executory contract.

38. HEADINGS

Paragraph or subparagraph headings are for reference purposes only and shall not in any way modify or limit the statements contained in any paragraph or subparagraph. All words in this Agreement shall be deemed to include any number or gender as the context or sense of this Agreement requires.

39. JOINT AND SEVERAL LIABILITY

If the Franchisee consists of more than one (1) individual, more than one (1) entity or a combination of individuals and entities, then the liability of all such individuals and entities under this Agreement will be deemed to be joint and several. If there are any guarantors to this Agreement, then the liability of each guarantor shall be joint and several with each other and with the Franchisee.

40. NO ORAL MODIFICATION

No oral modification, change, addition, rescission, release, amendment or waiver of this Agreement and no approval, consent or authorization required by any provision of this Agreement may be made except by a written agreement subscribed to by authorized signatories of the Subfranchisor and Franchisee.

41. ACKNOWLEDGMENTS

41.1 Business Risk; No Financial Projections

Franchisee acknowledges that it has conducted an independent investigation of the EXIT System and recognizes that the business venture contemplated by this Agreement involves business and economic risks and that the success of the franchise will be primarily dependent upon the personal efforts of Franchisee,

its management and its employees. Subfranchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross revenues, income, profits, expense or the financial or business success of the Franchise.

41.2. No Income or Refund Warranties

Franchisee acknowledges that Subfranchisor does not warrant or guaranty that: (i) Franchisee will derive income from the Franchise Business; or (ii) Subfranchisor will refund all or any part of the price paid for Franchisee's real estate office, or repurchase any of the products, merchandise, furniture, fixtures, equipment, supplies or chattels supplied by Subfranchisor or an Approved Supplier if Franchisee is unsatisfied with the franchise business.

41.3. Other Franchisees

Franchisee acknowledges that other franchisees have or will be granted Franchise Agreements by Subfranchisor at different times and in different situations, and further acknowledges that the terms and conditions of such Franchise Agreements may vary substantially in form and substance from those contained in this Agreement.

41.4. Receipt of Franchise Agreement and Disclosure Document

Franchisee acknowledges that it received a copy of this Agreement with all material blanks fully completed at least seven (7) days prior to the date that this Agreement was executed by Franchisee. Franchisee further acknowledges that it received a copy of Subfranchisor's Disclosure Document at least fourteen (14) days prior to the date on which this Agreement was executed by Franchisee.

42. LEGAL REPRESENTATION

Franchisee acknowledges that this Agreement constitutes a legal document which grants certain rights to and imposes certain obligations upon Franchisee. Franchisee was advised by Subfranchisor to consult an attorney or other advisor prior to the execution of this Agreement, to review the Subfranchisor's Disclosure Document; to review this Agreement in detail; to review all other legal documents; to review the economics, operations and other business aspects of the real estate office; to determine compliance with franchising and other applicable laws; to advise Franchisee about all federal, state and local laws, rules, ordinances, special regulations and statutes that may apply to Franchisee's real estate office; and to advise Franchisee about its economic risks, liabilities, obligations and rights under this Agreement.

Franchisee acknowledges that Subfranchisor has strongly recommended that Franchisee should retain legal counsel to review this Agreement and the Subfranchisor's Disclosure Document, including Subfranchisor's financial statements, leases, contracts, and other documents relating to the EXIT System, and to advise Franchisee as to the terms and conditions of this Agreement and the potential economic benefits and risks of loss relating to this Agreement and the real estate office.

The name of Franchisee's attorney or other advisor is:

Name:_____

Name of Firm:_____

Address:_____

City, State, Zip Code:_____

Telephone Number: (_____) _____

43. DEFINITIONS

In addition to the definitions set forth throughout this Agreement, the words and phrases set forth below shall have the following meanings:

(A) *Agreement*: "Agreement" or "this Agreement" means this Franchise Agreement executed between Subfranchisor and Franchisee.

(B) *Approved Supplier*: "Approved Supplier" means any supplier or vendor of various goods and/or services that are required or permitted to be utilized by Franchisee in the operation of the Franchise, which supplier or vendor has been approved by Subfranchisor and has signed EXIT's Approved Supplier Agreement or a Limited Supplier Agreement.

(C) *Continuing Fees*: "Continuing Fees" means the fees and dues paid by Franchisee pursuant to the EXIT Formula including the MEMO fees outlined in section 9.14 of the Franchise Agreement.

(D) EXIT Associate: "EXIT Associate" means all subfranchisors, franchisees, sales representatives or non-licensed persons under written contract with a Franchise, Subfranchise or EXIT. It is important that all EXIT Associates who maintain multiple roles within the EXIT System identify which role represents their "primary" role on appropriate EXIT documentation.

(E) *EXIT Formula*: "EXIT Formula" means the system of fees and dues described in Schedule 2 attached to this Agreement.

(F) *EXIT System or System*: "EXIT System" or "System" means the composite of elements designed to enable all EXIT franchisees and subfranchisors within the system to benefit from brand name identification in market competition, and includes Subfranchisor, the network of all subfranchisors; the network of all franchisees and all offices of franchisees; Broker Councils (as that term is defined in the Franchise Agreement); the Training Manuals; the Proprietary Marks; national and local advertising programs promoting EXIT System and Proprietary Marks; the training and other programs and meetings, written and other materials, standards, specifications, methods, techniques and procedures utilized in operating a subfranchisor business or a franchise office; and such other elements as EXIT may, from time to time, designate as additions or modifications to the EXIT System.

(G) *Franchise Agreement*: "Franchise Agreement" means that agreement between Subfranchisor and Franchisee, which grants to Franchisee the right to use and be a part of the EXIT System, as amended from time to time.

(H) *Opened for Business*: Franchisee shall be deemed to be "Opened for Business" at such time as Franchisee is operating the business franchised by this Agreement by making use of any of the EXIT marks licensed hereunder in any media, on business cards, by telephone, or by transacting any business under their EXIT trademark or by maintaining an office within the Protected Territory.

(I) *Permanent Disability or Permanently Disabled*: "Permanent Disability" or "Permanently Disabled" means a mental or physical disability which precludes the individual from performing material and substantial duties of his or her employment, as reasonably determined by Subfranchisor. Payment of benefits for Permanent Disability under a disability insurance policy shall be conclusive as to the existence of the Permanent Disability, although such payments are not required in order to establish Permanent Disability for purposes of this Agreement.

(J) *Proprietary Marks*: "Proprietary Marks" means the trade names, trademarks, service marks, logos, emblems, and signs, including improvements and modifications, which are adopted and used by EXIT as part of the EXIT System which are designated as confidential, and confidential programs, materials, and information which are part of the System.

(K) *Protected Territory*: The geographical area as shown on Schedule 3 attached hereto within which Franchisee has the sole right to establish a brokerage office or offices using the EXIT name and the System in accordance with the guidelines established by the EXIT and Subfranchisor.

(L) *Sales Representative*: "Sales Representative" means an individual that has been issued a real estate license (broker, salesperson or other similar license that enables the individual, for commission, money or other thing of value, to negotiate or offer or attempt to negotiate a sale, exchange, purchase or rental of an interest or estate in real estate) who is retained by the Franchisee to perform any act authorized by the license, whose primary role as a Sales Representative is on behalf of the Franchisee and who closes at least two (2) real estate transactions for the Franchisee during the calendar year.

(M) *Training Manuals*: "Training Manuals" means any and all EXIT manuals containing standards, specifications, policies, procedures, and operating requirements, and other communications concerning the operation and functioning of the EXIT System which shall be issued by EXIT from time to time. Specific Training Manuals may be added, amended, replaced, consolidated, or terminated from time to time at the exclusive option of EXIT.

44. PERSONAL EFFORT ACKNOWLEDGMENT

Franchisee acknowledges that the success of the operation by Franchisee depends on the personal efforts of Franchisee, and Franchisee (or, if Franchisee is not an individual, Franchisee's President or Chief Executive) intends to devote its full time to the management of its franchise. Subfranchisor has not guaranteed any results to Franchisee and cannot, except under the terms of this Agreement, exercise control over Franchisee's business.

45. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together constitute one and the same instrument. This Agreement shall be combined when one or more of the counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected thereon as the signatories (including witness signatures). Execution and delivery of this Agreement by exchange of electronically scanned copies bearing the signature of a party shall constitute a valid and binding execution by that party. Electronically scanned copies shall constitute enforceable original documents.

(*Signature page follows*)

The parties have executed this Agreement as of the day and year first above written.

EXIT REALTY NEW YORK METRO, Subfranchisor

_____
Signature Print Name

Date:_____

[FRANCHISEE INDIVIDUAL OR ENTITY]

_____, Franchisee

_____
Signature Print Name

Date:_____

_____
Signature Print Name

Date:_____

(*Signature page to Franchise Agreement*)

FRANCHISEE ACKNOWLEDGMENTS

Franchisee acknowledges:

(1) That no financial projections or claims were made concerning this EXIT Realty Franchise opportunity.

(2) The undersigned received a copy of the Franchise Disclosure Document at least 14 days prior to today.

(3) The undersigned received a copy of this Franchise Agreement at least 7 days prior today.

[FRANCHISEE INDIVIDUAL OR ENTITY]

_____, Franchisee

By:_____
Signature of individual or authorized officer

_____
Print Name

Date:_____

B0724456

SCHEDULE 1
FRANCHISE INFORMATION

1.1 Entity Name: _____

1.2 EIN (Business Number): _____

1.3 Type of Organization (*e.g.*, corporation, partnership, LLC, LLP): _____

1.4 Trade Name: EXIT

1.5 State of Organization: _____

1.6 State that has issued Broker's License: _____ **(the "State")**

1.7 Fiscal Year End: _____

1.8 Principal Business Office:

_____

Street Address

_____ ( )

City State Zip Code Phone

EMAIL _____

1.9 Location of Business Records (if different):

_____

Street Address

_____ ( )

City State Zip Code Phone

1.10 Principal Officers and Directors and Shareholders

Name	**Title**	**Ownership Percentage**
_____	_____	_____
_____	_____	_____

Franchisees hereby confirm the accuracy and validity of the ownership breakdown as indicated above for the entity for which the Franchise Agreement is under.

If franchisee is an entity, Regional Owner has been or will be provided with the articles of incorporation/organization as well as evidence of the ownership breakdown in either the form of share certificates or the resolution page.

Subfranchisor Signature: _____

2.0 Authorized Domain Name: _____

SCHEDULE 2
EXIT FORMULA

THE EXIT FORMULA

(U.S. Revision Effective-04.04.22)

1. Franchisor

EXIT Realty Corp. International ("EXIT") is the Franchisor. EXIT provides centralized control over all EXIT Subfranchises and Franchises with regard to the establishment and enforcement of all policies, procedures, standards, and business insight of EXIT. EXIT is not a real estate brokerage and does not belong to any real estate board.

2. Sales Representatives and EXIT Associates

Sales Representatives mean all licensed real estate salespersons and brokers performing services as an employee or independent contractor for an EXIT Franchise.

EXIT Associates mean all Subfranchisors, Franchisees, and Sales Representatives, as well as all non-licensed persons under written contract with a Franchise, Subfranchise or EXIT who have met the requirements outlined in section 9.d}, below.

It is important that all EXIT Associates who maintain multiple roles within the EXIT System identify the role which represents their "primary" role, as described in Section 9.q) below, on appropriate EXIT documentation.

3. Effective Date

The Effective Date for Sales Representatives is defined as the date that (1) the Sales Representative's license is formally transferred under Franchise's Real Estate Broker's License, (2) the Sales Representative has executed a Sales Representative's Agreement which has been approved by EXIT, and (3) the EXIT Associate Profile (described in Section 9.f)) below) has been completed.

The Effective Date for all other EXIT Associates is defined as the date that (1) a written contract is executed with a Franchise, Subfranchise or EXIT, and (2) execution of the online EXIT Associate Profile.

The signing of the contract, the transfer of the real estate license and completion of the Associate Profile (see Section 9.f) below) are prerequisites to generate the remuneration package outlined in this document. EXIT Associates may not make use of the EXIT trade name or any other proprietary marks of EXIT, on business cards, signage or in any published media until these prerequisites have been met.

4. Annual Membership

a) Each EXIT Associate shall pay to EXIT an Annual Membership of $375.00. The Annual Membership is non-refundable and is due and payable on the Effective Date of the Sales Representative's Agreement or the date the person becomes a part of the EXIT System, as applicable, and on each July 1st thereafter. The Annual Membership for the first year shall be prorated based on the number of days to the following July 1st.

b) Loyalty Discount- Each EXIT Associate who at the time of membership renewal has been in the EXIT system for 5 years or longer (paid Annual Membership dues for 5 continuous years or longer) will receive a loyalty discount toward his/her Annual Membership. The discounts are calculated in 5-year increments of 5% each. For example:

i) Over 5 years but less than 1O years with EXIT, Associate will receive a 5% discount of $18.75;

ii) Over 10 years but less than 15 years with EXIT, Associate will receive a 10% discount of $37.50;

iii) Over 15 years but less than 20 years with EXIT, Associate will receive a 15% discount of $56.25;

iv) Over 20 years but less than 25 years with EXIT, Associate will receive a 20% discount of $75.00.

v) Over 25 years but less than 30 years with EXIT, Associate will receive a 25% discount of $93.75.

This loyalty discount will continue for each 5-year increment Associate is with EXIT.

c) The payment of the Annual Membership is an absolute prerequisite for the receiving of any and all EXIT Sponsoring Bonuses, Retirement Benefits and awards and to ensure a presence on the EXIT website as well as access to EXIT resources. The Franchisor reserves the right to deduct the Annual Membership from said payments whenever necessary.

d) Franchises are responsible for the payment and collection of the Annual Membership from EXIT Associates. Franchise shall pay the Annual Membership to EXIT immediately upon the date that the new Sales Representative or EXIT Associate Agreement is signed and upon the annual renewal date of July 1st. Payment shall be by electronic funds transfer or by Franchise's check. Annual Membership payable on the July P1 renewal date may also be paid online directly by EXIT associates by VISA® or MasterCard®. Personal checks will not be accepted.

e) Any amount not paid by the seventh (7th) day after its due date shall be charged a late fee of $50.

5. Commissions

Commission is defined as all revenues (percentage or flat fees) earned in relation to the sale, lease or exchange of real property or any transaction processed through the Franchise.

The standard commission structure for a Sales Representative is as follows:

a) 70% of the first $100,000 of all gross commissions per calendar year (pro-rated in the first calendar year) earned and received by the Franchise from transactions generated by a Sales Representative, are paid to the respective Sales Representative by the Franchise.

b) 90% of all gross commissions in excess of $100,000 per calendar year (pro-rated in the first calendar year) earned and received by the Franchise from transactions generated by a Sales Representative, are paid by the Franchise to the Sales Representative for the remainder of the calendar year.

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These payments are due immediately upon the finalization of each transaction.

6. Transaction Fees

Every sales or leasing transaction involves two "Transaction Sides", a "Selling Side" and a "Buying Side". Each "Transaction Side" is subject to the following Transaction Fees, payable to EXIT immediately upon the finalization of each transaction:

a) Transaction Fees (Residential)

Each Transaction Side is subject to a Transaction Fee as follows:

i) The Transaction Fees payable on residential Transaction Sides generating a gross commission to the Franchise of $2,000 or less ("Minimum Commissions") shall be $50.

ii) The Transaction Fees payable on residential Transaction Sides generating a gross commission to the Franchise of between $2,000.01 to $3,500 shall be $150.

iii) The Transaction Fees payable on residential Transaction Sides generating a gross commission to the Franchise of $3,500.01 or more shall be $225.

b) Transaction Fees (Industrial, Commercial and Investment)

A transaction shall be deemed to be an industrial, commercial or investment (hereinafter referred to as "ICI") transaction if it is in accordance with the real estate board where the Franchise is registered and shall be subject to the following:

i) ICI Fee Units. A system of "Fee Units" shall be calculated to determine the Transaction Fees in ICI transactions. "Fee Units" are calculated by dividing the gross commission earned by the Franchise per Transaction Side by a factor of 5,000 (rounded to the nearest 1/100th of a unit). For example, if the gross commission earned is $61,250.00, 12.25 Fee Units are generated and 12.25 Transaction Sides will be recorded for the purposes of awards calculations.

ii) Transaction Fees (ICI). Each ICI Fee Unit is subject to a Transaction Fee of $225 per Fee Unit.

c) Partial Commissions

All Transaction Fees for commissions on residential or ICI properties that are paid in installments, either before or after the closing date of the transaction, will be calculated in the same manner as ICI transactions. For example, each installment of commission will be entered into EXIT's computer reporting system separately and the Transaction Fee will be calculated using the same formula that is used for ICI transactions.

d) Referrals

All Transaction Fees that pertain to referral commissions shall be treated in the same manner as a standard sale or lease or ICI transaction except in the case of referrals between EXIT offices. The Transaction Fees that pertain to referral commissions between EXIT offices shall be split in direct proportion to the percentage of commission earned. For example, the office that receives 25% of the side pays 25% of the Transaction Fee.

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e) **Appraisals, Letters of Opinion and Nominal Commissions**

Nominal commissions of $200.00 or less, or appraisals and letters of opinion are not subject to Transaction Fees nor are they included in the tabulation of awards.

f) **Payment**

Transaction Fees are payable by Franchise to Subfranchise and EXIT. Transaction Fees are payable at the finalization of the Transaction Side and are deducted from the Sales Representative's portion of the commission.

A portion of each Transaction Fee is allocated as follows:

	$225 Fee	$150 Fee	$50 Fee
U.S. Advertising Fund	$54.00	$36.00	$12.00
U.S. Creative Fund	$ 7.50	$ 5.00	$ 1.67
U.S. Administrative Bonus Fund	$ 7.50	$ 5.00	$ 1.67
U.S. Charitable Fund	$ 7.50	$ 5.00	$ 1.67

These allocations are pro-rated for ICI Transactions and for partial commissions. The balance of each Transaction Fee shall be divided between the Subfranchisor and EXIT in the same proportion that Transaction Fees are divided as provided in the Subfranchise Agreement between the Subfranchisor and EXIT.

The maximum Transaction Fees paid per calendar year per Sales Representative is $2,700 (pro-rated in the first calendar year).

7. Regional Development Fees

The Regional Development Fee is a fee used for the regional growth and development through advertising and promotion only within the Subfranchise region in which it is generated. Each Transaction Side is subject to the following Regional Development Fees payable to EXIT immediately upon the finalization of each transaction:

a) **Regional Development Fees (Residential)**

Each Transaction Side is subject to a Regional Development Fee of $35. However, minimum commission residential transactions generating a gross commission of $2,000 or less will not be subject to a Regional Development Fee.

b) **Regional Development Fees (Industrial, Commercial and Investment)**

Each ICI Fee Unit (as identified in 6.b) i) above) is subject to a Regional Development Fee of $35 and will be pro-rated for partial Fee Units.

c) **Partial Commissions**

All Regional Development Fees for commissions on residential or ICI properties that are paid in installments either before or after the closing date of the transaction will be calculated in the same manner as ICI transactions. For example, each installment of commission will be entered into EXIT's computer reporting system separately and the Regional Development Fee will be calculated using the same formula that is used for ICI transactions.

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d) **Referrals**

All Regional Development Fees that pertain to referral commissions shall be treated in the same manner as a standard sale or lease or ICI transaction except in the case of referrals between EXIT offices. The Regional Development Fees that pertain to referral commissions between EXIT offices shall be split in direct proportion to the percentage of commission earned. For example, the office that receives 25% of the side pays 25% of the Regional Development Fee.

e) **Appraisals, Letters of Opinion and Nominal Commissions**

Nominal commissions of $200 or less, or appraisals and letters of opinion are not subject to Regional Development Fees.

f) **Payment**

Regional Development Fees are payable by Franchise to EXIT. Regional Development Fees are payable at the finalization of the Transaction Side and are deducted from the Sales Representative's portion of the commission.

The maximum Regional Development Fees paid per calendar year per Sales Representative is $500 (pro-rated in the first calendar year).

8. Company Development Fee

a) Franchise shall pay EXIT a Company Development Fee of ten percent (10%) of the first $100,000 of gross commissions per calendar year earned and received by the Franchise for transactions generated by each Sales Representative, including the Broker and Franchisee. The maximum Company Development Fee per calendar year per Sales Representative is $10,000 (pro-rated in the first calendar year).

b) The Company Development Fee shall be paid by Franchise to EXIT at the finalization of each Transaction Side via electronic funds transfer. All Company Development Fees shall be deposited into a designated trust account by EXIT upon receipt.

c) Nominal commissions of $200 or less, or appraisals and letters of opinion are not subject to Company Development Fees.

9. Sponsoring Bonus

a) The introduction of a person ("Recruit") to the EXIT System, who is subsequently hired by a Franchise as an EXIT Associate, is a process known as "Sponsoring."

b) Franchisees control the actual hiring of Sales Representatives. Every effort should be made by Franchisees to develop a high-quality sales force to assist the public in the sale and purchase of real estate in an ethical and business-like manner. The Sponsoring process is intended to assist Franchisees in attracting this type of high quality work force.

c) A Sponsoring Bonus is paid to the person or persons responsible for the introduction that results in the recruitment of a new Sales Representative into the EXIT System (the "Sponsor"). Each EXIT Associate is eligible to receive a Sponsoring Bonus for Sponsoring equal to 10% of the gross commissions generated by the Recruit.

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d) All non-licensed persons under written contract with a Franchisee, a Subfranchisor or EXIT are required to virtually attend and successfully complete EXIT's E-Boss online training course before being eligible to participate in EXIT's Sponsoring program.

e) The Sponsoring Bonus is paid by EXIT up to a maximum of $10,000 per Recruit per calendar year (pro-rated in the first calendar year), less applicable Sponsoring Bonus Fees (defined in subsection 9.m) below).

f) It is mandatory that each Sales Representative be sponsored into the EXIT System. Sales Representatives cannot be designated as their own Sponsor nor can two Sales Representatives sponsor each other. The Sponsorship must be acknowledged and verified by each Recruit, in a manner satisfactory to EXIT via EXIT's online "EXIT Associate Profile".

g) In the event that a Recruit is introduced to the EXIT System by two Sponsors, then the Sponsoring Bonus will be split evenly between the Sponsors. A Recruit cannot be sponsored into the EXIT System by more than two Sponsors.

h) EXIT Franchises may be designated as the Sponsor for a Recruit. (For the purposes of awards recognition only. the Franchise Sponsor shall name the individual(s) responsible for the introduction of the Recruit.) All other Sponsoring Bonuses will be payable to an individual Sponsor, unless the Sponsor signs a direction that their Sponsoring Bonuses be paid to a U.S. or Canadian legal entity of which they (including the interests of their spouse) owns the controlling voting and equity interests. In order for this redirection to be effective, documents acceptable to EXIT must be provided verifying the Sponsor's interest in the entity. A Sponsor cannot redirect their Sponsoring Bonuses to more than one legal entity. Unless a beneficiary has been designated, as provided in Section 11(a) below, payment of the Sponsoring Bonuses to the redirected legal entity shall end upon the Sponsor's death.

i) EXIT, as Franchisor, is responsible for the payment of all Sponsoring Bonuses throughout the entire EXIT System. Sponsoring Bonuses for all EXIT Associates will be made payable by electronic funds transfer (whenever possible) to the Sponsor.

j) The Sponsoring Bonus is paid by EXIT within seven days after the Company Development Fee designated for the same Recruit is received by EXIT electronically. In the rare event that the Company Development Fee is not received electronically or the associate has not elected to receive the Sponsoring Bonus electronically, the corresponding Sponsoring Bonus will be paid out within 30 days.

k) Sponsoring Bonuses are calculated and paid out in the currency of the country in which the transaction is finalized.

l) Sponsoring Bonuses are not part of any transaction record sheet and do not pertain to any trade or sale of real estate. Sponsoring Bonuses are never paid by Subfranchisors, Franchisees or Sales Representatives. This is the full responsibility of EXIT.

m) Each Sponsoring Bonus is subject to a Sponsoring Bonus Fee of 10% of the Sponsoring Bonus per Transaction Side in a Residential Transaction to a maximum of $75 per Transaction Side. The Sponsoring Bonus Fee for ICI Transactions will be calculated at $75 per Fee Unit. Sponsoring Bonus Fees for referrals between EXIT Offices will be pro-rated in the same manner as outlined in Section 6.d) above. In the event of the death of the Sponsor, an additional administration fee of $35 will be deducted from each Sponsoring Bonus prior to disbursement. The Sponsoring Bonus Fee shall cease each calendar year once the sponsored Sales Representative generates $100,000 of gross commissions for

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their Franchise(s) in that calendar year (pro-rated in the first calendar year). The Sponsoring Bonus Fee is deducted by EXIT prior to disbursement of the Sponsoring Bonus.

n) The Franchise with whom the Recruit is registered should be named the Sponsor if no Sponsor has been provided and acknowledged, in writing, by the Recruit.

o) Sponsoring Bonuses will be paid for Sponsoring throughout the entire EXIT System. Franchisees, Subfranchisors and EXIT agree to honor the payment of all Sponsoring Bonuses in accordance with this Formula.

p) This bonus structure will continue for as long as both the Sponsor and the Recruit remain licensed and/or employed within the EXIT System, or until the Sponsor or Recruit enters the EXIT Part-time and Retirement Program (explained in Section 10. below) or the EXIT Beneficiary Program (explained in Section 11. below).

q) In the event that a Sponsor leaves the EXIT System, the Sponsor loses all rights to any Sponsoring Bonuses, unless the Sponsor returns to the EXIT System within 30 days of departure. For any Recruits the Sponsor sponsored into the EXIT System prior to the Sponsor's departure, the Sponsoring Bonuses accruing subsequent to the Sponsor's departure will be redirected to the primary role Franchise or Subfranchise most recently under written contract with the Sponsor for at least 90 days prior to the time of departure or, if the Franchise no longer exists, to the Subfranchise. For purposes of the EXIT Formula, the "primary role" Franchise or Subfranchise will be designated by the Sponsor/EXIT Associate, if there is more than one role performed by the Sponsor.

r) Should a Recruit return to the EXIT System within two years of departure, then the named Sponsor at the time of the Recruit's termination will, upon reinstatement of the Recruit, be entitled to receive the Sponsoring Bonus for this Recruit. If the Sponsor is no longer in the EXIT system, or has lost their sponsorship due to circumstances outlined in 9(q), then the EXIT Franchise that held the Sponsor's license, or employed the Sponsor at the time of departure, will immediately become the Sponsor or, if the Franchise no longer exists, the Subfranchise of that Franchise will become the Sponsor.

s) Should a former EXIT Associate return to the EXIT System after an absence of more than two years, the returning EXIT Associate will be processed as a new EXIT Associate.

10. EXIT Part-time and Retirement Program

a) All EXIT Associates are automatically eligible to receive Sponsoring Bonuses at the rate of 10% until December 31st of the year in which the EXIT Associate joins EXIT. For those EXIT Associates who join after October 1st, the 10% eligibility will continue for the remainder of the calendar year in which the EXIT Associate joins EXIT, and for the entire calendar year following.

b) If the EXIT Associate does not close a minimum of eight Transaction Sides or earn at least $40,000 in gross closed commissions per calendar year (pro-rated in the first year and extended as noted in Section 10.a) above for those EXIT Associates who join after October 1st), the EXIT Associate shall be designated "part-time" for the following calendar year. (This minimum sales production does not apply to Franchisees or Subfranchisors.)

c) An EXIT Associate may "retire" from the real estate business entirely and continue to receive Sponsoring Bonuses by signing an Affidavit stating that they will not work in any capacity for a competing real estate company. The EXIT Associate will continue to be affiliated with EXIT under the umbrella of the Franchise or Subfranchise that formerly held

_____
Initial

the EXIT Associate's license or contract, with the approval of the Franchisee or Subfranchise.

d) If an EXIT Associate becomes "part-time" or "retires", any Sponsoring Bonuses payable to the EXIT Associate (Sponsor) shall automatically be reduced from the equivalent of 10% to 7% of the gross commissions generated by the Recruit to a maximum of $7,000 per Recruit per calendar year, less Sponsoring Bonus Fees (defined in Section 9.m) above). The other 3% shall be paid to the "primary role" Franchise or Subfranchise with whom the Sponsor is under contract or for whom the Sponsor worked at the time of retirement or, if the Franchise no longer exists, to the Subfranchise. The Sponsoring Bonus shall be paid out by EXIT by electronic funds transfer directly to the Sponsor or by check, sent in care of the Franchise for whom the retired Sponsor last worked or was last registered prior to retirement, or to the Franchise or Subfranchise that holds the contract for the part-time EXIT Associate.

e) The Sponsoring Bonus will be restored to the 10% level immediately upon the finalization of the 8th Transaction Side or $40,000 in gross closed commissions in the current calendar year by the Sales Representative. Restoration is not retroactive.

f) A retired or part-time EXIT Associate may continue to sponsor more Recruits into the EXIT System.

11. EXIT Beneficiary Program

a) Sponsors may select a beneficiary to receive the Sponsoring Bonuses upon the death of the Sponsor. Beneficiary designation shall be in writing on documentation supplied or approved by EXIT and must be delivered to EXIT prior to the Sponsor's death. The designated beneficiary may be an individual, or a trust. The Sponsoring Bonuses shall end upon the death of the Sponsor if a beneficiary has not been designated. If an individual beneficiary has been designated, the Sponsoring Bonuses shall end upon the death of the beneficiary.

b) Upon the death of a Sponsor, the Sponsoring Bonuses shall be payable to the Sponsor's designated beneficiary and shall automatically be reduced from an amount equivalent to 10% to 5% of the gross commissions generated by the Recruit, to a maximum of $5,000 per Recruit per calendar year, less Sponsoring Bonus Fees (defined in Section 9.m) above). The remaining 5% shall be paid to the "primary role" Franchise that held the Sponsor's license or, if the Sponsor was not a licensed Sales Representative, to the Franchise for whom the Sponsor worked at the time of the Sponsor's death or, if the Franchise no longer exists, to the Subfranchise.

12. Data Transfer and Access

All Multiple and exclusive listings, all transaction record sheet data, all information pertaining to license transfers for recruitment and termination of EXIT Associates and all current information pertaining to retired EXIT Associates (collectively, "Business Information") will be transferred to EXIT by Franchise immediately upon execution, via a specified computer reporting system made available by EXIT currently known as MEMO. The payment details entered into the MEMO system must agree with the payment details that are reported to government tax agencies.

13. The EXIT Referral System

a) It is recommended that the commission split for EXIT referrals remain uniform. The standard rate of commission to be paid for an EXIT listing referral is 40% of the listing

_____
Initial

commission received. The standard rate of commission to be paid for an EXIT buyer referral is 25% of the selling commission received. All referrals must be confirmed in writing on documentation supplied or approved by EXIT.

b) Should a transaction be a referral whereby a portion of the commission is payable on closing to another Sales Representative, then all pertinent data must be submitted to the Franchise prior to the finalization of the Transaction Record Sheet.

14. Non-competition

As a condition to receiving Sponsoring Bonuses, the EXIT Associate shall not work (directly or indirectly) for any business that is in any way competitive with the business conducted by EXIT or EXIT Franchise, as determined in the sole discretion of EXIT. If the EXIT Associate becomes licensed with or provides services to (whether directly or indirectly) a competing real estate company during the same time that they are licensed with or providing services for an EXIT office and if the competing arrangement continues for 30 days, as determined in the sole discretion of EXIT, the Sponsoring Bonuses accruing subsequent to the EXIT Associate's commencement of the competing arrangement and all Recruits of that EXIT Associate will be redirected to the primary role Franchise or Subfranchisor most recently under written contract with the EXIT Associate for at least 90 days prior to the action, or if the Franchise no longer exists, to the Subfranchise.

15. Commission Account

Franchises must establish and operate a Commission Account, subject to state approval, which shall be separate and distinct from the escrow account. The Commission Account is for the purpose of receiving and disbursing all commission monies generated from Real Estate Transactions and all disbursements to EXIT and Subfranchise.

16. Modifications to the EXIT Formula

It is understood that this EXIT Formula may not be changed or modified in any way without the prior express written permission of EXIT. EXIT reserves the right to modify this EXIT Formula and may increase the Annual Membership and fees up to 7% per year. If EXIT increases any amounts less than 7%, the unused portion may be carried over to subsequent years. Any modification shall become effective upon notice to all Subfranchisors and Franchisees. It shall be Franchisee's obligation to notify its Sales Representatives and employees of modifications in the EXIT Formula.

17. Currency

Except as provided in Section 9.k) above, all amounts described in the EXIT Formula are in U.S. Dollars.

THIS FORMULA MUST FORM PART OF EACH EXIT CONTRACT FOR ALL EXIT ASSOCIATES AND REVISIONS TO THIS FORMULA MUST BE PROVIDED TO EACH EXIT ASSOCIATE IN A TIMELY MANNER.

_____
Initial

SCHEDULE 3
DESCRIPTION OF PROTECTED TERRITORY

1. The following information is deemed a part of the EXIT Realty Corp. Franchise Agreement between Subfranchisor and the party identified below dated _____, 20___.

2. The name of this territory is _____.

3. The grid population for this territory is _____ making this a _____type grid (low or high density. Please indicate)

4. The minimum office space requirement shall be:

   a) Low density – 1,000 square feet
   b) High density – 1,500 square feet

5. The geographical boundaries of the Territory are as indicated on the map attached to this page. The Territory is further described as follows:

[COMPLETE THE GEOGRAPHICAL DESCRIPTION IN DETAIL AND INCLUDE A MAP OF THE PROTECTED TERRITORY]

JOSVLA INC. dba **EXIT REALTY NEW YORK METRO,** SUBFRANCHISOR

By:_____

Date:_____

[PRINT name of individual or entity], FRANCHISEE

_____
Signature of individual or officer

_____
Print Name

_____
Signature of individual or officer

_____
Print Name

Date:_____

SCHEDULE 4
GUARANTY AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

For good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally ("Guarantor" whether one or more) guarantee payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement dated **[insert date from page 1]**_____, _____, by and between Josvla Inc. d/b/a EXIT Realty New York Metro as Subfranchisor ("Subfranchisor") and **[insert FRANCHISEE information from page 1 _____]** as Franchisee ("Franchisee") (the "Franchise Agreement"), to be paid, kept and performed by Franchisee.

Guarantor agrees to be bound by each and every condition and term contained in the Franchise Agreement and agree that this Guaranty should be construed as though the undersigned and each of them executed an Agreement containing the identical terms and conditions of the Franchise Agreement, including, but not limited to, the covenant not to compete provisions contained in Section 21 of the Franchise Agreement.

Guarantor guarantees payment of all amounts due EXIT or any of its subsidiaries or affiliates.

The provisions, covenants, and conditions of this Guaranty will inure to the benefit of the successors and assigns of Franchisor.

Guarantor's obligations under this Guaranty shall be binding upon Guarantor and its respective successors and assigns and shall remain in full force and effect irrespective of:

1. The validity or enforceability of the Franchise Agreement;
2. Any failure or lack of diligence in collection of any amounts due under the terms of the Franchise Agreement;
3. The acceptance of any security or other guaranty, the extension of any credit or amendments, modifications, consents or waivers with respect to the Franchise Agreement;
4. Any defense that the Franchisee or any other person or entity might have by reason of any action in bankruptcy or other statutory or common law proceedings for debtor relief by Franchisee or any other Guarantor;
5. Any legal or equitable principle of marshaling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors; and
6. Any act or failure to act with regard to the Franchise Agreement which might vary the risk of the undersigned.

Subfranchisor shall have no obligation to resort in any manner or form for payment from Franchisee or to any other person, firm or entity, their properties or assets or to any security, property or other rights or remedies whatsoever and Franchisor shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking to resort to or realization on or upon any of the foregoing remedies.

Guarantor agrees to pay Subfranchisor and EXIT and their respective subsidiaries and affiliates, upon demand, all legal and other costs, expenses and fees at any time paid or incurred by each of them in endeavoring to collect any amounts due pursuant to the Franchise Agreement or to

realize upon this Guaranty or to enforce any right under the Franchise Agreement or this Guaranty. This Guaranty is a guaranty of performance and payment and not a guaranty of collection.

GUARANTOR

By: _____

_____

Address

_____

City/State/Zip Code

_____

Telephone

SCHEDULE 5
ASSOCIATE PROFILE

B1155289

ASSOCIATE PROFILE

NEW ASSOCIATE INFORMATION

EXIT Roster Code _____(Assigned by Head Office)

Date of Birth: (m) _____(d) _____(y) _____

Full Name: _____

- ❑ Sales Representative
- ❑ Associate Broker
- ❑ Franchisee
- ❑ Broker of Record
- ❑ Regional Owner
- ❑ Regional Director
- ❑ Management
- ❑ Unlicensed Associate

Res. Address: _____

City, Prov / State: _____, _____ P.Code/Zip: _____

Tel (___) _____-_____Cell (____) _____-_____Alternate (____) _____-_____

E-Mail Address _____URL_____

Please indicate the emails you would like to receive from EXIT Realty Corp. International:

☐ **Promotional** ☐ **Inspiration/Motivational** ☐ **Convention/Training** ☐ **News/Newsletters**

NOTE: By becoming an EXIT Associate, you are forming a business relationship with EXIT and by joining you acknowledge that from time to time you will receive important information from EXIT via email relating to this business relationship.

SSN/SIN#: _____R.E. License # : _____

R.E Expiration Date: _____Tax# (Canada) _____Year Licensed: _____

Previous Brokerage: _____Languages spoken other than English _____

BENEFICIARY INFORMATION *(OF NEW ASSOCIATE)*

<u>Only ONE beneficiary is permitted</u>. This may be an individual, or the designated trust of the associate. Please select the appropriate one below and complete the required fields.

☐ **INDIVIDUAL**

Name: _____SIN/SSN #: _____

Res. Address: _____

City/ Prov / State: _____, _____

P. Code / Zip:_____Tel: (___)_____- _____Relationship: _____

Email Address: _____

☐ **TRUST**

Please provide the name of your Attorney or other advisor.

Attorney Name: _____

Company: _____

Telephone: (_____) _____- _____EMAIL: _____

Trust Tax ID #: _____

Other Advisor: _____ Telephone: (____) _____-_____

ASSOCIATE PROFILE

ACKNOWLEDGEMENT

EXIT Roster Code _____(assigned by Head Office)

New Associate's Name _____

Joining EXIT _____Franchise Code _____
(Name the Franchise or Region now being joined by the New EXIT Associate)

Start Date with EXIT _____
NOTE: Annual membership is based on the start date indicated on this Associate Profile.

The person(s) named below are responsible for my joining the EXIT system. **(Please consider this question carefully as your decision is irrevocable):**

SPONSOR #1	**SPONSOR #2**
I.D. Code: _____ Associate Roster or Franchise/Region Code	I.D. Code: _____ Associate Roster or Franchise/Region Code
Full Name: _____	Full Name: _____
Contracted and in good standing with EXIT Realty: _____	Contracted and in good standing with EXIT Realty: _____

PLEASE DRAW AN "X" THROUGH SPONSOR #2 IF NOT APPLICABLE.

I _____ acknowledge that I have signed a contract with the above-noted franchise and the EXIT Formula forms part of that contract. I acknowledge that I have read and understand the EXIT Formula and acknowledge that during the term of my contract I will be bound by updated versions of the EXIT Formula. I consent to EXIT's release of the New Associate Information within the EXIT system, and to financial institutions or third party providers EXIT selects to assist it in administering EXIT's retirement, employee benefits, payroll and agent compensation functions. I acknowledge that my personal and confidential information has been entered online into the EXIT System and is complete, accurate and true, and that the information provided on this form is accurate and true.

Signed at _____(City) this _____(Day) day of _____(Month), 202__.

_____ Name of New Associate (Printed)

_____ Signature of New Associate

_____ Name of Franchisee / Regional Owner

_____ Signature of Franchisee/Regional Owner

_____ Name of Sponsor #1 (Printed)

_____ Signature of Sponsor #1

_____ Name of Sponsor #2 (Printed)

_____ Signature of Sponsor #2 (if applicable)

This information must first be entered into MEMO and the new associate will then be sent an email from records@exitrealty.com to confirm that the information entered is accurate.
They will then be activated upon their verification.

EXIT Realty Corp, International, 2345 Argentia Road, Suite 200, Mississauga, Ontario, Canada, L5N 8K4

EXHIBIT A-3
SALES REPRESENTATIVE AGREEMENT (SAMPLE)

WARNING

EXIT REALTY CORP. INTERNATIONAL

TO FRANCHISEES

1. The Attached EXIT U.S. Sales Representative Agreement is for example purposes only.

2. **SHOULD AN EXIT FRANCHISEE CHOOSE TO ADOPT THIS AGREEMENT, IT MUST BE REVIEWED AND APPROVED BY FRANCHISEE'S ATTORNEY FOR SUCH PURPOSES.**

3. EXIT Realty Corp. International ("EXIT") bears no responsibility for Agreements between the Franchisee and the Sales Representatives / Brokers.

4. EXIT retains absolute exclusive rights of the EXIT Formula attached as Schedule 1.

5. This cover page is for your reference only. Please remove it once you have created a customized generic template for your franchise.

6. Please make copies of the renewal page and ensure that your associates sign the renewal form annually upon their anniversary dates and ensure you provide them with a copy of the current EXIT Formula to review.

7. Once you have created a customized version for your office, please send a copy of your agreement to the Franchise Support department at support@exitrealty.com,

INSERT FRANCHISE NAME HERE

U.S. SALES REPRESENTATIVE AGREEMENT

between

(INSERT NAME OF EXIT SALES REPRESENTATIVE)

and

EXIT _____

Address: _____

U.S. SALES REPRESENTATIVE AGREEMENT

THIS U.S. SALES REPRESENTATIVE AGREEMENT (the "Agreement") is to be effective the _____ day of _____ 20____, by and between **EXIT** _____, ("EXIT **[Insert Trade Name]**"), located at _____, and _____, ("Sales Representative") residing at _____.

RECITALS

A. EXIT Realty Corp. International ("EXIT") owns the rights to a business format franchise system for providing high-quality real estate services to the general public (the "EXIT System"). EXIT has granted **EXIT Realty New York Metro** (the "Subfranchisor") the exclusive right to license the EXIT System and to enter into Franchise Agreements for specific geographic areas.

B. EXIT **[Trade Name]** is an independently owned and operated EXIT Franchise, having entered into an EXIT Franchise Agreement with Subfranchisor, and is operating a real estate brokerage business in this state at the above address.

C. Sales Representative has been issued a real estate (Sales Representative's/Broker's) license by this state and desires to enter into this Agreement with EXIT **[Trade Name]** in order to become an independent contractor real estate sales representative operating under EXIT **[Trade Name]**'s real estate brokerage business.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, it is agreed as follows:

1. INDEPENDENT CONTRACTOR STATUS

Sales Representative is retained by EXIT **[Trade Name]** as an independent contractor to provide real estate salesperson services to EXIT **[Trade Name]**'s clients and customers on behalf of EXIT **[Trade Name]** and under its supervision as the broker of record.

Sales Representative shall devote to EXIT **[Trade Name]** the portion of Representative's time, energy, effort and skill as Sales Representative sees fit to meet the minimum standards set forth by EXIT **[Trade Name]** and to establish Sales Representative's own endeavors to meet those standards. Sales Representative shall have operational control of Sales Representative's business and shall not have mandatory duties or responsibilities imposed upon it by EXIT **[Trade Name]**, except those required by state law and those specifically outlined in this Agreement, the intent of which is to ensure compliance with such laws and to ensure minimum standards of quality control consistent with the industry. Nothing contained in this Agreement shall be regarded as creating any relationship, such as joint venture, partnership or shareholder, between EXIT **[Trade Name]** and Sales Representative other than that of an independent contractor real estate agent.

Sales Representative acknowledges that as an independent contractor (non-employee) affiliated with EXIT **[Trade Name]**, Sales Representative is responsible for the payment of all Sales Representative's own federal income taxes and self-employment taxes (FICA) together with any and all corresponding state, county and local taxes, if any, and Sales Representative agrees to meet those responsibilities. Sales Representative waives any claims Sales Representative has or may have against EXIT **[Trade Name]** now or in the future related to taxes or the right of EXIT [Trade Name] not to withhold, pay or contribute to taxes on behalf of Sales Representative.

2. SALES REPRESENTATIVE RESPONSIBILITIES

a) General Responsibilities. Sales Representative may obtain listings and/or other real estate related service contracts, solicit purchasers and/or lessees for all types of interests in and to real estate or for related services. Any and all listings of real estate or of any interest in real estate and all other real estate related service contracts approved by EXIT **[Trade Name]** shall be taken in the name of EXIT **[Trade Name]**, which shall be the broker of record for all such transactions. Sales Representative shall immediately submit the listings and other real estate related service contracts to EXIT **[Trade Name]**, and they shall become and remain exclusive property of EXIT **[Trade Name]**.

b) Fees and Commissions. All fees and commissions earned in connection with the sale, lease or rental of real estate and any interest in or service related to real estate are made payable to EXIT **[Trade Name]**. The fees may be jointly shared by Sales Representative with one or more sales representatives under contract with EXIT **[Trade Name]** or with one or more cooperating real estate sales representatives or brokers not associated with EXIT **[Trade Name]**, as the parties may agree in writing, provided, however, Sales Representative shall promptly notify EXIT **[Trade Name]** in writing of the terms of the sharing arrangements. All payments of referral fees and shares of commission, shall be in compliance with applicable law, shall be made by EXIT **[Trade Name],** and all monies withheld for that purpose shall be withheld from commissions received by EXIT **[Trade Name]**.

c) Personal Expenses. Sales Representative shall be responsible for all personal expenses incurred in the course of or incidental to Sales Representative's business operations, including, but not limited to, automobile, travel, disability and other insurance, entertainment, food, lodging, license fees and dues, all income taxes, self-employment taxes, which result or may result from being licensed, engaged in the real estate business and/or associated with EXIT **[Trade Name]**. At or before the time this Agreement is signed, Sales Representative shall complete and deliver to EXIT **[Trade Name]** an IRS Form W-9.

d) Compliance with Laws. Sales Representative shall at all times comply with all laws, rules and regulations, including, but not limited to, those relating to real estate brokerage.

e) Quality Control. Sales Representative shall abide by the quality controls and safeguards established or enacted by EXIT **[Trade Name]**, Subfranchisor or EXIT, the intent of which is to ensure compliance with applicable laws and standards of the industry. Sales Representative agrees to do everything possible

and required to protect and maintain the highest ethical standards in the conduct of Sales Representative's real estate business. Sales Representative shall maintain Sales Representative's personal appearance and the appearance of Sales Representative's office in a clean and orderly manner. Sales Representative shall always maintain a professional profile on any web or social media sites. The Sales Representative shall provide dependable, efficient, courteous, high quality and professional real estate services to the public, of the same high quality and integrity as other brokers and sales representatives affiliated with EXIT **[Trade Name]**, in order to create and maintain goodwill among the public for the entire EXIT System. Sales Representative shall strictly observe the most current operating procedures established by EXIT **[Trade Name]**, Subfranchisor and EXIT from time to time.

f) Duty of Loyalty. Sales Representative shall act under a duty of loyalty in support and in furtherance of the EXIT System and shall maintain a proper attitude toward the public, EXIT **[Trade Name]** and EXIT **[Trade Name]** Sales Representatives. Sales Representative shall not engage in any acts or activities that may disrupt or discredit the EXIT System, its operations or EXIT **[Trade Name]**, or that may detract from or tend to undermine the growth of the EXIT **[Trade Name]** organization.

g) Restrictions on Subsequent Business Activity. Upon termination of this Agreement for any reason, Sales Representative shall immediately refrain from all representations, advertisements, actions and business activities that may mislead others to believe he or she is affiliated in any way with EXIT **[Trade Name]**. Sales Representative shall not adopt or use in connection with, or in the name of, any subsequent real estate business the term EXIT or any term confusingly similar to the term or any other term which may have the effect of creating confusion or question regarding his or her affiliation with the EXIT organization, including without limitation any name or term with the prefix "EX" or "IT".

h) Information and Confidential Information. As used in this Agreement, the term "Information" means all information used or compiled by Sales Representative and any other information written or oral made known to Sales Representative by or on behalf of EXIT **[Trade Name]** or any customer of EXIT **[Trade Name]**, including without limitation, all of the EXIT **[Trade Name]**'s financial information, employee lists and data, records and files, customer and prospective contact lists, requests for quotes, quotes, contracts of any nature, corporate procedures, sales plans, programs, materials, manuals, rosters, forms, brochures and other training, listing, sales and marketing materials of EXIT **[Trade Name]** and any information.

All Information shall be considered "Confidential Information," except Information which (i) was or becomes publicly known without disclosure by Sales Representative, or (ii) was or is acquired from a third party provided that the third party in providing the Information has not breached any agreement with, or acted in derogation of, any confidential relationship with EXIT **[Trade Name]** or EXIT.

i) Non-Disclosure of Confidential Information. Sales Representative agrees that he or she will not, either during the term of his or her relationship with EXIT **[Trade Name]** , and for a period of 1 year following termination of his or her relationship

with EXIT, divulge, disclose or communicate to any person or entity other than EXIT **[Trade Name]**, or use to the detriment of EXIT **[Trade Name]** or for the benefit of any other person or entity, or misuse in any other way, any Confidential Information. For any Confidential Information that consists of trade secrets, the non-disclosure obligations shall remain in effect so long as the Confidential Information continues to be treated as a trade secret under applicable law. Sales Representative shall exercise utmost diligence to protect and guard all Confidential Information of EXIT **[Trade Name]**.

j) License. The Sales Representative shall maintain a valid real estate broker's or sales representative's license under state law, as well as membership in good standing in the local Board of Realtors having jurisdiction over the office location of EXIT **[Trade Name]**. Sales Representative shall abide by all of the rules and regulations of each local Multiple Listing Service (MLS) in which EXIT **[Trade Name]** participates. Sales Representative shall abide by all national, state and local laws governing real estate transactions and the rules of ethical conduct established by the National Association of Realtors, local Board of Realtors, and any other real estate board having jurisdiction over Sales Representative.

As EXIT **[Trade Name]** will be the broker of record on all real estate transactions, consistent with the requirements of applicable law and industry standards, Sales Representative shall follow all procedures and use all disclosure statements, business contracts and other forms prescribed by EXIT **[Trade Name]**. Sales Representative shall maintain its real estate license with EXIT **[Trade Name]** and shall comply with all state real estate practice licensing requirements.

k) Insurance. Sales Representative shall acquire and maintain, at all times during the term of this Agreement, at Sales Representative's own expense, the following:

i) Automobile Liability Insurance to cover business use of Sales Representative's vehicle (which coverage may be added by Sales Representative to his or her existing automobile insurance policy) in the face amount of at least $1,000,000.00 combined single limit of liability; or bodily injury liability insurance having limits of at least $250,000.00 for any one person and $500,000.00 for more than one person arising of out a single accident, or higher amounts as required by state law.

ii) Errors and Omissions Coverage in an amount of at least $1,000,000.00. The insurance shall be structured to protect Sales Representative against any liability that may arise in connection with the operation of his or her business as a real estate sales representative. Sales Representative agrees to participate in errors and omission insurance whenever facilitated as group coverage by EXIT **[Trade Name]** and to maintain at representative's expense such coverage.

l) Turnover of Funds. All funds received by Sales Representative relating, directly or indirectly, to Sales Representative's responsibilities under this Agreement shall immediately be turned over and delivered to EXIT **[Trade Name]**. Sales Representative shall, in no circumstances, endorse or negotiate on behalf of EXIT **[Trade Name]**, any such check or instrument.

m) Sales Representative shall be responsible for the payment of the annual membership fee due each July 1st pursuant to the EXIT Formula. Sales Representative shall pay the annual membership by going to 'My Profile', then 'Membership Fees' on the Resource Center ("RC") by logging on to www.exitrealty.com. Sales Representative is provided with access to the RC after execution of this Agreement. For additional information on logging in, Sales Representative can contact EXIT's Franchise Support department at support@exitrealty.com or by phone at 888-668-3948 extension 4080.

n) Sales Representative is responsible for ensuring his or her information is up to date and keeping administration aware of any required changes. Sales Representative can make changes to his or her profile on the RC.

o) Sales Representative is responsible for uploading her or her professional photograph to the RC which will then feed to EXIT's public website. Sales Representatives are encouraged to create a biography on the RC. All content must be truthful and verifiable.

3. REMUNERATION

a) Generally. As renumeration for services as an independent contractor, Sales Representative will be paid at the EXIT **[Trade Name]** standard commission rate of 70% on the first $100,000 of gross commission and 90% of the balance per calendar year, pro-rated in the first year in accordance with the Pro-rated Qualifications Guidelines chart attached as Schedule 2.

b) Disbursement. Any monies received on account of commission by Sales Representative from any trade in real estate conducted by the Sales Representative, shall be held by EXIT **[Trade Name]** in trust and EXIT **[Trade Name]** shall disperse in a timely fashion directly to the Sales Representative commission due to the Sales Representative in connection with the Transaction Record Sheet completed at the time of closing the transaction.

c) Deduction of Fees and Charges. Sales Representative irrevocably directs EXIT **[Trade Name]** to deduct from any commissions payable to Sales Representative, the amount of any indebtedness owed to EXIT **[Trade Name]** or EXIT, as outlined in this Agreement and the EXIT Formula.

4. TERM/TERMINATION

a) Initial Term and Renewal. The term of this Agreement shall be for a period of 1 year from the date first written above. The Agreement will automatically be renewed for further periods of 1 year, unless terminated in writing by either party at least 60 days before the end of the term in effect. Upon renewal, the Renewal Form attached as Schedule 3 to this Agreement, or the most current Renewal Form, if it has been amended since the date of this Agreement, shall be completed by both parties

b) Termination Without Cause. Either party may terminate this Agreement without cause, on giving not less than 30 days written notice to the other party.

c) Termination for Cause. If Sales Representative fails to comply with the terms of this Agreement or any other agreement with an EXIT franchisee, this will be considered cause for EXIT **[Trade Name]** to terminate this Agreement immediately.

d) Post Termination Commission and Charges. If this Agreement is terminated before a transaction from which Sales Representative is otherwise entitled to a commission is closed, EXIT **[Trade Name]** may withhold 50% of the commission payable to Sales Representative out of the transaction to ensure that any outstanding expenses owed by Sales Representative to EXIT [Trade Name] are recovered and to cover expenses incurred by EXIT **[Trade Name]** to complete the transaction. After the expenses are paid from the withheld amount, the balance of the withheld amount shall be paid to Sales Representative.

5. THE EXIT FORMULA

The EXIT Formula is attached to and incorporated into this Agreement as Schedule 1.

6. PERSONAL EXPENSES

In addition to the services and materials provided by EXIT **[Trade Name]** to all EXIT **[Trade Name]** Sales Representatives, Sales Representative may utilize, but is not obligated to utilize, certain additional services and materials which include, but are not limited to, long distance telephone and telecommunication services; internet services, copying and reproduction services, advertising and promotional brochures; personalized stationery; postage; yard signs for listings; rental of calculating, accounting, or bookkeeping equipment; and other services and materials as made available by EXIT **[Trade Name]** at the rates and on terms as EXIT **[Trade Name]** shall establish. EXIT **[Trade Name]** shall give Sales Representative a statement of expenses for the additional or optional services, which Sales Representative shall immediately pay.

7. EXIT [TRADE NAME] RESPONSIBILITIES

a) Office Space. EXIT **[Trade Name]** agrees that in consideration of the fees and/or royalties and expenses to be paid by Sales Representative, it shall make available to Sales Representative, on a non-exclusive basis, an office or desk space, and a reception area, together with telephone and other communication means for Sales Representative to utilize in furtherance of the services contemplated by this Agreement.

b) Monthly Statements. EXIT **[Trade Name]** shall submit to Sales Representative a monthly statement reflecting Sales Representative's portion of the expenses, fees and/or royalties and financial obligations set forth in this Agreement.

c) MLS. EXIT **[Trade Name]** shall exercise its best efforts to maintain participation in local Multiple Listing Service ("MLS"), if any, serving the market area of EXIT **[Trade Name]** and submit to MLS all listings and any other real estate service contracts involving Sales Representative which may be required to be submitted by the rules and regulations of the MLS.

d) Monies. EXIT **[Trade Name]** shall receive any monies from the Sales Representative, for real estate board and association fees, dues or assessments

or for personal tax remittance, in trust, and remit the monies, on the Sales Representative's behalf, in a timely fashion by issuing a check to the board or association or taxation department for the entire amount collected on behalf of or from the Sales Representative.

8. LIABILITY AND INDEMNIFICATION

EXIT **[Trade Name]** shall not be liable to Sales Representative for any expenses incurred by Sales Representative, nor shall Sales Representative have authority to bind EXIT **[Trade Name]** by any promise or representation, unless specifically authorized in advance and in writing by EXIT **[Trade Name]**.

Sales Representative shall indemnify and hold harmless EXIT **[Trade Name]**, Subfranchisor and EXIT and their officers, directors, employees and assigns from all costs, damages, fines, levies, suits, proceedings, claims, actions or causes of action of any kind and of whatsoever nature, including but not limited to all court costs, litigation expenses and reasonable attorneys' fees arising from, growing out of, or incurred in connection with or incidental to Sales Representative's activities. Maintenance of any insurance required by this Agreement shall not relieve Sales Representative of liability under this section. The terms of this Section 8 shall survive the termination of this Agreement.

9. TRADEMARK USE PRIVILEGE

a) Authorization. EXIT **[Trade Name]** authorizes Sales Representative to use on Sales Representative's business card, letterhead, yard signs and other real estate materials approved by EXIT, the following marks of EXIT **[Trade Name]**: **LOGO, NAME.** Sales representative is not authorized to form a legal entity that incorporates the word "EXIT".

b) Use Requirements. Sales Representative's privilege to use the marks, and the privilege to use EXIT **[Trade Name]** yard signs, "SOLD" signs, business cards, promotional material, letterhead, and any other item which bears such marks or bears any other distinguishing characteristic of the EXIT **[Trade Name]** organization, is contingent upon:

i) Sales Representative's observance of and adherence to the EXIT Logo and Signage Standards which can be found on the Resource Center and from time to time will be amended only by EXIT;

ii) Sales Representative's adherence to and satisfaction of professional performance standards and service quality controls promulgated and from time to time amended by EXIT **[Trade Name]**, Subfranchisor or EXIT; and

iii) Sales Representative's continued affiliation with EXIT **[Trade Name]** under this Agreement or any successor to this Agreement.

c) Acknowledgment. Sales Representative acknowledges that EXIT is the exclusive owner of all right, title and interest in and to the marks identified above

and agrees that all use of the marks by Sales Representative shall inure exclusively to the benefit of EXIT.

d) Approval Required. Sales Representative must have written approval of EXIT **[Trade Name]** before securing any web domain name that incorporates EXIT **[Trade Name]**. EXIT domain names are not permitted to have derogatory expressions, nor may they represent the Sales Representative as having greater rights to the use of the name than they are permitted in the day-to-day business of selling real property.

10. MISCELLANEOUS PROVISIONS

a) Attorney's Fees. If EXIT **[Trade Name]** and/or Subfranchisor is required to employ an attorney to enforce any of the provisions of this Agreement, or to institute legal proceedings incident to the enforcement, Sales Representative shall pay, in addition to all other sums to which Sales Representative may be found liable, reasonable attorneys' fees, court costs and litigation expenses incurred by EXIT **[Trade Name]** and/or Subfranchisor.

b) Notices. All payments and communications which may be or are required to be given by Sales Representative or EXIT **[Trade Name]** to the other of them, shall (in the absence of any specific provision to the contrary) be in writing and delivered to Sales Representative or EXIT **[Trade Name]** at the principal address of EXIT **[Trade Name]** or the last home address of the Sales Representative that appears in the records of EXIT **[Trade Name]**. Delivery may be made by prepaid first class mail. Any payment or communication so delivered shall be deemed to have been received at the time of delivery or mailing, as the case may be.

c) Entire Agreement. This Agreement constitutes the entire agreement between EXIT **[Trade Name]** and Sales Representative for the retention of the services of Sales Representative by EXIT **[Trade Name]** and supersedes all prior agreements in that regard. It may be changed only by an agreement in writing signed by EXIT **[Trade Name]** and Sales Representative.

d) Waiver. No waiver of any breach of any condition or provision of this Agreement shall constitute a waiver of any subsequent breach.

e) Severability. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid to the fullest extent permitted by law and be independent of every other provision of this Agreement.

f) Cumulative Remedies. No remedy conferred upon or reserved to Sales Representative or to EXIT **[Trade Name]** shall exclude any other remedy existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given or now or hereafter existing.

g) Assignment. This Agreement is personal to Sales Representative and no rights or obligations of Sales Representative under this Agreement shall be assignable by Sales Representative. EXIT **[Trade Name]** may assign its rights and obligations under this Agreement to any successor to the business of EXIT

[Trade Name] or any part of its business, and EXIT **[Trade Name]** shall be relieved of all obligations under this Agreement arising subsequent to the date of the assignment.

h) Counterparts. This Agreement may be executed in 2 or more counterparts, all of which taken together shall constitute 1 instrument. Execution and delivery of this Agreement by exchange of electronically scanned copies bearing the manual or electronic signature of a party shall constitute a valid and binding execution and delivery of this Agreement by the party. Electronically scanned copies shall constitute enforceable original documents.

The success of Sales Representative in an EXIT **[Trade Name]** real estate service business is speculative and will depend on many factors, including, to a large extent, Sales Representative's independent business ability. Sales Representative has not relied on any warranty or representation written, printed, or oral, express or implied, as to Representative's potential success in the business contemplated by this Agreement.

Sales Representative acknowledges having read and understood the foregoing prior to signing it and acknowledges being in receipt of a fully executed copy of this Agreement.

_____

Sales Representative Signature Date

_____

Sales Representative Name

_____

Franchisee Signature Date

_____

Franchisee Name

SCHEDULE 1

THE EXIT FORMULA

SCHEDULE 2

SALES REPRESENTATIVE
PRORATED QUALIFICATION GUIDELINES

PERTAINING TO CLOSED COMMISSIONS GENERATED AND TRANSACTION FEES PAYABLE PER SALES REPRESENTATIVE

(Calculated from effective date to year end)

APPLICABLE IN THE FIRST YEAR ONLY and pursuant to section 10 a) of the EXIT Formula; For those Associates who join after October 1st, the 10% eligibility will continue for the remainder of the calendar year in which the EXIT Associate joins EXIT, and for the entire calendar year following,

START DATE	PERCENTAGE OF GROSS COMMISSION, PAID UNTIL YEAR END	* TRANSACTION FEES	** REGIONAL DEVELOPMENT FEES	MINIMUM COMMISSION QUOTA	COMPANY DEVELOPMENT FEES PAID BY FRANCHISE	MINIMUM ENDS QUOTA
JANUARY	90%After $100,000	$2,700	$500	$40,000	$10,000	8
FEBRUARY	90% After $91,667	$2,475	$453.33	$36,667	$9,167	7.3
MARCH	90% After $83,333	$2,250	$416.67	$33,333	$8,333	6.6
APRIL	90% After $75,000	$2,025	$375	$30,000	$7,500	6
MAY	90% After $66,667	$1,800	$333.33	$26,667	$6,667	5.3
JUNE	90% After $58,333	$1,575	$291.67	$23,333	$5,833	4.6
JULY	90% After $50,000	$1,350	$250	$20,000	$5,000	4
AUGUST	90% After $41,667	$1,125	$208.33	$16,667	$4,167	3.3
SEPTEMBER	90% After $33,333	$900	$166.67	$13,333	$3,333	2.6
OCTOBER	90% After $25,000	$675	$125	**N/A**	$2,500	**N/A**
NOVEMBER	90% After $16,667	$450	$83.33	**N/A**	$1,667	**N/A**
DECEMBER	90% After $8,333	$225	$41.67	**N/A**	$833	**N/A**

1. Calculations are based on Gross Closed Commissions.
2. * Transaction Fees maximize at $2,700 per calendar year per Sales Representative.
3. **Regional Development Fees maximize at $500 per calendar year per Sales Representative.
4. Transaction fees for all sales, rentals, referrals and partial transactions are applied toward the $2,700 maximized transaction fee limit.
5. Minimum quotas are used to determine the percentage of Sponsoring Bonus for which the agent will be eligible.
6. Above figures are estimates only. EXIT's proprietary software calculates all figures precisely.

SCHEDULE 3

POLICIES AND PROCEDURES MANUAL

SCHEDULE 4

SALES REPRESENTATIVE AGREEMENT RENEWAL FORM

Between:

EXIT Realty _____, located at _____,
("EXIT **[Trade Name]**") and _____, ("Sales Representative")
residing at _____.

1. EXIT **[Trade Name]** and Sales Representative signed a Sales Representative Agreement on the _____ day of _____, 20____(the "Agreement").

2. Both parties agree to renew the Agreement based on the same terms and conditions identified in the Agreement with the following exception:

   _____
   _____
   _____
   _____

3. Sales Representative acknowledges receipt of the most recent version of the EXIT Formula dated _____.

_____
Sales Representative Signature Date

_____
Sales Representative Print Name

_____
Franchisee Signature Date

_____
Franchisee Print Name

B1168597

EXHIBIT B
STATE FRANCHISE ADMINISTRATORS

STATE FRANCHISE ADMINISTRATORS

State	State Administrator	Agent for Service of Process
California	California Department of Business Oversight	California Commissioner of Business Oversight California Department of Business Oversight 320 W. 4th Street, Suite 750 Los Angeles, CA 90013 (866) 275-2677
Hawaii	Hawaii Commissioner of Securities, Department of Commerce & Consumer Affairs, Business Registration Division, Securities Compliance Branch	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Illinois Franchise Bureau, Office of the Attorney General	Attorney General of Illinois Franchise Bureau 500 South Second Street Springfield, IL 62706 (217) 782-4465
Indiana	Indiana Securities Division/Franchise Section	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681
Maryland	Maryland, Office of the Attorney General, Securities Division	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-7042
Michigan	Michigan Attorney General's Office, Consumer Protection Division, Franchise Section	Michigan Department of Labor & Economic Growth Commercial Services & Corporations Bureau 611 West Ottawa Street Lansing, Michigan 48909 (517) 373-7117
Minnesota	Minnesota Commissioner of Commerce	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law, Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231

STATE FRANCHISE ADMINISTRATORS

State	State Administrator	Agent for Service of Process
North Dakota	North Dakota Securities Department	North Dakota Securities Commissioner State of North Dakota 600 East Blvd. Ave., Fifth Floor Bismarck, ND 58505 (701) 328-4712
Oregon	Oregon Department of Consumer and Business Services	Director of the Department of Consumer and Business Services 350 Winter Street NE P.O. Box 14480 Salem, OR 97309-0405 (503) 378-4100
Rhode Island	Department of Business Regulation, Securities Division	Director Department of Business Regulation 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
South Dakota	South Dakota Division of Insurance, Securities Regulation	Director, Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501-3185 (605) 773-3563
Virginia	State Corporation Commission, Division of Securities and Retail Franchising	Clerk, State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9672
Washington	Washington Department of Financial Institutions, Securities Division	Administrator of Securities Securities Division 150 Israel Road, S.W. Tumwater, WA 98501 (360) 902-8760
Wisconsin	Wisconsin Department of Financial Institutions, Securities and Franchise Registration, Wisconsin Securities Commission	Administrator, Division of Securities Department of Financial Institutions Division of Securities 345 West Washington Street, 4th Floor Madison, WI 53703 (608) 266-3364

EXHIBIT C
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   - 1.2 Tami Bonnell, Co-Chair
   - 1.3 Erika Gileo, COO
   - 1.4 Craig Witt, C.E.O - U.S. Division
   - 1.5 Joyce Paron, C.E.O - Canadian Division
   - 1.6 EXIT's Road to Success

2. **Connect With Us**
   - 2.1 EXIT HQ Contact List
   - 2.2 Let's Get Social
   - 2.3 Company Profiles

3. **Next Steps**
   - 3.1 Corporate Records
   - 3.2 Franchise Support
   - 3.3 Notice of Change of Brokerage Information Form

4. **EXIT's Technology**
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   - 4.2 MEMO
   - 4.3 EXIT's Corporate Website
   - 4.4 Expert Marketing Suite™
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   - 6.4 EXIT Shoptok
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   - 7.2 Broker Business Plan
   - 7.3 Broker Path to Profitability Worksheet
   - 7.4 Broker First Year Budget
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   - 7.6 Sales Representative Agreement
   - 7.7 Office Policies and Procedures Manual
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9. **Corporate Standards**
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10. **Floor Plans and Office Space**
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    10.3 3,050 Sq. Ft Floor Plan
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    10.6 Décor Examples One
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11. **Ancillary Division**
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12. **How to Host Recruiting Events**
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    12.3 Sample Career Night Agenda
    12.4 Event Follow Up

13. **Office Administration**
    13.1 Guide to Hiring Office Staff

14. **The EXIT Formula**
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    14.2 Business Model
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EXHIBIT D
LIST OF OPEN FRANCHISES

EXHIBIT D – 1
LIST OF FRANCHISEES THAT HAVE FRANCHISE AGREEMENTS SIGNED BUT NOT OPENED

FC	OFFICE NAME	BROKER OF RECORD/ Franchisee	Corporation Name	OFFICE ADDRESS	OFFICE#	CELLULAR#	HOME ADDRESS	FAX#	E-MAIL
	BROOKLYN								
NY575	EXIT All Seasons Realty	Roman Dziedzic & Jerry Kaszuba	All Seasons Realty Inc.	345 Nostrand Ave. Brooklyn, NY 11216	718-345-4545	Roman 917-903-3103 Jerry 917-903-3106	Jerry: 410 Union Ave. Hewlett, NY 11557	718-468-5500	Roman.d@exitallseasons.com; jkaszuba27@gmail.com;
NY593	EXIT Realty Top Properties	Thomas D'Alcamo Sr., & Thomas D'Alcamo Jr	TFD Estates, Inc.	7610 13 Ave. Brooklyn, NY 11228	718-256-4000	Tom Sr. 917-754-7904 Tom Jr. 917 544 9091	1961 Brown St. Brooklyn, NY 11228	718-232-5627	tomcodal@aol.com (Sr.); thomasdalcamo@gmail.com (Jr.);
NY613	EXIT Realty Best	John Wu & Eric Chan	Brooklyn Best LLC	8410 20th Ave. Brooklyn, NY 11214	718-372-8200	John 917-749-2449 Eric 646-261-1228	1662 W.6th ST. #2F Brooklyn, NY 11223	718-372-8201	johnwusold@gmail.com; Ericlistnsold@gmail.com;
NY607	EXIT Realty Professionals	Carey Yang/ Jimmy Tan & Nancy Wu	Bensonhurst 168 LLC	6203 18th Avenue, Brooklyn NY 11204	718-838-2600	Carey 917-882-8031 Nancy 917 836 2788 Jimmy 917-903-9216	48 Bay 13th Street Brooklyn, NY 11214	718-838 2601	careyyangexitnyy@gmail.com; jtam325@yahoo.com; nancyli_sold@yahoo.com
NY628	EXIT Realty Today	Michael Afanasyev	Real Marketing Today Corp.	311 85th St BROOKLYN , NY KINGS 11209 US	718-483-5522	718-757-8655	8871 18th Ave. Brooklyn, NY 11214	888-850-7578	michael.s.afanasyev@gmail.com
NY634	EXIT Realty Top Properties	Thomas D'Alcamo Sr. & Thomas D'Alcamo Jr.	TFD Estates, Inc.	3614 Quentin Rd, Brooklyn, New York 11234	718-256-4000	Tom Sr. 917-754-7904 Tom Jr. 917 544 9091	1961 Brown St. Brooklyn, NY 11228	718-232-5627	tomcodal@aol.com (Sr.); thomasdalcamo@gmail.com (Jr.);
	QUEENS								
NY597	EXIT Realty Central	John Rodriguez	Dannicdav Realty Inc.	106-14 Rockaway Blvd. Ozone Park, NY 11417	718-848-5900	John 917-848-7444	107-53 100 St. Ozone Park, NY 11417	718-738-3781	john@exitrealtycentral.com;
NY614	EXIT Realty First Choice	Roman Davydov & Solomon Davydov	Keram, Inc.	180-32 Union Turnpike Fresh Meadows, NY 11365	718-380-2500	Roman 917-560-5920 Solomon 917-733-2034	147-19 84th Ave. Briarwood, NY 11435	718-380-0500	exitbyroman@gmail.com; exitbysolomon@gmail.com;

oe

NY614A	EXIT Realty First Choice	Roman Davydov & Solomon Davydov	Keram, Inc.	166-20 Union Turnpike Fresh Meadows, NY 11365	917-746-5384	Roman 917-560-5920 Solomon 917-733-2035			exitbyroman@gmail.com; exitbysolomon@gmail.com;	BRANCH OFFICE IN THE SAME TERRITORY
NY533	EXIT Realty Team	Charlie & Amy Chang	A & C Best Associates LLC	45-66 162 St. Flushing NY 11358	718-358-4000	Charlie 917-406-3337 Amy 718-926-8594	52 Elmtree Lane Levittown, NY 11756	718-358-4043	info@exitrealtyteam.com;	
NY576	EXIT All Seasons Realty	Roman Dziedzic & Jerry Kaszuba	All Seasons Realty Inc.	65-46 Grand Ave. Maspeth, NY 11378	718-468-1100	Roman 917-903-3103 Jerry 917-903-3106	410 Union Ave. Hewlett, NY 11557	718-468-5500	Roman.d@exitallseasons.com; jkaszuba27@gmail.com; allseasonsr@yahoo.com;	
NY585	EXIT Realty One	Annie & Steve Agardi	New York One Real Estate Group, LLC	91-06 63rd Dr. Rego Park, NY 11374	718-997-6667	Annie 718-219-9061 Steve 718-755-2882	70-23 Olcott St Forest Hills, NY 11375	718-897-7129	annieagi@yahoo.com; brokers@exitrealtyone.com;	
NY654	EXIT Realty Prime	Zaman Majumder	Hillside Executive Realty Corp	189-10 Hillside Avenue, Suite E Hollis, NY 11423	718-262-0205	917-202-9815	78-41 221 Street Oakland Gardens NY 11364		zamanny@gmail.com;	
NY656	EXIT Realty All City	Ruth Settles & Anurag Sharma	KAYMAC HOLDING Inc	230-16 Merrick Blvd., Laurelton, NY 11413	718-276-0077	Ruth 917-676-5531 Sharma 917-889-5759	137-33 158th St., Springfield Garden, NY 11434 Sharma: 1 Jamor Ct. Nesconset NY		rsrealty001@gmail.com; realtor700@gmail.com;	
	BRONX									
NY612	EXIT Realty Private Client	Steven Saljanin & Paul Dedvukaj	Tony Realty Corp.	2000 Williamsbridge Rd Bronx, NY 10461	718-684-6620	Steven 917-939-9725	23 Fieldcrest Rd. Tuckahoe, NY 10707 23 Lake Ave. Bronxville, NY 10708	718-409-3311	saljanin@exitrpc.com	
NY624	EXIT Realty Group	Sonny Vataj	Tony Realty Corp.	985 Allerton Ave. Bronx, NY 10469	718-319-8500	914-262-4446	697 Bedford Rd. Armonk, NY 10504	718-409-3311		
NY648	EXIT Realty Premium	Anthony Domathoti	Makryls Corp	813 Morris Park Ave, Bronx, NY 10462	718-829-2300	646-696-1563	210-09 41 Ave. apt #3 Bayside, NY 11361		anthony@exitpremiumrealty.com	
	STATEN ISLAND									

NY649	EXIT Realty Top Properties	Thomas D'Alcamo Sr. & Thomas D'Alcamo Jr	TFD Estates, Inc.	91A Lincoln Ave. Staten Island, NY 10306	718-256-4000	Tom Sr. 917-754-7904 Tom Jr. 917 544 9091	1961 Brown St. Brooklyn, NY 11228		tomcodal@aol.com; thomasdalcamo@gmail.com;
	NASSAU								
NY605/ NY641	EXIT Realty Premier	Benny Diasparra	Iceburg Realty Corp bda	4900 Merrick Rd. Suite 600 Massapequa Park, NY 11762	516-795-1000	Benny 516-840-7370	13 Clearwater Ave. Massapequa, NY 11758	516-795-7700 personal fax: 516-739-0069	benny@exitpremiersells.com;
NY622	EXIT Realty Hillcourt	Henry Rojas & Joanne Rojas	Hillcourt Realty Corp.	59 Rockaway Ave. Valley Stream, NY 11580	516-593-4141	Henry 516-606-6254 Joanne 516-508-1124	12 Darewood Lane Valley Stream, NY 11581	516-593-4269	hrojas@exitrealtyhillcourt.com; jrojas@exitrealtyhillcourt.com;
NY644	EXIT Realty United	JoAnn Seeno	JOROB CORP.	1603 Hempstead Tpke., Elmont, NY 11003	516-352-4600	JoAnn 516-353-2416			joann.seeno@gmail.com;
NY645	EXIT Realty Metro	Gigi Fernandez & Hector Castillo	EMINENCE7 Corp.	6800 Jericho Tpke. Ste 120W, Syosset, NY 11791	516-921-3948	Gigi 347-624-2645 Hector 347-624 2251			
NY652	EXIT Realty Limitless	Hector V. Castillo		236 Jericho Tpke. Floral Park, NY 11001		Hector 646-915 7913			hcexitrealtor@gmail.com
NY655	EXIT Realty Advantage	Stephan Mahabir & Janet Mahabir	Advantage Holdings LLC	958 Church St. Baldwin, NY 11510	516-513-5152	Stephan 917-304-6873	167 Gordon Road 50. Valley Stream, NY 11581		smahabir@exitadvantageny.com jmahabir@exitadvantageny.com
	SUFFOLK								
NY596	EXIT Realty Achieve	Jeff Mistretta	STER Group LLC	956 W. Jericho Turnpike Smithtown, NY 11787	631-543-2009	Elta 516-903-7776 Susan 631-335-2686	87 Broadview Ave Kings Park, NY 11754	631-585-5760	jeff@exitachieve.com
NY616	EXIT Realty All Pro	Lenny Simonetti	SIMSCA Enterprises Corp.	269 W. Main St. Bay Shore, NY 11706	631-647-8844 Ext. 103	631-327-6898	20 Christopher Ct Babylon, NY 11702	631-647-8845	lennyexit@gmail.com;

NY660	EXIT Home Key Realty	Susan Hamblen & Melly Rosario	Key Players LLC.	91 Medford Ave. Patchogue, NY 11772	631-730-5100	Melly: 631-408-6622 Elta: 516-903-7776			mrosario@exithomekeyrealty.com; exitachieve@gmail.com; elta.exitachieve@gmail.com;
NY636	EXIT Family Realty	Barbara Murphy	JMB Marketing, Inc.	202 N.Wellwood Ave. Lindenhurst, NY 11757	631-450-4777	631-836-5289	50 Carleton Ave. Amityville, NY 11701		Barbnjak86@gmail.com
NY661	EXIT Realty Island Elite	Jason Furnari, Daniel Bourke, Bryan Elsesser	Elite Players, LLC	4699 Route 347 Port Jefferson Station, NY 11776	631-331-4000	Susan 631-335-2686 Elta 516-903-7776 Jason 631-839-4150			exitachieve@gmail.com; elta.exitachieve@gmail.com; Jfurnari@EXITIslandElite.com;
	EXIT Realty Everyday	Melissa J. Shea	Everyday Realty Services Inc.	5018 Expressway Drive South Suite 204 Ronkonkoma NY 11779	631-343-8700	631-456-2244	2 Manor Drive, Shirely, NY 11967	631-832-0443	melissa@lirei .com
	DUTCHESS								
NY625	EXIT Realty Connections	Lino Mendogni	Whitco Realty, Inc	2790 W. Main St. Wappingers Falls, NY 12590	845-298-6034	Lino 917 733 3009	419 McGrath Blvd. Fishkill, NY 12524		linom@exitrealtyconnections.com
	WESTCHESTER								
NY630	EXIT Realty Private Client	Steven Saljanin	ERPC, Inc.	75 South Broadway Ste 430 White Plains NY 10601	914-222-1000	Steven 917-939-9725	23 Fieldcrest Rd. Tuckahoe, NY 10707 23 Lake Ave. Bronxville, NY 10708		saljanin@exitrpc.com;
NY635	EXIT Realty Group	Sonny Vataj	Vataj & Associates Realty Inc.	75 N.Central Ave. Elmsford, NY 10523	914-909-9100	914-262-4446	697 Bedford Rd. Armonk, NY 10504		sonny@exitrealtygroup.com
	ORANGE								
NY646	EXIT Realty Venture	Moshe Schwartz	E Venture Realty INC.	24 Lake St, Monroe, NY 10950	845-999-3948	845-367-3576	2101 Valleyside Dr. Spring Valley, NY 10977		moshe@exitrv.com

EXHIBIT D - U.S Open Office List

ALABAMA									
ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
AL501	EXIT REALTY LYON	251 450 1481	SLyon@ExitRealtyLyon.com	759 Downtowner Loop W.	Mobile	AL	36609	Jimmy	Lyon
AL502	EXIT REALTY GULF SHORES	251-974-1288	tom7467@gmail.com	3725 Gulf Shores Pkwy	Gulf Shores	AL	36542	Tom	Stanton
AL530	EXIT TOTAL REALTY	256 325 0044	jeffnay@exittotalrealty.com	6610 Old Madison Pike	Huntsville	AL	35806	Ronnie	Harris
AL533	EXIT REALTY PREFERRED	334 491 3948	marthadoylerealtor@aol.com	660 N. McQueen Smith Rd. Suite J	Prattville	AL	36066	Martha	Doyle
AL534	EXIT ALLSTAR REALTY	251 380 0990	rachelnufrio@yahoo.com	6606 Old Shell Rd	Mobile	AL	36608	Rachel	Nufrio
AL536	EXIT REALTY LYON	251 929 4545	SLyon@ExitRealtyLyon.com	8 South Church Street	Fairhope	AL	36532	Sue	Lyon
AL539	EXIT ALLSTAR GULF COAST REALTY	251 348 7220	jodylmarsh@gmail.com	28600 Hwy 98 Suite K	Daphne	AL	36526	Jody	Marsh
AL542	EXIT RIVER ROCK REALTY	334 290 5091	exitriverrockrealty@gmail.com	39 Wisteria Place	Millbrook	AL	36054	Stephanie	Hamner
AL543	EXIT ROYAL REALTY	205 258 5325	exitroyalrealty@gmail.com	619 2nd Ave N	Clanton	AL	35045	Melissa	Hand
AL545	EXIT REALTY PARTNERS	334 356 7575	bernicehenderson.exit@yahoo.com	1345 Carmichael Way	Montgomery	AL	36106	Bernice	Henderson
AL546	EXIT MAGIC CITY REALTY	205 506 0714	dorothy.exitmagiccity@gmail.com	2057 Valleydale Rd. Suite 100	Birmingham	AL	35244	Lori	Paul
AL548	EXIT ROYAL REALTY	205 848 2228	Exitroyalrealty@gmail.com	13521 Old Highway 280, Ste. 249	Birmingham	AL	35242	Nathan	Oldroyd
AL549	EXIT RIVER CITY REALTY	256 284 7781	angiebrandon570@yahoo.com	210-B Seville Street	Florence	AL	35630	Dewayne	Crumley
AL550	EXIT JUSTICE REALTY	205 648 5195	Melissa@ExitJusticeRealty.com	50 Parr Street	Sumiton	AL	35148	Melissa	Justice
AL551	EXIT REALTY LIFESTYLES	225 324 6688	dana@exitrealtylifestyles.com	1522 Montclair Road	Irondale	AL	35210	Dana	Miller
AL552	EXIT CAPSTONE REALTY	659 734 3948	frontdesk.exitcapstone@gmail.com	1818 University Blvd.	Tuscaloosa	AL	35401	Julie	Meggs
AL553	EXIT JUSTICE REALTY	205 285 8095	melissa@exitjusticerealty.com	439 Fieldstown Road, Suite 129	Gardendale	AL	35071	Melissa	Justice
AL554	EXIT REALTY NORTH	256 427 2777	chris@exitrealtynorth.com	1896 Slaughter Road	Madison	AL	35758	Chris	Hulser
AL555	EXIT REALTY PIKE ROAD	334 245 9300	rebekah@exitrealtypikeroad.com	9427 Vaughn Road, Suite C	Pike Road	AL	36064	Mary	Corwin
AL556	EXIT ELITE REALTY	205 894 4200	tundrapippens@yahoo.com	3421 South Shades Crest Drive Suite 113	Hoover	AL	35244	Tundra	Pippens
AL557	EXIT REALTY PRIME	205 420 8989	Info.exitrealtyprime@gmail.com	669 1st Street SW Suite A	Alabaster	AL	35007	Justin	Bailey

AL558	EXIT NAVIGATOR REALTY	251 227 8326	courtneycathers1@gmail.com	22835 Highway 59 South, Suite C	Robertsdale	AL	36567	Courtney	Cathers
AL559	EXIT REALTY BIRMINGHAM	205 202 2747	info@exitrealtybham.com	2808 7th Ave S., Suite 111	Birmingham	AL	35233	Karen	Perry Reedy
AL560	EXIT REALTY LANDMARK	251 385 9454	exitrealtylandmark.dnj@gmail.com	316 South McKenzie Street, Suite 100	Foley	AL	36535	Shannon	Hesse
AL561	EXIT LUDLAM-SILVA REALTY	334 616 7653	ludlam-SilvaRealty@lake4sale.com	17960 US Highway 431 South, Suite 108	Headland	AL	36345	Troy	Silva
AL562	EXIT REALTY FOOTHILLS	256 337 3930	kevin.cunningham.sales@gmail.com	101 South Main Street	Piedmont	AL	36272	Kevin	Cunningham
AL563	EXIT REALTY DOWNHOME	256 444 0929	felicia@exitrealtydownhome.com	115 South Marion Street	Athens	AL	35611	Felicia	McGee
AL564	EXIT REALTY SHOALS	256 248 4320	exitrealtyshoals@gmail.com	2807 Wilson Dam Road	Muscle Shoals	AL	35661	Jay	Johnson
AL565	EXIT REALTY NORTH	256 824 9377	chris@exitrealtynorth.com	408 Franklin St. SE Ste. 110	Huntsville	AL	35801	Kynan	Donovan
AL566	EXIT LEGACY REALTY	205 699 4837	exitlegacyrealty@gmail.com	7924 Parkway Dr. SE	Leeds	AL	35094	Tina	Poe
AL567	EXIT REALTY HOMETOWN	334 202 6858	allenleerealestate@gmail.com	2239 US 231	Wetumpka	AL	36092	Crystal	Bethea
AL568	EXIT RIVER CITY REALTY	256 332 9920	angiebrandon570@yahoo.com	115 N Jackson Ave	Russellville	AL	35653	Marty	Vandiver

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ARIZONA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
AZ557	EXIT REALTY YUMA	928 783 1900	jennifersellsyuma@gmail.com	661 S. 4th Ave	Yuma	AZ	85364	Jennifer	Rascon
AZ559	EXIT REALTY - REALTY PLACE	623 412 8500	k.weaver@exitrealtyplace.com	501 E. Plaza Circle Suite P	Litchfield Park	AZ	85340	Keith	Weaver
AZ561	EXIT REALTY EXPANDED VISION	480 534 7183	exitrealtyexpandedvision@gmail.com	4365 E. Pecos Rd. Suite 128	Gilbert	AZ	85295	Yolana	Isham
AZ565	EXIT REALTY SUN CITY	623 552 3255	laya@exitrealtysuncity.com	18700 N 107th Ave, #33	Sun City	AZ	85373	Laya	Gavin
AZ568	EXIT REALTY LIVING	480 980 3595	admin@exitrealtyliving.com	4677 S. Lakeshore Dr. Suite 2	Tempe	AZ	85282	Ann	Petersen

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CALIFORNIA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
CA504	EXIT REALTY KEYSTONE	408 778 9990	margaretvierra@gmail.com	16175 Monterey #A	Morgan Hill	CA	95037	Margaret	Vierra
CA546	EXIT REALTY CONSULTANTS	209 668 2525	kklair@exithome.net	600 E. Main Street, Suite 300	Turlock	CA	95380	Kris	Klair
CA597	EXIT REALTY CONSULTANTS	559 256 7878	krisklair@gmail.com	2416 W. Shaw Ave #105	Fresno	CA	93711	Kris	Klair
CA626	EXIT IMPERIAL REALTY	760 352 9000	jaygoyal@yahoo.com	512 Broadway	El Centro	CA	92243	Jay	Goyal
CA641	EXIT REALTY CONSULTANTS	209 554 5252	krisklair@gmail.com	3018 E. Service Rd. Suite 104 & 105	Ceres	CA	95380	Kris	Klair

CA644	EXIT REALTY CONSULTANTS	209 823 1234	kklair@exithome.net	150 W. Yosemite Ave	Manteca	CA	95336	Kris	Klair	
CA654	EXIT CASTILLO REALTY	805 204 0920	lorenzo@castillorealtyinc.com	418 W. 3rd St.	Oxnard	CA	93030	Lorenzo	Castillo	
CA655	EXIT ALLIANCE REALTY	951 639 8777	yourhomehere@yahoo.com	43521 Ridge Park Suite 201	Temecula	CA	92590	Shawn	Sorensen	
CA658	EXIT REALTY KEYSTONE	408 778 9990	margaretvierra@gmail.com	1639 Meridian Ave	San Jose	CA	95125	Margaret	Vierra	
CA660	EXIT REALTY CONSULTANTS	209 622 4800	kklair@exithome.net	4641 Spyres Way #1	Modesto	CA	95356	Kris	Klair	
CA660A	EXIT REALTY CONSULTANTS	209 529 9050	kklair@exithome.net	901 McHenry Ave	Modesto	CA	95350	Kris	Klair	
CA665	EXIT ALLIANCE REALTY	951 677 7300	yourhomehere@yahoo.com	24791 Washington Ave	Murrieta	CA	92562	Shawn	Sorensen	
CA668	EXIT DIAMOND REALTY	877 271 1313	ward.broker@gmail.com	44231 10th Street W	Lancaster	CA	93534	Dr. John	Ward	
CA669	EXIT REALTY CONSULTANTS	209 627 1111	kklair@exithome.net	1912 W. Grant Line Rd	Tracy	CA	95376	Kris	Klair	
CA670	EXIT REALTY KEYSTONE	650 376 5555	margaretvierra@gmail.com	2445 Augustine Drive Suite 150	Santa Clara	CA	95054	Margaret	Vierra	15

COLORADO

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name	
CO507	EXIT REALTY DTC, CHERRY CREEK, PIKES PEAK	303 790 7200	info@exitrealtydtc.com	383 Inverness Parkway Suite 140	Englewood	CO	80112	Sheryll	White	
CO511	EXIT REALTY DTC, CHERRY CREEK, PIKES PEAK	303 790 7200	info@exitrealtydtc.com	3650 East 1st Ave. Suite 350	Denver	CO	80206	Sheryll	White	
CO516	EXIT REALTY DTC, CHERRY CREEK, PIKES PEAK	719 452 4289	info@exitrealtypikespeak.com	6215 Corporate Drive Suite 201	Colorado Springs	CO	80919	Sheryll	White	
CO517	EXIT REALTY HOME & RANCH	970 247 3948	exitrealtydurango@gmail.com	1032 Main Ave	Durango	CO	81301	Timothy	Cooney	
CO519	EXIT REALTY MOUNTAIN VIEW	719 375 3864	exitrealtymountainview@gmail.com	3204 N. Academy Blvd Suite 230	Colorado Springs	CO	80917	Brandy	Brown	
CO520	EXIT REALTY HOME & RANCH	970 731 3948	info@exitrealtypagosa.com	565 Village Drive Suite E	Pagosa Springs	CO	81147	Timothy	Cooney	
CO521	EXIT ELEVATION REALTY	719 275 8622	exitelevationrealty@gmail.com	622 Main St.	Canon City	CO	81212	Jennifer	Vernetti	
CO522	EXIT ASCENT REALTY	303 927 7338	exitascent@gmail.com	1250 Bergan Parkway, Suite B-130	Evergreen	CO	80439	Margie	Kehr	8

CONNECTICUT

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name	
CT512	EXIT REALTY SIGNATURE	203 441 6175	barrieaurealty@gmail.com	1615 Wolcott Road	Wolcott	CT	6716	Bill	Barrieau	
CT513	EXIT REALTY INFINITY	860 315 0670	colleen@exitinfinity.net	34 Bloomfield Ave	Windsor	CT	6095	Colleen	Morin	
CT514	EXIT REALTY GROUP	631 343 8700	melissa@lireia.com	154 North St.	Bristol	CT	6010	Melissa	Shea	3

DELAWARE									
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**
DE508	EXIT CENTRAL REALTY	302 674 2900	info@delawarelisted.com	598 N. DuPont Hwy	Dover	DE	19901	Rick	McDaniel
DE509	EXIT CENTRAL REALTY	302 424 8221	info@delawarelisted.com	113 Union St. Ste B-2	Milton	DE	19968	Rick	McDaniel
FLORIDA									
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**
FL590	EXIT REALTY LEADERS	352 794 0888	melonie@exitrealtyleaders.com	730 N. Suncoast Blvd.	Crystal River	FL	34429	Jim	Wade
FL608	EXIT REALTY N.F.I.	850 477 3948	bookkeeping@exitnfi.com	7139 N. 9th Avenue	Pensacola	FL	32504	Ranae	Stewart
FL630	EXIT REALTY LEADERS	352 527 1112	melonie@exitrealtyleaders.com	5018 Lecanto Hwy.	Beverly Hills	FL	34465	Jim	Wade
FL680	EXIT REALTY SYNERGY INTERNATIONAL	786 845 3948	enrigueb@exitrealtysynergy.com	6351 NW 99th Avenue	Miami	FL	33178	Mauricio	Gaviria
FL790	EXIT 1 STOP REALTY	904 733 3003	officemanager@exitonestop.com	13529 Beach Blvd #307A	Jacksonville	FL	32224	Valerie	Womble
FL807	EXIT REALTY FIRST CHOICE	386 246 3161	honora@exitrealtyfirstchoice.com	4871 NW Palm Coast Parkway #3	Palm Coast	FL	32137	Honora	Giumenta
FL810	EXIT BAYSHORE REALTY	813 839 6869	exitbayshorerealty@gmail.com	5801 S. Dale Mabry Hwy	Tampa	FL	33611	Lewis	Stewart
FL813	EXIT REALTY HOME TEAM	386 734 2595	officemgr@exitrealtyhometeam.info	905 Biscayne Blvd.	Deland	FL	32724	Robert	Martin
FL816	EXIT REALTY PRODUCERS	352 505 5700	debra@martinback.com	3600 NW 43rd St. Suite F-1	Gainesville	FL	32606	Debra	Martin-Back
FL817	EXIT REAL ESTATE GALLERY	904 249 6545	info@propertyinjax.com	408 Beach Boulevard, Suite 104	Jacksonville Beach	FL	32250	Raymond	Rivera
FL822	EXIT REAL ESTATE GALLERY	904 500 3948	info@propertyinjax.com	1075 Oakleaf Plantation Parkway, Ste 100	Orange Park	FL	32065	Raymond	Rivera
FL823	EXIT REAL ESTATE GALLERY	904 260 5300	info@propertyinjax.com	11701 San Jose Blvd, Ste 21	Jacksonville	FL	32223	Raymond	Rivera
FL835	EXIT REAL ESTATE GALLERY	904 683 5453	info@propertyinjax.com	3584 Saint Johns Avenue	Jacksonville	FL	32205	Raymond	Rivera
FL836	EXIT RYAN SCOTT REALTY	954 630 3434	george@exitrsr.com	2601 E. Oakland Park Blvd Suite 101	Fort Lauderdale	FL	33306	George	Corey
FL839	EXIT KING REALTY	941 497 6060	izabelaforbes@outlook.com	1800 S. Tamiami Trail	Venice	FL	34293	Steven	Forbes
FL841	EXIT REALTY CHAMPIONS	863 420 0007	steve.humph@gmail.com	7830 Lake Wilson Rd	Davenport	FL	33896	Deirdre	Lucey-Humphries
FL846	EXIT KING REALTY	941 497 6060	izabelaforbes@outlook.com	3900 Clark Rd. Unit H3-H4	Sarasota	FL	34233	Steven	Forbes
FL847	EXIT SUCCESS REALTY	352 686 2222	exit.mariner@yahoo.com	5160 Mariner Blvd.	Spring Hill	FL	34609	Pat	Richard
FL852	EXIT ELITE REALTY	813 835 0000	jasongarcia366@gmail.com	13911 N. Dale Mabry Hwy Suite #201	Tampa	FL	33618	Jason	Garcia

FL854	EXIT MAGNOLIA POINT REALTY	904 269 4600	exitmpr@aol.com	3616 Magnolia Point Blvd	Green Cove Springs	FL	32043	Rosalind	Arnold
FL855	EXIT KING REALTY	941 497 6060	izabelaforbes@outlook.com	8728 East State Rd 70	Bradenton	FL	34202	Steven	Forbes
FL856	EXIT REALTY TRI-COUNTY	352 385 3948	jaret@exitrealtytricounty.com	18610 US Hwy 441	Mount Dora	FL	32757	Emily	Asbate
FL863	EXIT GULF COAST REALTY	941 505 2950	kenrdoran@gmail.com	3665 Tamiami Trail Suite 106 and 107	Punta Gorda	FL	33950	Ken	Doran
FL864	EXIT REAL ESTATE PROPERTY SOLUTIONS	386 402 7909	ssteger@exitreps.com	431 Canal St. Ste B	New Smyrna Beach	FL	32168	Scott	Steger
FL868	EXIT BAYSHORE REALTY	813 839 6869	exitbayshorerealty@gmail.com	1463 Oakfield Dr. #111	Brandon	FL	33511	Lewis	Stewart
FL871	EXIT REALTY MIZNER	561 501 1001	info@exitrealtymizner.com	200 W. Palmetto Park Rd. Suite 101	Boca Raton	FL	33432	Dorian	Molina
FL872	EXIT REAL ESTATE GALLERY	904 900 3634	info@propertyinjax.com	10920 Baymeadows Rd Suite 29	Jacksonville	FL	32256	Raymond	Rivera
FL874	EXIT REAL ESTATE GALLERY	904 531 9545	info@propertyinjax.com	865 Hibernia Rd	Fleming Island	FL	32003	Raymond	Rivera
FL875	EXIT 1ST CLASS REALTY	321 259 3990	susannieroda@exit1st.net	4865 N. Wickham Rd. Suite 104	Melbourne	FL	32940	Stephen	Nieroda
FL878	EXIT REAL ESTATE PROPERTY SOLUTIONS	386 763 3008	ssteger@exitreps.com	3132 S Ridgewood Ave	South Daytona	FL	32119	Scott	Steger
FL881	EXIT REALTY PREMIER ELITE	561 792 3948	vdefrisco@exitrealtypalmbeach.com	5034 Seminole Pratt Whitney Rd	Loxahatchee	FL	33470	Victor	DeFrisco
FL884	EXIT COMPASS REALTY	941 889 7299	debbiemyers@exitcompassrealty.com	18326 Murdock Circle	Port Charlotte	FL	33948	Debbie	Myers
FL888	EXIT REAL ESTATE PROPERTY SOLUTIONS	386 402 7909	ssteger@exitreps.com	424 Luna Bella Lane, Suite 135	New Smyrna Beach	FL	32168	Scott	Steger
FL897	EXIT REALTY PARTNERS	561 200 3636	caseysellshomes@yahoo.com	639 East Ocean Avenue. Suite 109	Boynton Beach	FL	33435	Casey	Doran Heatherly
FL900	EXIT REAL ESTATE GALLERY	904 295 3187	info@propertyinjax.com	2843 County Road 210, Suite 104	St. John's	FL	32259	Raymond	Rivera
FL901	EXIT SELECT REALTY	239 314 7900	Cindi@ExitSelectRE.com	12520 World Plaza Lane, Suite 1 and 2	Fort Myers	FL	33907	Cindi	Infiesto
FL902	EXIT REALTY CAFE	850 926 1011	david@exitrealtycafe.com	961 Woodville Hwy	Crawfordville	FL	32327	David	Rossetti
FL903	EXIT REALTY PREMIER ELITE	561 792 3948	vdefrisco@exitrealtypalmbeach.com	8961 Hypoluxo Road	Lake Worth	FL	33467	Victor	DeFrisco
FL906	EXIT REALTY OCEANSIDE	561 805 3948	jagmohan@rogers.com	2620 N Australian Avenue	West Palm Beach	FL	33407	Jag	Mohan
FL908	EXIT RIGHT REALTY	772 404 4450	EXITRightFL@gmail.com	1860 82nd Ave	Vero Beach	FL	32966	Robert	MacCallum
FL909	EXIT REALTY MAGIC CITY	407 894 5855	jarrett@1ablerealty.com	653 Maguire Blvd., #900	Orlando	FL	32803	Jarrett	West
FL910	EXIT SANDS REALTY	850 215 4120	thatexitgirl@gmail.com	2633 W. 23rd St	Panama City	FL	32405	Erica	Price
FL912	EXIT PALMETTO REALTY	305 484 7694	exitpalmetto@outlook.com	8950 SW 74th Court	Miami	FL	33156	Wayne	Furlong

FL913	EXIT SUNSET REALTY	941 896 9991	shannonsells941@gmail.com	6620 Cortez Rd	Bradenton	FL	34210	Shannon	Scarfino
FL916	EXIT REALTY ADVANTAGE	386 624 7499	garcia.exitrealty@gmail.com	2683 S. Woodland Blvd.	Deland	FL	32720	Sergio	Garcia
FL921	EXIT RIVERSIDE REALTY	352 462 7170	info@exitriversiderealty.com	20156 E. Pennsylvania Ave	Dunnellon	FL	34432	Vinny	Esposito
FL923	EXIT INSPIRED REAL ESTATE	904 595 3948	info@exitire.com	2747 Blanding Blvd Suite #102	Middleburg	FL	32068	Jeanne	Scholl
FL924	EXIT BEACH REALTY	386 441 1141	anthony@exitbeachrealty.com	1650 Ocean Shore Blvd	Ormond Beach	FL	32176	Anthony	Sisco
FL925	EXIT REALTY MANES GROUP	561 781 5590	broker@manesrealty.com	636 US Hwy One Suite 208	North Palm Beach	FL	33408	Sebastian	Manes
FL926	EXIT RIGHT REALTY	772 404 4450	exitrightfl@gmail.com	520 E Strawbridge St	Melbourne	FL	32901	Robert	MacCallum
FL928	EXIT REALTY PARADISE	786 677 3948	chuckmackrealty@gmail.com	24171 Overseas Hwy	Summerland Key	FL	33042	Robert	MacCallum
FL929	EXIT REALTY OCALA	352 300 3200	vincent.exitrealtyocala@gmail.com	8530 SW 103rd St. Suite C	Ocala	FL	34481	Vinny	Esposito
FL930	EXIT REALTY CAFE	850 926 1011	david@exitrealtycafe.com	2012 North point Blvd, Suite E	Tallahassee	FL	32317	David	Rossetti
FL931	EXIT REAL ESTATE RESULTS	407 788 6474	broker@manesrealty.com	2401 W. St. Rd 434, Suite 125A	Longwood	FL	32779	Sebastian	Manes
FL932	EXIT REAL ESTATE RESULTS	407 696 4946	broker@manesrealty.com	1401 Town Plaza Court	Winter Springs	FL	32708	Sebastian	Manes
FL937	EXIT REAL ESTATE PROPERTY SOLUTIONS	386 402 7909	ssteger@exitreps.com	602 Indian River Blvd Suite 6	Edgewater	FL	32132	Scott	Steger
FL938	EXIT REALTY POSITIVE EDGE	407 593 6033	kevin@positive-edge.com	1401 Budinger Ave, Suite B	St. Cloud	FL	34769	Kevin	Kersey II
FL940	EXIT GULF COAST REALTY	239 800 2726	kenrdoran@gmail.com	3515 Del Prado Blvd South 105/106	Cape Coral	FL	33904	Ken	Doran
FL942	EXIT REALTY TREASURE COAST	772 446 1087	info@exittreasurecoast.com	886 N.E Jensen Beach Blvd	Jensen Beach	FL	34957	Taya	Roberts

GEORGIA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
GA628	EXIT TEAM REALTY	912 408 8000	angela@etrga.com	576 W. Oglethorpe Hwy	Hinesville	GA	31313	Bob	Powell
GA652	EXIT REALTY LAKE COUNTRY	706 377 3948	info@exitrealtylakecountry.com	453 W. Howell Street	Hartwell	GA	30643	Christy	Dwyer
GA678	EXIT TEAM REALTY	678 424 8300	angela@etrga.com	1755 The Exchange, Suite 204	Atlanta	GA	30339	Bob	Powell
GA679	EXIT REALTY LAKE COUNTRY	706 377 3948	info@exitrealtylakecountry.com	191 West Jefferson St	Madison	GA	30650	Christy	Dwyer
GA680	EXIT REALTY LAKE COUNTRY	706 377 3948	info@exitrealtylakecountry.com	6750 Hwy 53, Suite 105	Braselton	GA	30517	Christy	Dwyer
GA681	EXIT INTEGRITY REALTY	470 545 3010	georgiaexit@gmail.com	4353 Atlanta Hwy Suite 500	Loganville	GA	30052	Renee	Duncan

GA683	EXIT REALTY QUALITY SOLUTIONS	770 672 6069	sharon@sharonhenry.com	999 Whitlock Ave., Suite 15	Marietta	GA	30064	Sharon	Henry
GA684	EXIT REALTY QUALITY SOLUTIONS	770 672 6069	michele@michelecalloway.com	2014 Beaver Ruin Rd NW	Norcross	GA	30071	Sharon	Henry
GA685	EXIT REALTY WEST MIDTOWN	470 749 9378	admin@exitwestmidtown.com	1024 Donald L Hollowell Pkwy N.W Ste A	Atlanta	GA	30318	Michael	Williams
GA686	EXIT REALTY ADVANTAGE	706 668 5030	psims@exit-advantage.com	374 South Davis Rd Unit C	LaGrange	GA	30241	Patrick	Sims
GA687	EXIT REALTY LAKE COUNTRY	706 377 3948	aaron@exitrealtylakecountry.com	1031 Village Park Drive. Suite 101	Greensboro	GA	30642	Christy	Dwyer
GA688	EXIT HALLWAY REALTY	770 954 7400	dhall@hallwayrp.com	4751 Best Road, Suite 177	College Park	GA	30337	Daren	Hall
GA689	EXIT REALTY PARTNERS	678 619 6891	exitrealtypartnersga@gmail.com	509 N. Tennessee Street. Suite 108	Cartersville	GA	30120	Andrew	Lacy
GA695	EXIT REALTY LAKE COUNTRY	478 453 3524	info@exitrealtylakecountry.com	1001 Milledgeville Rd, Ste G	Milledgeville	GA	31061	Christy	Dwyer
GA700	EXIT COMMAND EXCELLENCE REALTY	404 429 6709	curtisbratton@gmail.com	Parkway. Building 1400 Ste 116	East Point	GA	30344	Curtis	Bratton
GA702	EXIT REALTY UNLIMITED	678 403 1662	rochellegreenrealestate@gmail.com	105 Brownsville Rd. Suite #3	Powder Springs	GA	30127	Rochelle	Green
GA705	EXIT TRACKSIDE REALTY	706 695 0044	etrsonya@gmail.com	99 Old CCC Camp Road	Chatsworth	GA	30705	Rudy	Ownbey
GA706	EXIT YI BROKER REALTY	470 299 4122	young@yibroker.com	2550 Pleasant Hill Rd. Suite 117	Duluth	GA	30096	Young	Woo

IOWA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
IA501	EXIT REALTY MASON CITY	641 424 3005	brian.m.carlson@hotmail.com	2401 S. Federal Avenue	Mason City	IA	50401	Brian	Carlson
IA505	EXIT REALTY NORTH STAR	515 981 5131	jon.niemeyer@exitrealtynorthstar.com	1039 Sunset Dr.	Norwalk	IA	50211	Jon	Niemeyer
IA506	EXIT REALTY CAPITAL CITY	515 253 3948	Timothy@solddesmoines.com	7009 Hickman Rd	Urbandale	IA	50322	Timothy	Schutte
IA510	EXIT REALTY FIRESIDE	563 549 7860	exitqc@exitqc.com	4509 N Brady Street	Davenport	IA	52806	Scott	Ryder
IA512	EXIT REALTY GROUP	563 265 1817	hugginshometeam@gmail.com	1617 2nd Avenue	Muscatine	IA	52761	Darrin & Stephanie	Huggins
IA513	EXIT REALTY MIDWEST	712 336 3405	brad@spiritlakehomes.com	1306 18th St. Suite C	Spirit Lake	IA	51360	Brad	Sanderson
IA513A	EXIT REALTY MIDWEST	712 580 3948	brad@spiritlakehomes.com	2402 Highway Blvd	Spencer	IA	51360	Brad	Sanderson
IA514	EXIT REALTY MIDWEST	712 546 4011	brad@spiritlakehomes.com	37 Plymouth St. NE	Le Mars	IA	51031	Brad	Sanderson
IA514A	EXIT REALTY MIDWEST	712 225 9100	brad@spiritlakehomes.com	109 N. 2nd St	Cherokee	IA	51012	Andrew	Carlson
IA518	EXIT REALTY FRONTIER	515 570 1100	kyle.olson@exitrealtyfrontier.com	321 Central Ave	Fort Dodge	IA	50501	Kyle	Olson

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IA523	EXIT EASTERN IOWA REAL ESTATE CORRIDOR	319 200 2700	john@exiteir.com	1965 51st St. N.E Suite B	Cedar Rapids	IA	52402	John	Beltramea
IA523A	EXIT EASTERN IOWA REAL ESTATE	319 200 2700	john@exiteir.com	1965 51st St. N.E Suite A	Cedar Rapids	IA	52402	John	Beltramea
IA526	EXIT REALTY PREMIER PROPERTIES	608 237 1770	exitrealtypdc@gmail.com	111 S. Main St	Monona	IA	52159	Cynthia	Luster
IA527	EXIT REALTY HOME/LAND PROPERTIES	641 562 2977	pam@exithomeland.com	201 N. Main St.	Buffalo Center	IA	50424	Pam	Yegge
IA527A	EXIT REALTY HOME/LAND PROPERTIES	515 295 7577	info@exithomeland.com	215 E. State Street	Algona	IA	50511	Pam	Yegge
IA528	EXIT REALTY HAWKEYE	319 626 2200	erik@exitrealtyhawkeye.com	1900 James St. Suite 1	Coralville	IA	52241	Erik	Melloy
IA529	EXIT HULS REALTY	641 236 8786	Mindy@EXITHulsRealty.com	615 Horseshoe Dr. Suite B	Grinnell	IA	50112	Mindy	Huls
IA530	EXIT REALTY DUBUQUE	563 231 7738	dennis@exitdubuque.com	1200 Cedar Cross Rd	Dubuque	IA	52003	Dennis	Buchheit
IA531	EXIT REALTY DYERSVILLE	563 875 0000	dennis@exitdubuque.com	1021 2nd Ave S.E	Dyersville	IA	52040	Dennis	Buchheit

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ILLINOIS

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
IL520	EXIT REAL ESTATE PARTNERS	630 967 0400	tomsailer@gmail.com	4901 Main Street	Downers Grove	IL	60515	Thomas	Sailer
IL521	EXIT STRATEGY REALTY	312 554 5478	nick@nicklibert.com	2235 W. North Avenue	Chicago	IL	60647	Nick	Libert
IL524	EXIT REALTY REDEFINED	630 480 4555	Rogerj@teamjenisch.net	1275 Butterfield Rd Suite 200	Wheaton	IL	60189	Roger	Jenisch
IL525	EXIT REALTY REDEFINED	708 430 8200	Rogerj@teamjenisch.net	6161 95th St.	Oak Lawn	IL	60453	Roger	Jenisch
IL527	EXIT REALTY REDEFINED	773 250 7410	kingakorpacz@gmail.com	2775 Algonquin Rd Suite 350	Rolling Meadows	IL	60008	Roger	Jenisch
IL528	EXIT STRATEGY REALTY	312 554 5478	nick@nicklibert.com	7300 S Cottage Grove Ave	Chicago	IL	60619	Nick	Libert
IL529	EXIT REALTY NEW BEGINNINGZ	618 529 4663	exit2newbeginningz@yahoo.com	231 Main St. Suite 1E	Carbondale	IL	62901	Jason	Mueller
IL530	EXIT REALTY AT HOME	773 502 5400	luis.premiersellingteam@gmail.com	1622 South Blue Island Avenue	Chicago	IL	60608	Luis	Rojas
IL531	EXIT TRUE DESIGN REALTY	708 573 8801	tgholmesrealty@gmail.com	11070 S. Western Ave. Suite 7	Chicago	IL	60643	Trudy	Holmes
IL532	EXIT REALTY 365	847 842 2200	joanne@exitrealty365.com	22000 North Pepper Rd	Barrington	IL	60010	Joanne	Levicki
IL533	EXIT REALTY REDEFINED	815 793 3631	kathyszram@kathyszram.com	7416 S. County Line Rd Suite D	Burr Ridge	IL	60527	Roger	Jenisch
IL534	EXIT REALTY WE	708 859 0650	esmeraldagil.eg@gmail.com	505 S. La Grange Rd	La Grange	IL	60525	Jose	Melendres
IL535	EXIT GRACE REALTY	773 972 6879	exitgracerealty@gmail.com	2945 N. Milwaukee Ave. Ste B	Chicago	IL	60618	Grace	Martinez

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INDIANA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name	
IN508	EXIT REALTY SOLUTIONS	219 237 9797	info.exitrealtysolutions@gmail.com	821 W. Glen Park Ave	Griffith	IN	46319	Dan	Nolan	1
KENTUCKY										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
KY504	EXIT REALTY CRUTCHER	502 839 9822	cindy@exitrealtycrutcher.com	502A Saffell St.	Lawrenceburg	KY	40342	Cindy	Crutcher	
KY507	EXIT REALTY CRUTCHER	502 327 9838	cindy@exitrealtycrutcher.com	8911 Greeneway Commons Pl	Louisville	KY	40220	Cindy	Crutcher	
KY513	EXIT REALTY CRUTCHER	502 783 6060	cindy@exitrealtycrutcher.com	60 Devils Hollow Rd	Frankfort	KY	40601	Cindy	Crutcher	
KY516	EXIT REALTY MCCAULEY	270 692 8800	larry@exitrealtymccauley.com	137 East Main Street	Lebanon	KY	40033	Vickie	Grimes	
KY517	EXIT REALTY ONE	502 552 8001	brian@myexitone.com	950 Breckenridge Lane Suite 010	Louisville	KY	40207	Brian	Bell	
KY525	EXIT REALTY BOLD MOVE	270 304 6032	exit_anne@hotmail.com	212 William Thomason Highway	Leitchfield	KY	42754	Anne	Ruemler	
KY526	EXIT EXPERIENCE REALTY	270 495 2626	exittobg@gmail.com	701 Dishman Lane Suite 2	Bowling Green	KY	42104	Cindy	Payne	
KY527	EXIT REALTY HOME FRONT	270 422 7945	exit_becky@hotmail.com	520 Broadway Street Suite #3	Bradenburg	KY	40108	Rebecca	Brown	
KY529	EXIT INTERSTATE REALTY	606 261 5043	adamhill99@gmail.com	1414 American Greet Card Rd	Corbin	KY	40701	Adam	Hill	
KY530	EXIT REALTY HEARTLAND	270 900 4416	Exitgrimes@hotmail.com	4611 N. Dixie Hwy Suite 201B	Elizabethtown	KY	42701	Vickie	Grimes	
KY531	EXIT EXTREME REAL ESTATE	859 273 0000	jasonszaks@yahoo.com	1795 Alysheba Way #1202	Lexington	KY	40509	Jason	Szaks	
KY535	EXIT REALTY GREEN & ASSOCIATES	502 709 7771	george@exitgreenteam.com	8607 Smyrna Pkwy Unit 108	Louisville	KY	40228	George	Green III	
KY536	EXIT REALTY BLUEGRASS	270 789 8879	exitrealtyjackie@gmail.com	119 Well Park Lane	Campbellsville	KY	42718	Vickie	Grimes	13
LOUISIANA										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
LA510	EXIT REALTY GROUP	225 364 2282	blakemhts2@gmail.com	3362 Brentwood Dr	Baton Rouge	LA	70809	Blake	Fowler	
LA511	EXIT REAL ESTATE CONSULTANTS	337 463 1000	waynehallexit@gmail.com	1909 N.Pine St.	DeRidder	LA	70634	Wayne	Hall	
LA512	EXIT REALTY NOLA PREMIERE	504 298 3948	kel@exitnola.com	2200 Veterans Blvd. Suite 206	Kenner	LA	70062	Kel	Kopecky	
LA516	EXIT REALTY SOUTHERN	337 287 9500	josh@exitrealtysouthern.com	2915 Commons St	Lake Charles	LA	70601	Josh	Foster	
LA517	EXIT REALTY SOUTHERN	337 287 9500	josh@joshfosterproperties.com	2730 Maplewood Drive	Sulphur	LA	70663	Josh	Foster	
LA518	EXIT BAYOU REALTY	337 226 9736	bayleighrigdon@gmail.com	420 Wesley Coleman Road	Longville	LA	70653	Stuart	Peterson	6

MASSACHUSETTS									
ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
MA613	EXIT PREMIER REAL ESTATE	781 270 4770	mark@exitpremier.com	85 Wilmington Road	Burlington	MA	1803	Mark	Bettinson
MA615	EXIT ASSURANCE REALTY	978 448 6800	jeff@EXITassurance.com	161 Main Street	Groton	MA	1450	Jeff	Gordon
MA639	EXIT FAMILY FIRST REALTY	978 988 3943	Shelley@exitfamilyfirst.com	21 Middlesex Ave, Unit 101	Wilmington	MA	1887	Shelley	Sainato
MA642	EXIT REALTY BEATRICE ASSOCIATES	978 777 3948	dbeatrice@exitrealtyba.com	191 S. Main Street	Middleton	MA	1949		
MA644	EXIT NEW OPTIONS REAL ESTATE	888 363 3948	admin@exitnewoptions.com	12 Main Street	Leominster	MA	1453	Denise	Wortman
MA646	EXIT REALTY BEATRICE ASSOCIATES	978 777 3948	dbeatrice@exitrealtyba.com	1711 Broadway 1st Floor	Saugus	MA	1906	Carol	Beatrice
MA653	EXIT BEACON POINTE REALTY	508 919 8070	exitbeaconpointe@gmail.com	382 West Main St.	Northborough	MA	1532	Lou	Gosselin
MA655	EXIT CAPE REALTY	508 499 2200	dave@exitcaperealty.com	4527 Falmouth Rd	Cotuit	MA	2635	Dave	Harris
MA656	EXIT REALTY ALL STARS	781 848 3948	exitrealtyplus@yahoo.com	359 Washington Street	Braintree	MA	2184	Jose E.	Perez
MA658	EXIT BAYSIDE REALTY	617 265 6111	carla@exitbaysiderealty.com	1810 Dorchester Avenue #9C	Boston	MA	2124	Carla	Pantaleon-Stovell
MA660	EXIT REAL ESTATE EXECUTIVES	508 885 5555	exitreexecutives@gmail.com	130 W. Main St.	Spencer	MA	1562	Michelle	Terry
MA662	EXIT CAPE REALTY	508 499 2200	dave@exitcaperealty.com	2660 Route 6A Main St	Brewster	MA	2631	Dave	Harris
MA663	EXIT CAPE REALTY	508 499 2200	dave@exitcaperealty.com	557 North Falmouth Hwy	North Falmouth	MA	2556	Dave	Harris
MA667	EXIT REALTY ALL STARS	781 848 3948	jose@exitrealtyallstars.com	59 North Pearl Street	Brockton	MA	2301	Jose E.	Perez
MA669	EXIT BEACON POINTE REALTY	508 919 8070	exitbeaconpointe@gmail.com	435 Shrewsbury St. 3rd Floor	Worcester	MA	1604	Lou	Gosselin
MA670	EXIT SUNSHINE REALTY	617 942 7251	louismjeanniton@gmail.com	1226 Hyde Park Ave, Suite 2	Hyde Park	MA	2136	Louis	Jeanniton

MARYLAND									
ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
MD503	EXIT 1 STOP REALTY	301 855 7867	cstommel@1stoprealty.net	10130 Southern Maryland Blvd.	Dunkirk	MD	20754	Connie	Stommel
DC511	EXIT FLAGSHIP REALTY	301 841 7551	melvin@exitflagship.com	1140 3rd Street NE	Washington	DC	20002	Melvin	Yates
DC512	EXIT KEYS REALTY	202 489 6110	ofakinlede.realtor@gmail.com	1 Thomas Circle, Suite 700	Washington	DC	20005	Olatokunbo	Fakinlede
DC513	EXIT AFFLUENT HOME REALTY	202 916 7455	rmclendon@affluentre.com	700 Pennsylvania Ave SE 2nd Floor	Washington	DC	20003	Rayna	McLendon
MD513	EXIT RIGHT REALTY	301 362 4500	carlos@exitrightrealty.com	8730-16 Cherry Lane	Laurel	MD	20707	Carlos	Lancaster

MD517	EXIT SPIVEY PROFESSIONAL REALTY	410 465 0083	donnell@exitspiveypros.com	9396 B. Baltimore National Pike	Ellicott City	MD	21042	Donnell	Spivey Sr.
MD523	EXIT PREFERRED REALTY	410 670 9100	craig.exitpreferred@gmail.com	2105 Laurel Bush Rd. Suite 110	Bel Air	MD	21015	Craig J.	Strobel
MD534	EXIT COMMUNITY REALTY	240 623 3948	Exitcommunityrealty@gmail.com	4200 Forbes Blvd., Ste 121	Lanham	MD	20706	George	Bryant Jr
MD545	EXIT LANDMARK REALTY	301 934 2022	myexitagent@yahoo.com	4550 Crain Highway Suite 100	White Plains	MD	20695	Bernadette	Cole
MD549	EXIT RESULTS REALTY	410 705 6295	jim.hyatt@exitresults.com	5517 Oregon Ave	Arbutus	MD	21227	Jim	Hyatt, Jr.
MD551	EXIT RESULTS REALTY	410 705 6296	tina.hyatt@exitresults.com	6020 Meadowridge Center Dr. Suite M	Elkridge	MD	21075	Jim	Hyatt, Jr.
MD552	EXIT BY THE BAY REALTY	443 975 7555	exitbythebay@gmail.com	222 Merrimac Court	Prince Frederick	MD	20678	Jennifer	Anderson
MD554	EXIT PREFERRED REALTY	410 670 9100	craig.exitpreferred@gmail.com	8839 Belair Rd.	Nottingham	MD	21236	Craig J.	Strobel
MD555	EXIT PREFERRED REALTY	410 398 9000	craig.exitpreferred@gmail.com	2615 Augustine Herman Hwy	Chesapeake City	MD	21915	Craig J.	Strobel
MD558	EXIT LANDMARK REALTY	301 868 0500	myexitagent@yahoo.com	8222 Schultz Road	Clinton	MD	20735	Bernadette	Cole
MD560	EXIT FIRST REALTY	301-352-8100	vernada@realtor.com	2139 Espey Court, Suite #1	Crofton	MD	21114	Vernada	Williams
MD562	EXIT FLAGSHIP REALTY	301 841 7551	melvin@exitflagship.com	1221 Caraway Court. Suite 1050	Upper Marlboro	MD	20774	Melvin	Yates
MD563	EXIT ON THE BAY REALTY	410 228 2900	dan@exitotb.com	122 Cedar Street	Cambridge	MD	21613	Dan	Shoemaker III
MD564	EXIT REALTY PERSPECTIVES	410 777 8433	jrsellsmaryland@gmail.com	1826 Woodlawn Drive Ste. 1	Woodlawn	MD	21207	J. R.	Smith
MD569	EXIT COMMUNITY REALTY ANNAPOLIS	410 266 3030	EXITCommunityRealtyAnnapolis@gmail.com	211 Main St Suite 2	Annapolis	MD	21401	George	Bryant Jr
MD570	EXIT ON THE HARBOR REALTY	410 919 9660	saul@exitontheharbor.com	600 Fairmount Avenue	Towson	MD	21286	Saul	Kloper
MD572	EXIT ABOVE REALTY	240 770 5393	ekekwe@aboverealtysolutions.com	3321 Toledo Terrace #101	Hyattsville	MD	20782	Olekanma	Ekekwe
MD573	EXIT WYSE REALTY	410 790 0362	lharris1632@gmail.com	10440 Little Patuxent Pky, Ste 300	Columbia	MD	21044	Herschell	Harris
MD574	EXIT ON THE BAY REALTY	410 304 2011	dan@exitotb.com	321 Saddler Road	Grasonville	MD	21638	Dan	Shoemaker III
MD575	EXIT REALTY ENTERPRISES	301 593 4811	vincentekuban@yahoo.com	8701 Georgia Avenue, Ste. 509	Silver Spring	MD	20910	Vincent	Ekuban
MD576	EXIT HERE REALTY	301 932 7800	pattifirstchoice@aol.com	28967 Three Notch Road Unit B	Mechanicsville	MD	20659	Patti	Stinnett
MD577	EXIT REALTY CENTER	301 703 8169	KellySteichen@outlook.com	205 E Ridgeville Blvd	Mt. Airy	MD	21771	Kelly	Steichen
MD578	EXIT MILLENNIUM REALTY	866 642 2721	info@exitmillennium.com	10770 Columbia Pike, Suite 300E1	Silver Spring	MD	20901	Jonathan	Rundlett
MD579	EXIT ON THE BAY REALTY	410 822 2152	dan@exitotb.com	29 E Dover Street	Easton	MD	21601	Dan	Shoemaker III

MD580	EXIT RESULTS REALTY	443 588 5062	tina.hyatt@exitresults.com	3905 Mountain Rd., Suite A	Pasadena	MD	21122	Jim	Hyatt, Jr.
MD581	EXIT DELUXE REALTY	800 761 1690	info@exitrealtynationalharbor.com	137 National Plaza, Suite 300	National Harbor	MD	20745	Olatokunbo	Fakinlede
MD582	EXIT HERE REALTY	301 932 7800	pattifirstchoice@aol.com	3475 Leonardtown Rd. Ste 101	Waldorf	MD	20601	Patti	Stinnett
MD583	EXIT DELUXE REALTY	202 489 6110	ofakinlede.realtor@gmail.com	7200 Wisconsin Ave, Suite 500	Bethesda	MD	20814	Olatokunbo	Fakinlede
MD584	EXIT REALTY AT THE BEACH	410 208 3948	dan@exitotb.com	11002 Unit 3 Manklin Meadows Lane	Ocean Pines	MD	21811	Dan	Shoemaker III
MD585	EXIT REALTY OCEAN CITY	410 524 3948	Bernie@EXITrealtyoc.com	5700 Coastal Hwy Suite 202	Ocean City	MD	21842	Bernie	Alvey
MD586	EXIT VANGUARD REALTY	770 851 7268	realtor.rorie@gmail.com	1113 Odenton Road Suite 1F/G	Odenton	MD	21113	Kevin	Rorie
MD587	EXIT NORSTAR REALTY	410 891 0091	pamdotson100@gmail.com	311 Crain Hwy S.	Glen Burnie	MD	21061	Pam	Dotson
MD588	EXIT PREFERRED REAL ESTATE SERVICES	801 970 9776	mhc@exitpresrealty.com	986 Swan Creek	Ft. Washington	MD	20744	Michele	Harris-Carter

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MAINE

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
ME501	EXIT KEY REAL ESTATE	207 636 2222	elias@exitkeyrealestate.com	20 Emery Mills Road	Shapleigh	ME	4076	Jane	Thomas
ME502	EXIT OCEANSIDE REALTY	207 646 8333	rick@exitoceansiderealty.com	913 Post Rd Box 3	Wells	ME	4090	Rick	Coyne
ME505	EXIT HERITAGE REAL ESTATE	207 560 3569	danh@EXITheritagerealestate.com	436 North High Street	Bridgton	ME	4009	Steve	Gourley

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MICHIGAN

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
MI639	EXIT REALTY 1ST	517 796 9300	Admin@EXITjackson.com	740 Laurence Ave	Jackson	MI	49202	Kimberly	Gibbs
MI640	EXIT REALTY GROUP	810 245 2600	jeanne@exitrealtygroup.net	489 W Nepessing Street	Lapeer	MI	48446	Jeanne	McCorkle
MI644	EXIT NORTHERN SHORES REALTY	231 258 0927	stephen@sckaras.com	204 S. Cedar Street	Kalkaska	MI	49646	Stephen	Karas
MI667	EXIT NORTHERN SHORES REALTY	231 264 9833	stephen@sckaras.com	710 US Hwy 31	Elk Rapids	MI	49629	Stephen	Karas
MI668	EXIT REAL ESTATE OF LUDINGTON	231 845 5353	RobinKoikas@ExitRealEstateofLudington.com	401 W. Ludington Ave. Ste. 101	Ludington	MI	49431	Robin	Koikas
MI674	EXIT REALTY PARAMOUNT	231 946 4404	holly@tcexit.com	515 W Fourteenth St.	Traverse City	MI	49684	Holly	Hack
MI677	EXIT REALTY PREMIER	231 597 8000	rmkopernik@att.net	1160 E. State St. Suite 2	Cheboygan	MI	49721	Roger	Kopernik
MI679	EXIT REALTY SELECT PARTNERS	517 349 3948	admin@exitgl.com	6910 S. Cedar St	Lansing	MI	48911	Sue	Dickinson
MI680	EXIT REALTY SELECT PARTNERS	517 349 3948	admin@exitgl.com	414 S. Clinton St.	Grand Ledge	MI	48837	Sue	Dickinson

MI681	EXIT REALTY HOME PARTNERS	517 803 2345	broker@exithomepartners.com	1000 S. Washington Ave Suite 104	Lansing	MI	48910	Jonathan	Lum
MI684	EXIT REALTY PROPERTY PARTNERS	616 681 3948	christicronk@gmail.com	4492 Plainfield Ave	Grand Rapids	MI	49525	Christi	Cronk
MI685	EXIT COLONIAL HOUSE REAL ESTATE	989 291 3700	tcilibraise@yahoo.com	201 S. Main Street	Sheridan	MI	48884	Tammy	Cilibraise
MI686	EXIT GREAT LAKES REALTY	517 543 1202	promichllc@gmail.com	115 W. Lawrence Ave	Charlotte	MI	48813	Ryan	Halsey
MI687	EXIT REALTY LAND AND LAKES	231 839 6500	homessoldbysara@gmail.com	1263 S. Lakeshore Dr	Lake City	MI	49651	Sara	Crawford
MI689	EXIT WATERWAY REALTY	231 238 2440	geo.nc1@charter.net	6301 M-68 Ste. E	Indian River	MI	49749	George	Chorey
MI690	EXIT REALTY 1ST	734 627 1400	Admin@EXITjackson.com	1250 S. Main Street Suite 2	Chelsea	MI	48118	Kimberly	Gibbs
MI691	EXIT REALTY AT HOME	517 489 2550	manager@exitrealtyathome.com	1427 West Saginaw Suite #110	East Lansing	MI	48823	Heather	Driscoll
MI692	EXIT REALTY ADVANTAGE	517 281 2690	gary@exitadvantagerealestate.com	624 S Cedar Street Suite 500	Mason	MI	48854	Gary	Naeyaert
MI693	EXIT UNITED REALTY PROFESSIONALS	248 677 3220	exitunitedrealtypros@gmail.com	611 W. Nine Mile Rd	Ferndale	MI	48220	LaQua	Loyd

MINNESOTA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
MN508	EXIT REALTY NEXUS	763 548 1400	dangelo@exitrealtynexus.com	2143 Northdale Blvd.	Coon Rapids	MN	55433	Frank	D'Angelo
MN529	EXIT LAKES REALTY PREMIER	218 454 3948	chad@upnorthemail.com	7153 Forthun Rd. Suite 120	Baxter	MN	56425	Chad	Schwendeman
MN529A	EXIT LAKES REALTY PREMIER	218 454 3948	chad@upnorthemail.com	17 West Main Street	Crosby	MN	56441	Chad	Schwendeman
MN531	EXIT REALTY NEXUS	763 548 1400	dangelo@exitrealtynexus.com	17323 US-10 Suite B&C	Elk River	MN	55330	Frank	D'Angelo
MN533	EXIT REALTY RIVERTOWN	651 388 2122	candace@exitrealtyrivertown.com	2966 North Service Drive	Red Wing	MN	55066	Lori	Simonson
MN534	EXIT REALTY NEXUS	320 515 2122	info@exitrealtynexus.com	210 Main St W	Isle	MN	56342	Frank	D'Angelo
MN536	EXIT REALTY - GREAT PLAINS	888 446 2973	lee@exitisgreat.com	401 2nd Street	Jackson	MN	56143	Lee A.	Porter
MN536A	EXIT REALTY - GREAT PLAINS	888 446 2973	lee@exitisgreat.com	400 South State Street Suite #330	Fairmont	MN	56031	Lee A.	Porter
MN536B	EXIT REALTY - GREAT PLAINS	507 847 2104	lee@exitisgreat.com	225 9th St	Windom	MN	56101	Lee A.	Porter
MN537	EXIT MINNESOTA LAKES REALTY	320 491 9055	red@rea-alp.com	15016 Walnut Lane N.E	Miltona	MN	56354	Dorothy	Reiner
MN538	EXIT REALTY LEADERS	612 470 3948	office@exitleaders.com	20765 Holyoke Ave	Lakeville	MN	55044	Nick	Leavy
MN539	EXIT REALTY SPRINGSIDE	866 709 7770	jeffk@springsiderealty.com	1860 Wooddale Drive Suite 100	Woodbury	MN	55125	Jeff	Klemmer

MN540	EXIT LAKES REALTY PREMIER	612 208 1358	chad@upnorthemail.com	1300 Godward St. NE Suite 1300	Minneapolis	MN	55413	Justin	Burke
MN543	EXIT REALTY BEMIDJI	218 444 2204	marty@paulbunyan.net	140 Paul Bunyan Dr NW	Bemidji	MN	56601	Trent	Eineichner
MN544	EXIT REALTY EDINA	651 427 3948	office@exitsellsedina.com	5100 Edina Industrial Blvd. Suite 221	Edina	MN	55439	Michael	Barnett
MN545	EXIT REALTY ROCHESTER	507 258 6464	tara@exitrealtyrochester.com	17 12th St. NE	Rochester	MN	55906	Tara	Johnson
MN546	EXIT REALTY METRO	612 238 1099	nick@ermetro.com	275 Market St. Ste 501	Minneapolis	MN	55405	Carson	Brooks
MN547	EXIT REALTY METRO	952 393 3376	nick@ermetro.com	25930 2nd St. E Suite A	Zimmerman	MN	55398	Carson	Brooks

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MISSOURI

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
MO510	EXIT ELITE REALTY	636 464 3222	jakers06@charter.net	1960 Richardson Road	Arnold	MO	63010	John	Akers, Jr.
MO512	EXIT REALTY PROFESSIONALS	816 581 0333	office@exitrealtykc.com	9852 N. McGee Street	Kansas City	MO	61455	Mitchell	Straight
MO522	EXIT ALL AMERICAN REALTY	573 336 3733	nextexit161@gmail.com	376 Suite 1 Old Rt 66	St. Robert	MO	65584	LaGail	Teel
MO523	EXIT ALL AMERICAN REALTY	573 426 3948	nextexit161@gmail.com	219 W. State Route 72. Suite C	Rolla	MO	65401	LaGail	Teel

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MISSISSIPPI

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
MS511	EXIT SOUTHERN REALTY	601 909 6940	sherrytaylorpullens@gmail.com	59 98th Place Blvd.	Hattiesburg	MS	39402	Sherry	Pullens
MS514	EXIT MAGNOLIA COAST REALTY	228 206 0708	Tiffany@EXITmcr.com	12207 Hwy 49 Unit 40	Gulfport	MS	39503	Tiffany	Marshall
MS520	EXIT PRESTIGE LUXURY REALTY	228 388 5888	tashia@exitbiloxi.com	2598 Pass Rd Suite B	Biloxi	MS	39531	Tashia	McGinn
MS522	EXIT MAGNOLIA COAST REALTY	228 206 0708	tiffany@exitmcr.com	1520 29th Ave. Suite 2	Gulfport	MS	39501	Tiffany	Marshall
MS524	EXIT PRESTIGE LUXURY REALTY	228 388 5888	tashia@exitbiloxi.com	207 E. Scenic Dr.	Pass Christian	MS	39571	Tashia	McGinn
MS525	EXIT MONARCH REALTY	601 944 4240	renee@exitmonarchrealty.com	1107 Frontage Drive East, Suite D	Wiggins	MS	39577	Renee'	Abbenante
MS526	EXIT NEW DOOR REALTY	601 488 3948	tony@exitnewdoorrealty.com	207 W. Jackson Street	Ridgeland	MS	39157	Tony	Bahou
MS528	EXIT PRESTIGE LUXURY REALTY	228 388 5888	tashia@exitbiloxi.com	1121 Jackson Ave	Pascagoula	MS	39567	Tashia	McGinn
MS530	EXIT COASTAL GATEWAY REALTY	228 206 1556	jmarble@exitcoastalgatewayrealty.com	4405 East Aloha Drive, Suite F	Diamondhead	MS	39525	James	Marble
MS531	EXIT SOUTHERN CHARM REALTY	662 510 8455	arielle@exitscr.com	1326 Goodman Road East	Southaven	MS	38671	Arielle	Reece
MS532	EXIT REALTY HEART PROPERTIES	228 285 7450	jacki@heartproperties.net	1315 Bienville Blvd	Ocean Springs	MS	39564	Jacki	Thornburg

MS533	EXIT BAY REALTY	601 916 1974	sherrytaylorpullens@gmail.com	124 Main St	Bay St Louis	MS	39520	Sherry	Pullens
MS534	EXIT REALTY LEGACY GROUP	601 750 9494	melanie.greer89@gmail.com	1078 Gluckstadt Road Suite 102	Madison	MS	39110	Melanie	Greer
MS535	EXIT COASTAL LIVING REALTY	228 380 1977	illingEXITCLR@gmail.com	15218 Lemoyne Blvd	Biloxi	MS	39532	Tanya	Illing
MS536	EXIT REALTY SOUTHERN LEGACY	601 419 3191	jeni@exitrealtysouthernlegacy.com	1473 Highway 98 East Suite #1	Columbia	MS	39429	Jeni	Butler

MONTANA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
MT503	EXIT REALTY MISSOULA	406 721 1010	kevin@exitrealtymsla.com	715 Kensington Ave., Suite 13	Missoula	MT	59801	Kevin	Bailey
MT503B	EXIT REALTY MISSOULA PLEASANTVIEW	406 241 0024	kevin@exitrealtymsla.com	2816 Mary Jane Blvd	Missoula	MT	59808	Kevin	Bailey
MT503C	EXIT REALTY MISSOULA SOUTH	406 926 1112	kevin@exitrealtymsla.com	16366 Old US Highway 93	Lolo	MT	59847	Kevin	Bailey
MT505	EXIT REALTY BITTERROOT VALLEY	406 375 9251	max@exitrealtybv.com	99 Marcus St. Floor 3	Hamilton	MT	59840	Max	Coleman
MT505A	EXIT REALTY BITTERROOT VALLEY	406 375 9251	max@exitrealtybv.com	406 Main St. Suite C	Stevensville	MT	59840	Max	Coleman
MT507	EXIT REALTY HELENA	406 449 8831	bob@exitrealtyhelena.com	849 Great Northern Blvd	Helena	MT	59601	Robert	Den Herder
MT507A	EXIT REALTY HELENA	406 449 8831	bob@exitrealtyhelena.com	2 S. Morton	East Helena	MT	59635	Robert	Den Herder
MT508	EXIT REALTY GREAT FALLS	406 770 3948	john@exitjkrealty.com	203 Smelter Ave N.E	Great Falls	MT	59404	John	Lind
MT509	EXIT REALTY POLSON	406 207 6729	gracelyn6729@gmail.com	49628 Hwy 93	Polson	MT	59860	Max	Coleman
MT510	EXIT REALTY LAUREL	406 839 0372	lisa@exitrealtylaurel.com	221 West 1st Street	Laurel	MT	59044	Lisa	Slattery

NORTH CAROLINA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
NC517	EXIT REALTY MOUNTAIN VIEW PROPERTIES	828 837 2288	properties@exitmurphy.com	14 Valley River Ave	Murphy	NC	28906	Corky	Vetten
NC521	EXIT REALTY ELITE PROPERTIES	704 262 3948	brandy.sellersus@yahoo.com	1 Buffalo Ave. NW Suite 3301	Concord	NC	28025	Brandy	Sellers
NC560	EXIT REALTY PREFERRED	910 904 7355	candiquigley@gmail.com	250 Lindsay Rd	Raeford	NC	28376	Candilee	Quigley
NC565	EXIT EAST CAROLINA REALTY	910 406 1455	christina@christinablock.com	14548 US Hwy, 17 N	Hampstead	NC	28443	Christina	Block
NC567	EXIT REALTY PREFERRED - FAYETTEVILLE	910 229 2520	exitfayettevillehomes@gmail.com	3035 - L Boone Trail Extension	Fayetteville	NC	28304	Heather	Faircloth
NC568	EXIT REALTY GROUP	704 790 1400	gthomas@thomaspropertygroup.net	15720 Brixham Hill Ave, Suite 300	Charlotte	NC	28277	Grady	Thomas
NC571	EXIT REALTY PREFERRED TRIANGLE	919 706 7778	mikaela@exitrealtytriangle.com	1100 Logger Ct. Suite H-100	Raleigh	NC	27609	Mikaela	Rojas

NC572	EXIT HOMETOWN REALTY	252 364 4944	amykrealtor@outlook.com	1913 N Berkeley Blvd. Suite 5	Goldsboro	NC	27534	Erica	Sasser	
NC573	EXIT REALTY PREFERRED TRIAD	910 624 6857	candiquigley@gmail.com	1540 Westbrook Plaza Drive	Winston-Salem	NC	27103	Pam	Godfrey	
NC574	EXIT HOMETOWN REALTY	252 364 4944	amykrealtor@outlook.com	3101 Evans Street, Suite C	Greenville	NC	27834	Susan	Wilkins	
NC576	EXIT REALTY EXPERTS	828 712 4838	melissa@exitrealtyexperts.com	318 N Suite 7 Main Street	Hendersonville	NC	28792	Melissa	Webb	
NC577	EXIT REALTY VISION	828 484 9268	dianesellsdreamhomes@gmail.com	101 Weaver Blvd.	Weaverville	NC	28787	Diane	Simmons	12
NORTH DAKOTA										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
ND501	EXIT REALTY HEARTLAND	701 205 1350	office@ermetro.com	1325 DeMers Ave., Suite B	Grand Forks	ND	58201	Nick	Leavy	1
NEBRASKA										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
NE501	EXIT REALTY PROFESSIONALS	402 466 8181	Tlindstrom@exitrp.com	8320 Northwoods Dr. Suite 500	Lincoln	NE	68505	Terry	Lindstrom	1
NEW HAMPSHIRE										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
NH505	EXIT REALTY LEADERS	603 539 9595	ted@exitune.com	810 Route 16	Ossipee	NH	3864	Carol	Gartland-Bateman	
NH506	EXIT REWARD REALTY	603 435 7800	donna@exitrewardrealty.com	79 High Street	Pittsfield	NH	3263	Donna	Ward	
NH509	EXIT REALTY GREAT BEGINNINGS	603 856 7169	exitrgb@gmail.com	6 Garvins Falls Rd.	Concord	NH	3301	Kathleen	Ahlin	
NH515	EXIT REALTY TRAILBLAZERS	603 915 1531	exitnh@gmail.com	5 Glen Avenue	Berlin	NH	3570	Chris	Capitelli	4
NEW JERSEY										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
NJ501	EXIT REALTY LUCKY ASSOCIATES	973 817 7700	luis.nogueira@luckyrealty.com	290 Ferry St.	Newark	NJ	7105	Luis	Nogueira	
NJ503	EXIT REALTY LUCKY ASSOCIATES	908 289 7746	luis.nogueira@luckyrealty.com	640 Newark Ave.	Elizabeth	NJ	7208	Luis	Nogueira	
NJ519	EXIT ON THE HUDSON REALTY	201 437 0411	annetterubin@exitonthehudson.com	867 Broadway	Bayonne	NJ	7002	Annette	Rubin	
NJ540	EXIT GOLDEN REALTY GROUP	201 997 4425	alex@exitgolden.com	142 Ridge Road	North Arlington	NJ	7031	Carlos	Jesus	
NJ575	EXIT GOLDEN REALTY GROUP	201 997 4425	alex@exitgolden.com	50 Midland Ave	Kearny	NJ	7032	Luis	Gaspar	
NJ576	EXIT PLATINUM REALTY	973 746 4777	eprteam@exitplatinumrealty.biz	200 Claremont Ave	Montclair	NJ	7042	Yvonne	Marshall	
NJ580	EXIT REALTY PREMIER	908 486 9399	mpimentel26@gmail.com	18 Hussa St. 2nd Floor	Linden	NJ	7036	Maria	Pimentel	

NJ583	EXIT CLASSIC REALTY	973 386 9900	sue@exitclassicrealty.com	1 Bank St.	Rockaway	NJ	7866	Susan	Wadleigh
NJ586	EXIT REALTY EAST COAST SHIRVANIAN	732 946 2000	info@exitrealtyec.com	57 E. Main Street	Holmdel	NJ	7733	Robert	Shirvanian, Jr
NJ589	EXIT REALTY EAST COAST SHIRVANIAN	732 229 8700	info@exitrealtyec.com	964 Broadway	West Long Branch	NJ	7764	Robert	Shirvanian, Jr
NJ604	EXIT REALTY JP ROTHERMEL	609 714 3948	jprothermel@aol.com	5 Wilkins Station Rd	Medford	NJ	8055	Judy	Rothermel
NJ605	EXIT REALTY EAST COAST SHIRVANIAN	877 778 3948	roberts@exitrealtyec.com	280 Highway 35 South	Middletown	NJ	7701	Robert	Shirvanian, Jr
NJ610	EXIT BLUE WATER REALTY	888 717 3948	chris@exitbluewater.com	1027 South Broad St., Ste. 200	Trenton	NJ	8611	Christopher	Carlino
NJ611	EXIT BLUE WATER REALTY	732 696 8088	exitbluewaterteam@gmail.com	943 Highway 34	Matawan	NJ	7747	Christopher	Carlino
NJ616	EXIT REALTY JERSEY SHORE	732 573 1550	sharonexitbroker@gmail.com	2029 Route 37 East	Toms River	NJ	8753	Sharon	Miranda
NJ618	EXIT NEIGHBORHOOD REALTY	973 663 1660	rfuge@exitrt15.com	725 Route 15, Unit #106	Jefferson	NJ	7849	John	Leavitt III
NJ619	EXIT REALTY CONNECTIONS	908 842 0010	sayerdebbie@ymail.com	149 Main St.	Hackettstown	NJ	7840	Debra	Sayer
NJ621	EXIT MBR REALTY	856 667 2000	mike@mbrrealty.com	660 N. Kings Highway	Cherry Hill	NJ	8034	Michael	Bruccoliere
NJ623	EXIT REALTY CONNECTIONS	973 750 4440	sayerdebbie@ymail.com	1152 RT 10 Ste P	Randolph	NJ	7869	Debra	Sayer
NJ625	EXIT HOMESTEAD REALTY PROFESSIONALS	856 692 3948	stephanie@exithomepros.com	1070 E. Chestnut Ave	Vineland	NJ	8360	Stephanie	Verderose
NJ629	EXIT REALTY URBAN LIVING	201 380 4200	sunilchillar@hotmail.com	381 Monmouth St	Jersey City	NJ	7302	Sunil	Chillar
NJ630	EXIT REALTY JACKSON NJ	732 367 2888	exitrealtyjacksonnj@gmail.com	2200 W. County Line Road	Jackson	NJ	8527	Michael	Kafton
NJ631	EXIT REALTY WASHINGTON TOWNSHIP	856 352 4045	sharonwoodsrealtor@gmail.com	2A Shoppers Lane	Turnersville	NJ	8012	Sharon	Woods
NJ632	EXIT REALTY SMART MOVE	609 597 2100	exitsmartmoverealty@gmail.com	795 N. Main St	Manahawkin	NJ	8050	Jean	Calvetto
NJ634	EXIT REALTY JERSEY SHORE	732 892 2060	sharonexitbroker@gmail.com	816 Ocean Road	Point Pleasant	NJ	8742	Sharon	Miranda
NJ635	EXIT REALTY JERSEY SHORE	732 920 2060	sharonexitbroker@gmail.com	890 Mantoloking Rd	Brick	NJ	8723	Sharon	Miranda
NJ637	EXIT SOLGAR REALTY	973 282 8642	olga@solgarrealty.com	200 Diamond Bridge Ave	Hawthorne	NJ	7506	Olga	Clavijo
NJ638	EXIT D'AGOSTINO AGENCY REAL ESTATE	609 561 6112	jjr@dagostinoagency.com	105 N White Horse Pike	Hammonton	NJ	8037	John	D'Agostino Jr.
NJ639	EXIT CORNERSTONE REALTY	973 927 0250	rjsosnovik@aol.com	438 US Route 46	Kenvil	NJ	7847	Raymond	Sosnovik
NJ640	EXIT REALTY CONNECTIONS	973 823 0231	sayerdebbie@ymail.com	225 Route 23 North, Suite 2l	Hamburg	NJ	7419	Debra	Sayer
NEW MEXICO									

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
NM518	EXIT REALTY HORIZONS	575 532 5678	joseph@exithorizons.com	3519 Foothills Rd	Las Cruces	NM	88011	Chris	Harrison
NM521	EXIT REALTY ADVANTAGE NM	505 500 8222	pam@ExitRealtyPagosa.com	1615 Central Ave Suite 100	Los Alamos	NM	87544	Lance	Eaton
TX603	EXIT WEST REALTY	915 585 8899	steve@exitrealtyelp.com	299 Shadow Mountain	El Paso	TX	79912	Rick	Snow
TX623	EXIT EAST REALTY	915 540 6401	ben@exitrealtyelp.com	1700 N. Zaragoza. Suite 117	El Paso	TX	79936	Rick	Snow
TX625	EXIT REALTY CENTRAL	915 702 0158	elphomefinder@yahoo.com	5724 Trowbridge	El Paso	TX	79925	Maria	Rojas
TX629	EXIT SUNRISE REALTY	915 271 8133	george.bell1971@gmail.com	13650 Eastlake, Ste 506	El Paso	TX	79928	Ben	Williams
TX634	EXIT ELITE REALTY	915 262 8915	ramonahull.eprealtor@gmail.com	4860 Woodrow Bean Transmountain, Ste D-405	El Paso	TX	79924	Ben	Williams

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NEVADA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
NV523	EXIT REALTY NUMBER ONE	702 949 2409	dawn@exiterno.com	316 S. Jones Blvd	Las Vegas	NV	89107	Dawn	Houlf
NV524	EXIT REALTY THE RIGHT CHOICE	702 545 0800	customercare.trcrealtyhenderson@gmail.com	8925 South Pecos Rd. #15C	Henderson	NV	89074	Jade	Buckman
NV525	EXIT REALTY THE RIGHT CHOICE	775 384 3440	buckmanrealestate@gmail.com	8630 Technology Way, Suite C	Reno	NV	89521	Jade	Buckman

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NEW YORK

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
NY501	EXIT REALTY HOMEWARD BOUND	607 729 5500	john@exitnys.com	1500 Vestal Pkwy E Suite 101	Vestal	NY	13850	Robert	Farrell
NY533	EXIT REALTY TEAM	718 358 4000	info@exitrealtyteam.com	45-66 162nd Street	Flushing	NY	11358	Charles	Chang
NY575	EXIT ALL SEASONS REALTY	718 345 4545	roman.d@exitallseasons.com	345 Nostrand Ave	Brooklyn	NY	11216	Jaroslaw	Kaszuba
NY576	EXIT ALL SEASONS REALTY	718 416 4411	jkaszuba@optonline.net	65-46 Grand Ave	Maspeth	NY	11378	Jaroslaw	Kaszuba
NY579	EXIT REALTY FRONT AND CENTER	607 724 3948	barb@exitfac.com	1163 Front Street, Suite 2	Binghamton	NY	13905	Barbara	Gallo
NY585	EXIT REALTY ONE	718 997 6667	brokers@exitrealtyone.com	91-06 63rd Drive	Rego Park	NY	11374	Annie	Agardi
NY593	EXIT REALTY TOP PROPERTIES	718 256 4000	tomcodal@aol.com	7610 13 Ave.	Brooklyn	NY	11228	Thomas	D'Alcamo
NY596	EXIT REALTY ACHIEVE	631 543 2009	exitachieve@gmail.com	956 W. Jericho Turnpike	Smithtown	NY	11787	Susan	Hamblen
NY597	EXIT REALTY CENTRAL	718 848 5900	frontdesk13307@gmail.com	106-14 Rockaway Blvd.	Ozone Park	NY	11417	John	Rodriguez
NY607	EXIT REALTY PROFESSIONALS	718 838 2600	careyyangexitny@gmail.com	6203 18th Ave	Brooklyn	NY	11204	Carey	Yang

NY613	EXIT REALTY BEST	718 372 8200	johnwusold@gmail.com	8410 20th Avenue	Brooklyn	NY	11214	Eric	Chan
NY614	EXIT REALTY FIRST CHOICE	718 380 2500	exitny@gmail.com	180-32 Union Turnpike	Fresh Meadows	NY	11365	Roman	Davydov
NY614A	EXIT REALTY FIRST CHOICE	718 380 2500	exitrealtyfirstchoice@gmail.com	166-20 Union Turnpike	Fresh Meadows	NY	11365	Roman	Davydov
NY616	EXIT REALTY ALL PRO	631 647 8844	lennyexit@gmail.com	269 W. Main St.	Bay Shore	NY	11706	Lenny	Simonetti
NY622	EXIT REALTY HILLCOURT	516 593 4141	hrojas@exitrealtyhillcourt.com	59 Rockaway Avenue	Valley Stream	NY	11580	Henry	Rojas
NY624	EXIT REALTY GROUP	718 319 8500	sonny@exitrealtygroup.com	985 Allerton Ave	Bronx	NY	10469	Sonny	Vataj
NY625	EXIT REALTY CONNECTIONS	845 298 6034	linom@exitrealtyconnections.com	2790 W. Main St.	Wappingers Falls	NY	12590	James	Whitney, III
NY627	EXIT CHAMPION REALTY	315 457 7500	Karl@exitchampion.com	The Village Mall, 305 Vine Street	Liverpool	NY	13088	Karl	Ashley
NY628	EXIT REALTY TODAY	718 483 5522	usproperties@yahoo.com	8403 3rd Ave	Brooklyn	NY	11209	Michael	Afanasyev
NY630	EXIT REALTY PRIVATE CLIENT	914 222 1000	admin@exitrpc.com	75 South Broadway, Suite 430	White Plains	NY	10601	Steven	Saljanin
NY634	EXIT REALTY TOP PROPERTIES	718 256 4000	tomcodal@aol.com	3614 Quentin Road	Brooklyn	NY	11234	Thomas	D'Alcamo
NY635	EXIT REALTY GROUP	914 909 9100	sonny@exitrealtygroup.com	75 N. Central Ave	Elmsford	NY	10523	Sonny	Vataj
NY641	EXIT REALTY PREMIER	516 795 1000	benny@exitpremiersells.com	5440 Merrick Road	Massapequa	NY	11758	Benny	Diasparra
NY643	EXIT REALTY HOMEWARD BOUND	607 353 8060	john@exitnys.com	395 Main Street	Oneonta	NY	13820	Robert	Farrell
NY644	EXIT REALTY UNITED	516 352 4600	exitunited@gmail.com	1603 Hempstead Turnpike	Elmont	NY	11003	JoAnn	Seeno
NY645	EXIT REALTY METRO REFERRAL OFFICE	516 921 3948	info@exitrealtymetro.com	6800 Jericho Turnpike Ste. 120W	Syosset	NY	11791	Gigi	Fernandez
NY646	EXIT REALTY VENTURE	845 999 3948	info@exitrv.com	24 Lake Street	Monroe	NY	10950	Moshe	Schwartz
NY648	EXIT REALTY PREMIUM	718 829 2300	exitrealtypremium@gmail.com	813 Morris Park Ave	Bronx	NY	10462	Anthony	Domathoti
NY649	EXIT REALTY TOP PROPERTIES	718 256 4000	tomcodal@aol.com	91A Lincoln Ave	Staten Island	NY	10306	Thomas	D'Alcamo
NY652	EXIT REALTY MILESTONE	516 217 9797	exitbyroman@gmail.com	236 Jericho Turnpike	Floral Park	NY	11001	Roman	Davydov
NY654	EXIT REALTY PRIME	718 262 0205	exitprimeny@gmail.com	189-10 Hillside Ave, Suite E	Hollis	NY	11423	Zaman	Majumder
NY655	EXIT REALTY ADVANTAGE	516 513 5152	sales@exitadvantageny.com	1900 Grand Ave - Suite 106	Baldwin	NY	11510	Janet	Mahabir
NY656	EXIT REALTY ALL CITY	718 276 0070	frontdesk@exitrealtyallcity.com	230-16 Merrick Blvd	Laurelton	NY	11413	Ruth	Settles
NY658	EXIT TURNING KEY REALTY	716 688 4900	tkern@turningkeyrealty.com	One John James Audubon Pkwy	Amherst	NY	14228	Terri	Kern

NY659	EXIT REALTY EMPIRE ASSOCIATES	833 518 3948	jennsoldit@gmail.com	805 Route 146	Clifton Park	NY	12065	Jennifer	Vucetic	
NY660	EXIT HOME KEY REALTY	631 730 5100	ExitAchieve@gmail.com	91 Medford Ave	Patchogue	NY	11772	Melly	Rosario	
NY661	EXIT REALTY ISLAND ELITE	631 331 4000	JFurnari@EXITIslandElite.com	4699 Nesconset Hwy, Suite #2	Port Jefferson Station	NY	11776	Jason	Furnari	
NY662	EXIT REALTY EVERYDAY	631 343 8700	melissa@lireia.com	5018 Express Drive S. Ste 201	Ronkonkoma	NY	11779	Melissa	Shea	
NY663	EXIT FAMILY REALTY	631 450 4777	barbnjak86@gmail.com	202 N. Wellwood Ave	Lindenhurst	NY	11757	Barbara	Murphy	
NY664	EXIT REALTY PRIVATE CLIENT	718 995 2000	admin@exitrpc.com	2000 Williamsbridge Rd	Bronx	NY	10461	Steven	Saljanin	40
OHIO										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
OH514	EXIT BEST REALTY	513 899 9990	ralph@blantonteam.com	500 West Pike Street	Morrow	OH	45152	Ralph	Blanton	
OH521	EXIT BEST REALTY	513 932 3948	debi@blantonteam.com	777 Columbus Ave Suite 7A	Lebanon	OH	45036	Ralph	Blanton	
OH523	EXIT RIVERBEND REALTY	740 860 3555	marianduvall@gmail.com	220 Main St	Belpre	OH	45714	Marian	DuVall	
OH525	EXIT REALTY GPS	330 495 7362	jsaal@exitgps.com	1375 S. Main St. Suite 201	North Canton	OH	44720	Jason	Saal	
OH526	EXIT FIRST CAPITAL REALTY	740 772 5700	bethany@exitfcr.com	60 Riverside St. Suite 175	Chillicothe	OH	45601	Bethany	Snowden	5
OKLAHOMA										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
OK511	EXIT REALTY CONNEXX	918 994 4848	exitconnexx@gmail.com	6130 E. 71st St. Suite 14	Tulsa	OK	74136	Sally	Perez	
OK513	EXIT REALTY PREMIER	405 703 3565	vada.dwa@gmail.com	11813 S. Western Ave	Oklahoma City	OK	73170	Vada	Dwaileebe	
OK514	EXIT REALTY PREMIER	405 703 3565	bopro6@gmail.com	3705 W. Memorial Rd. Suite 1405	Oklahoma City	OK	73134	Bo	Martin	
OK515	EXIT BLUE MOON REALTY	918 201 4114	exit.bmp.janicegraham@gmail.com	301 S. McQuarrie Ave	Wagoner	OK	74467	Janice	Graham	4
OREGON										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
OR512	EXIT REALTY BEND	541 385 8775	exitrealtybendoregon@gmail.com	805 SW Industrial Way, Suite 4	Bend	OR	97702	Jim	Mazziotti	1
PENNSYLVANIA										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
PA537	EXIT PREFERRED REALTY	717 263 3555	timsmith@exitpreferredrealty.com	2021 East Main St.	Waynesboro	PA	17268	Tim	Smith	
PA538	EXIT PREFERRED REALTY	717 263 3555	timsmith@exitpreferredrealty.com	1047 Lincoln Way East	Chambersburg	PA	17201	Tim	Smith	

PA540	EXIT REALTY SERVICES	724 457 3948	mikemiller@exitrealtyservices.com	626 McGovern Boulevard	Moon Township	PA	15108	Mike	Miller	
PA541	EXIT REALTY INDEPENDENCE	267 239 5806	sharonwoodsrealtor@gmail.com	617 S 2nd St	Philadelphia	PA	19147	Sharon	Woods	4
RHODE ISLAND										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
RI513	EXIT REALTY RE-IMAGINED	401 739 2081	anthonyiadevaia2@gmail.com	100 Centerville Rd Unit #1	Warwick	RI	2886	Anthony	Iadevaia	1
SOUTH CAROLINA										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
SC588	EXIT REAL ESTATE CONSULTANTS	803 358 0888	info@exitrec.com	5175 Sunset Blvd. Suite 3	Lexington	SC	29072	Loretta	Whitehead	
SC596	EXIT REAL ESTATE SOLUTIONS	803 834 7444	jk4homes@yahoo.com	7116 Firelane Rd.	Columbia	SC	29223	Jae	Kim	
SC607	EXIT COASTAL REAL ESTATE PROS	843 796 1358	exitcoastalrealestatepros@gmail.com	550 Forestbrook Rd. Suite 300	Myrtle Beach	SC	29579	MaryAnne	Dorio	
SC608	EXIT PALMETTO REAL ESTATE SERVICES	803 764 7968	office.exitpalmetto@gmail.com	1720-F Dutch Fork Rd	Irmo	SC	29063	Lisa	Cloyd	
SC610	EXIT REALTY LOWCOUNTRY GROUP	843 619 3005	corwyn@corwynmelette.com	3294 Ashley Phosphate Road Suite 1-E	North Charleston	SC	29418	Corwyn J.	Melette	
SC612	EXIT REALTY UNLIMITED	864 509 0336	maryiacovelli@att.net	107 East Butler Road Suite F	Mauldin	SC	29662	Mary	Iacovelli	
SC613	EXIT HILTON HEAD REALTY	843 342 3948	info@exitrealtyhhi.com	1000 William Hilton Parkway, Suite J15	Hilton Head Island	SC	29928	Ronald	Williams	7
SOUTH DAKOTA										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	
SD501	EXIT REALTY BLACK HILLS	605 716 3948	alley@exitrapidcity.com	302 Main Street	Rapid City	SD	57701	Michael	Alley	
SD503	EXIT REALTY CONNECTION	605 753 3948	exitrealty@iw.net	1001 Ninth Ave.SE	Watertown	SD	57201	Jayson	Maguire	
SD505	EXIT REALTY SIOUX EMPIRE	605-498-3200	lynda@exitsiouxempire.com	405 E. Brian St. Suite #1	Tea	SD	57064	Christopher	Popkes	
SD506	EXIT REALTY - LEADING EDGE	605 438 3948	dhooth8@gmail.com	203 E 4th Ave	Milbank	SD	57252	Denice	Hooth	
SD507	EXIT REALTY ADVANTAGE	605 556 7500	adamsellsmore@gmail.com	1020 S. Union Ave	Madison	SD	57042	Adam	Foland	
SD508	EXIT REALTY BLACK HILLS	605 722 3948	alley@exitrapidcity.com	315 Cliff Street	Deadwood	SD	57732	Michael	Alley	
SD509	EXIT REALTY - GREAT PLAINS	605 777 4083	lee@exitisgreat.com	101 S. Reid St. Suite 307-304	Sioux Falls	SD	57103	Lee A.	Porter	
SD510	EXIT REALTY MITCHELL	605 990 3948	tonyak.realtor@gmail.com	117 E. 4th Ave	Mitchell	SD	57301	Tonya	Klingaman	8
TENNESSEE										
ID	**Office**	**Phone**	**Email**	**Street**	**City**	**State**	**Zip**	**Contact F. Name**	**Contact L. Name**	

TN524	EXIT REALTY MUSIC CITY	615 807 1204	info@exitmusiccity.com	3010 Poston Ave. Suite One	Nashville	TN	37203	Jan	Nichols
TN537	EXIT REALTY BOB LAMB & ASSOCIATES	615 896 5656	thetnrealtor@outlook.com	2630 Memorial Blvd	Murfreesboro	TN	37129	Valarie	Glenn
TN556	EXIT REALTY DIVERSIFIED	615 463 8740	csplemons@gmail.com	212 Oceola Ave	Nashville	TN	37209	Linda	Burr
TN557	EXIT REAL ESTATE SOLUTIONS	615 826 0001	info@exitrealestatesolutions.com	111 Maple Row Blvd	Hendersonville	TN	37075	Ed	Andrews
TN558	EXIT NOW REALTY	931 582 6555	rach70440@bellsouth.net	10163 Hwy 70 E	McEwen	TN	37101	Desiree	Rachford
TN565	EXIT REALTY OF THE SOUTH	615 220 0700	jeremy@exitrealtyofthesouth.com	701 President Place, Suite 150	Smyrna	TN	37167	Dan	Bush
TN566	EXIT REALTY GARDEN GATE TEAM	615 323 0707	derrickmiller@realtracs.com	109 Main Street	Portland	TN	37148	Derrick	Miller
TN569	EXIT REALTY GARDEN GATE TEAM	615 672 6729	derrickmiller@realtracs.com	610 B. Hwy 76	White House	TN	37188	Jennifer	Moss
TN570	EXIT REALTY SCREAMIN' EAGLE	931 919 5100	admin@exitrealtyscreamineagle.com	919B Tiny Town Road	Clarksville	TN	37042	Amanda	Griffis
TN572	EXIT REALTY GARDEN GATE TEAM	615 989 7733	derrickmiller@realtracs.com	132 North Water Ave	Gallatin	TN	37066	Chuck	Campbell
TN577	EXIT REALTY ELITE	615 373 3948	sales@kelwilliams.com	1000 Division St.	Nashville	TN	37203	Christie	Drury
TN578	EXIT REALTY BLUES CITY	901 860 3302	EddieWithEXIT@gmail.com	2150 W. Poplar Suite 108	Collierville	TN	38017	Eddie	Aeschliman
TN578A	EXIT REALTY BLUES CITY	901 577 3948	EddieWithEXIT@gmail.com	8583 Cordes Circle	Germantown	TN	38139	Don	Cockroft
TN581	EXIT REALTY CLARK & COMPANY	615 384 4251	sherrie@clarkcompany.net	806 Memorial Blvd.	Springfield	TN	37172	Sherrie	Clark
TN582	EXIT ROCKY TOP REALTY	866 456 2903	tom@gorockytop.com	2348 North Main St.	Crossville	TN	38555	Tom	Parham
TN582A	EXIT ROCKY TOP REALTY	931 787 1213	tom@gorockytop.com	5161 Peavine Road	Crossville	TN	38571	Jill	Parham
TN585	EXIT ROCKY TOP REALTY COOKEVILLE	931 526 4455	tom@gorockytop.com	818 E. 10th St	Cookeville	TN	38501	Donnita	Hill
TN585A	EXIT ROCKY TOP REALTY	931 520 7733	exitck2@gmail.com	208 South Jefferson Ave	Cookeville	TN	38501	Catherine	Cates
TN588	EXIT TENNESSEE REALTY PROS	865 429 2800	tnrealtypros@gmail.com	1338 Parkway Rd., Suite 2	Sevierville	TN	37862	James	Maddron
TN591	EXIT MASTER REALTY	615 467 7077	info@exitmasterrealty.com	907 Rivergate Parkway D1	Goodlettsville	TN	37072	Gayle Seard	Brown
TN592	EXIT TENNESSEE REALTY PROS	865 429 2800	tnrealtypros@gmail.com	3278 Wears Valley Rd	Sevierville	TN	37862	Jerry	Sandifer
TN595	EXIT ROCKY TOP REALTY SPARTA	931 836 1490	tom@gorockytop.com	135 West Bockman Way	Sparta	TN	38583	Tom	Parham
TN597	EXIT ROCKY TOP REALTY LIVINGSTON	931 823 7717	tom@gorockytop.com	518 W Main St	Livingston	TN	38570	Dino	Cates
TN598	EXIT REALTY BLUES CITY	901 577 3948	EddieWithEXIT@gmail.com	11124 Hwy 51 N Suite C	Atoka	TN	38004	Bonnie	Aeschliman

TN600	EXIT ROCKY TOP REALTY DALE HOLLOW	931 456 2903	tom@gorockytop.com	1022 East Lake Avenue	Celina	TN	38551	Tom	Parham
TN601	EXIT REALTY MUSIC CITY	615 807 1204	info@exitmusiccity.com	813 Wedgewood	Nashville	TN	37203	Jan	Nichols
TN607	EXIT ROCKY TOP REALTY CARTHAGE	615 735 9001	tom@gorockytop.com	601 Main St. N	Carthage	TN	37030	Tom	Parham
TN609	EXIT ROCKY TOP REALTY LEBANON	615 443 3130	tom@gorockytop.com	1330 West Main Street	Lebanon	TN	37087	Judy	Cox
TN610	EXIT REALTY ECLIPSE	615 772 5326	qncrum@gmail.com	713 Main St.	Greenbrier	TN	37073	Quenn	Crum
TN611	EXIT TLC REALTY	865 816 3094	exittlcrealty@gmail.com	149 Kelsey Lane Suite 102	Lenoir City	TN	37772	Patti	Whalen
TN613	EXIT REALTY OF THE SMOKIES	865 465 8361	EXITdiane@hotmail.com	3662 Douglas Dam Rd	Kodak	TN	37764	Diane	Farr
TN614	EXIT UNITED REALTY	615 600 5185	abdulqaderomar@gmail.com	829 Hamilton Crossing	Antioch	TN	37013	Stephen	Carvelli
TN615	EXIT REALTY BLUES CITY	731 554 3948	EddieWithEXIT@gmail.com	3021 Hwy 45 Bypass #101	Jackson	TN	38305	Janet	DiChiara
TN621	EXIT REALTY HOMES AND LAND	615 785 8580	tnhomes@yahoo.com	6001 Jackson Square Blvd Unit #500	LaVergne	TN	37086	Lee Ann	Basile-Richards
TN626	EXIT EXCEPTIONAL REALTY	931 240 2211	shavondapolk@yahoo.com	317 Geri Street	Lawrenceburg	TN	38464	Shavonda	Polk
TN627	EXIT REALTY SCENIC GROUP	423 803 4900	exitscenicgroup@gmail.com	7506 E. Brainerd Rd	Chattanooga	TN	37421	Tim	Mazzolini
TN630	EXIT ATOMIC REALTY	865 685 0770	katiewolf.realtor@gmail.com	140 W. Tennessee Ave	Oak Ridge	TN	37830	Katie	Wolf
TN631	EXIT REALTY BREWER AND CO.	931 433 2633	brewerka@realtracs.com	117 Main Avenue	Fayetteville	TN	37334	Kay	Brewer
TN632	EXIT REALTY BLUES CITY	731 584 1788	eddiewithexit@gmail.com	152 W. Main St	Camden	TN	38320	Carol	Borchert
TN634	EXIT DREAMS REALTY	615 441 1117	beckisteverson@realtracs.com	181 Beasley Drive	Dickson	TN	37055	Becki	Steverson
TN635	EXIT REAL ESTATE PROFESSIONALS NETWORK	865 383 3948	vosepropertygroup@gmail.com	9821 Cogdill Rd. Suite 1A	Knoxville	TN	37932	Patricia	Shepherd
TN637	EXIT REALTY BLUES CITY	731 407 9015	EddieWithEXIT@Gmail.com	107 E. Wood St	Paris	TN	38242	Garry	Wicker
TN638	EXIT REALTY MOMENTUM	865 275 5266	exitrealtymomentum@gmail.com	900 S. Gay Street., Suite 1902	Knoxville	TN	37902	Ann	Richards
TN639	EXIT REALTY PREMIER	423 884 2255	exitrealtypre@gmail.com	1000 Hwy 411 Suite 4	Vonore	TN	37885	Annette	Oliverio
TN641	EXIT REALTY LAKE COUNTRY	615 716 1700	info@exitrealtylakecountry.com	11316 Lebanon Rd	Mount Juliet	TN	37122	Aaron	Dwyer
TN643	EXIT REAL ESTATE EXPERTS	615 894 7070	exitrealestateexperts@gmail.com	1429 Robinson Road	Old Hickory	TN	37138	April	Harrington
TN644	EXIT TRULY HOME REALTY	615 302 3213	jagraves247@gmail.com	5075 Main Street, Ste D-2	Spring Hill	TN	37174	Jessica	Graves
TN645	EXIT MILESTONE REALTY	865 803 9027	tnmilestonerealty@gmail.com	605 Congress Parkway N	Athens	TN	37303	Shona	Scott

TN646	EXIT REALTY STUMBO AND COMPANY	423 428 9181	exitrealtystumbo@gmail.com	1325 Market Street	Dayton	TN	37321	Angie	Stumbo
TN647	EXIT PROVISION REALTY	423 693 0301	bettyhmesser@gmail.com	5220 N. Lee Hwy	Cleveland	TN	37312	Betty	Hiefnar-Messer
TN652	EXIT REALTY BLUES CITY	731 554 3948	EddieWithEXIT@Gmail.com	1019 Jones Blvd	Milan	TN	38358	Eddie	Aeschliman
TN653	EXIT REALTY 615	615 630 4550	tennesseehousehunter@gmail.com	212 East Main Street	Franklin	TN	37064	Kristen	Curtis
TN654	EXIT REALTY HOMETOWN PARTNERS	423 521 3918	nicolereed.realtor@gmail.com	9469 David Smith Lane, Suite 113	Ooltewah	TN	37363	Nicole	Reed
TN655	EXIT REALTY TRI-CITIES	423 806 0400	s.earlyexitrealty@gmail.com	1735 West State of Franklin Road. Ste 2	Johnson City	TN	37604	Jennie	Murray
TN656	EXIT REALTY HAPPY HAVEN	865 383 3948	homesbymaryjobenner@gmail.com	1778 W. Lamar Alexander Parkway	Maryville	TN	37801	Terry	Buchanan

TEXAS

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
TX509	EXIT REALTY LAREDO	956 728 1114	exitlaredo@aol.com	10414 Medical Loop, B1	Laredo	TX	78045	Kelly	Gonzalez
TX530	EXIT REALTY PRO	903 567 7777	mike@texasrealtypro.net	1445 South Buffalo	Canton	TX	75103	Michael	Murdock
TX539	EXIT REALTY PINNACLE GROUP	903 356 4700	texaslakehomes@gmail.com	8767 S. Hwy 34	Quinlan	TX	75474	Kathy	Hobbs
TX564	EXIT REALTY OF LUBBOCK	806 771 3900	frontdesk@exitlubbock.com	2405 W. Loop 289 Suite 100	Lubbock	TX	79407	Gene	McGuire
TX586	EXIT REALTY NEW BRAUNFELS	830 627 3948	sherrykeeble@yahoo.com	1619 E. Common Suite 1003	New Braunfels	TX	78130	Sherry	Keeble
TX607	EXIT LONE STAR REALTY	281 292 8886	susanmackrealty@gmail.com	2219 Sawdust Road Suite 1302	The Woodlands	TX	77380	Susie	Mack
TX608	EXIT PERMIAN BASIN REALTY	432 400 2177	joe@joegarciatoday.com	3952 E. 42nd St. Suite XX	Odessa	TX	79762	Jack	Garcia
TX612	EXIT REALTY 360	713 987 7000	andreacooksey@exitrealty360.com	4012 Chartres Street	Houston	TX	77004	Andrea	Cooksey
TX617	EXIT REALTY CEDAR PARK	512 806 9206	paul@exitrealtycedarpark.com	13785 Research Blvd	Austin	TX	78750	Greg	Ruehlen
TX618	EXIT REALTY ELITE	817 416 9160	Paul.Reitz@exitrrg.com	500 N Carroll Ave Ste 110	Southlake	TX	76092	Paul	Reitz
TX620	EXIT REALTY ELITE	214 407 7405	Paul.Reitz@exitrrg.com	7651 Main St. Ste 100	Frisco	TX	75034	Paul	Reitz
TX622	EXIT REALTY NO LIMITS	469 673 3948	brian@exitrnl.com	8212 Liberty Grove Rd Suite 200	Rowlett	TX	75089	Brian	Thomason
TX624	EXIT REALTY PROPERTY PROS	409 895 2383	propertyprojck@gmail.com	122 Country Lane Drive	Lumberton	TX	77657	Jacey-Kay	Carter
TX624A	EXIT REALTY PROPERTY PROS	409 895 2383	propertyprojck@gmail.com	6410 Wellington Place	Beaumont	TX	77706	Jacey-Kay	Carter
TX626	EXIT REALTY UNLIMITED	877 295 8082	kenautrey@aol.com	3403 Cascades Blvd	Texarkana	TX	75503	Ken	Autrey

TX627	EXIT HEART OF TEXAS REALTY	254 781 2012	greg@exithot.com	4003 W. Stan Schlueter Loop Rd. Suite 106	Killeen	TX	76549	Greg	Ruehlen
TX628	EXIT HEART OF TEXAS REALTY	254 781 2012	greg@exithot.com	2526 E. Bus Hwy 190	Copperas Cove	TX	76522	Greg	Ruehlen
TX630	EXIT PREMIER REALTY	210 394 1376	exitpremierrealtytx@gmail.com	16170 Jones Maltsberger Bldg	San Antonio	TX	78247	Cher	Miculka
TX633	EXIT J RAGZ REALTY ELITE	214 305 5888	janie@exitjragzrealtyelite.com	130 N. Preston Rd Suite 319	Prosper	TX	75078	Janie	Ragsdale

UTAH

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
UT560	EXIT REALTY SUCCESS	801 352 8000	kevinkhomes@gmail.com	1231 West 9000 South Suite E	West Jordan	UT	84088	Kevin	Kilpatrick
UT562	EXIT REALTY PLUS	801 506 3110	dennybleak@gmail.com	7135 S. Highland Dr Suite 102	Salt Lake City	UT	84121	Dennis	Bleak
UT563	EXIT REALTY LEGACY	801 438 0246	angelina@exitrealtylegacy.com	2257 South 1100 East Suite 204	Salt Lake City	UT	84106	Kyle	Webb
UT566	EXIT REALTY ADVANTAGE	801 298 2865	kevink@realtor.com	517 N. 2000 W. Suite #4	Marriott-Slaterville	UT	84404	Pam	Godfrey
UT567	EXIT REALTY ASCENDANCY	435 228 6281	exitrealtyascendancy@gmail.com	70 S Main St.	Tooele	UT	84074	Mandy	Brown
UT568	EXIT REALTY LEGACY EXCELLENCE	801 784 2592	kylewebb@exitlegacyutah.com	230 North 1680 East #E1	St. George	UT	84790	Kyle	Webb
UT569	EXIT REALTY AFFINITY	801 272 2200	glade@exitrealtyaffinity.com	100 S. 500 W. Suite 210	Bountiful	UT	84010	Glade	McCombs
UT570	EXIT REALTY SUCCESS SOLUTIONS	801 352 8000	kevinkhomes@gmail.com	1593 N Redwood Rd, Suite 4	Saratoga Springs	UT	84045	Kevin	Kilpatrick

VIRGINIA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
VA538	EXIT ELITE REALTY	540 785 2002	info@exit-fredericksburg.com	11928 Cherry Rd	Fredericksburg	VA	22407	Katrina	Dotson
VA552	EXIT ELITE REALTY	540 785 2002	Katrina@EXIT-Fredericksburg.com	608 William Street	Fredericksburg	VA	22401	Katrina	Dotson
VA506	EXIT FIRST REALTY	804 527 3948	marc@marcshomes.net	11207 Nuckols Rd Suite E	Glen Allen	VA	23059	Beth	Carpenter
VA509	EXIT HERITAGE REALTY	703 753 9100	cherylgarcia@exitheritage.com	15030 Washington St.	Haymarket	VA	20169	Bryan	Garcia
VA551	EXIT LANDMARK REALTY LORTON	703 339 7506	exitlandmarkva@gmail.com	10595 Furnace Road. Suite 100	Lorton	VA	22079	Mike	Minnery
VA553	EXIT LEADING EDGE REALTY	202 802 1559	homes@januaricoates.com	800 Corporate Drive	Stafford	VA	22554	Januari	Coates
VA515	EXIT MID-RIVERS REALTY	804 493 1888	northernneckrealtor@gmail.com	15034 Kings Highway	Montross	VA	22520	Sherry	Stuart
VA515A	EXIT MID-RIVERS REALTY	804 224 3948	northernneckrealtor@gmail.com	990 Colonial Ave	Colonial Beach	VA	22443	Sherry	Stuart
VA554	EXIT REALTY ALLIANCE	571 330 2484	nakitamattocks@gmail.com	13168 Centerpointe Way Ste 201 & 202	Woodbridge	VA	22193	Nakita	Mattocks

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VA526	EXIT REALTY CENTRAL	757 466 1009	soldhamptonroads@gmail.com	870 N. Military Hwy, Suite 100	Norfolk	VA	23502	Kimberly	Plourde
VA556	EXIT REALTY DIGITAL	804 239 0002	TheCarter-PrideTeam@Outlook.Com	3601 W Hundred Rd	Chester	VA	23831	Regenia	Carter-Pride
VA550	EXIT REALTY EXPERTISE	540 775 6555	beth.exit.kg@gmail.com	9441 Kings Hwy	King George	VA	22485	Gary	Butler
VA533	EXIT REALTY PARADE OF HOMES	804 622 3948	callmarcy@aol.com	6301 Harbourside Drive Suite 101	Midlothian	VA	23112	Marcy	Caffrey
VA510	EXIT REALTY PROFESSIONALS	757 425 6060	info@exitrealtyhr.com	629 Phoenix Dr., Suite 130	Virginia Beach	VA	23452	Tom	Hubba, II
VA545	EXIT REALTY PROS	703 368 7355	vicki@exitrealtyprosva.com	9244 Center St.	Manassas	VA	20110	Vicki	Cloud
VA546	EXIT REALTY SUCCESS	804 924 2171	Jane@JaneRenger.com	605 Research Rd. Suite E.	North Chesterfield	VA	23236	Jane	Renger
VA518	EXIT TOWN & LAKE REALTY	800 538 3501	bethcook@gastonlake.com	14 Bracey Drive	Bracey	VA	23919	Beth	Cook
VA518A	EXIT TOWN & LAKE REALTY	800 525 4143	bethcook@gastonlake.com	231 E. Atlantic St	South Hill	VA	23970	Beth	Smith

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WASHiNGTON

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
WA501	EXIT REAL ESTATE PROFESSIONALS	509 535 8400	sabrina@exitofspokane.com	1403 S. Grand Blvd, Suite 101 N	Spokane	WA	99203	Sabrina	Jones-Schroeder
WA515	EXIT REAL ESTATE NORTH	509 466 4500	admin@exitrenorth.com	1105 W. Francis Ave, Suite A	Spokane	WA	99205	Don	Guderjohn
WA519	EXIT REAL ESTATE PROFESSIONALS	509 535 8400	sabrina@exitofspokane.com	831 S. Main St.	Deer Park	WA	99006	Sabrina	Jones-Schroeder

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WISCONSIN

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
WI504	EXIT REALTY XL	262 255 5588	IwantJerry@gmail.com	W157 N11593 Fond Du Lac Ave	Germantown	WI	53022	Jerry	Grosenick
WI506	EXIT REALTY HORIZONS	414 771 7144	info@exithorizonswi.com	1417 N. Wauwatosa Ave #201	Wauwatosa	WI	53213	Tom	McCormick
WI507	EXIT GREATER REALTY	715 298 2727	sales@exitwausau.com	3315 Terrace Court	Wausau	WI	54401	Glenn	Mohs
WI510	EXIT REALTY PREMIER PROPERTIES	608 237 1770	exitrealtypdc@gmail.com	328 S. Marquette Rd	Prairie Du Chien	WI	53821	Cynthia	Luster
WI512	EXIT REALTY XL	262 255 5588	IwantJerry@gmail.com	341 W. Paradise Drive	West Bend	WI	53095	Jerry	Grosenick
WI513	EXIT GREATER REALTY	715 898 1474	teal@exitwausau.com	860 E. Broadway Ave	Medford	WI	54451	Glenn	Mohs
WI514	EXIT MIDSTATE REALTY	715 575 8758	sales@exitmidstate.com	4111 Schofield Ave #10	Weston	WI	54476	Jodi	Teige
WI515	EXIT REALTY HGM	608 838 4457	info@exithgm.com	12 S. Pontiac Dr.	Janesville	WI	53545	Ronald	Williams
WI516	EXIT REALTY HGM	608 838 4457	info@exithgm.com	4211 W. Beltline Hwy	Madison	WI	53711	Ronald	Williams

WI518	EXIT REALTY RESULTS	262 235 0355	gayle@exitresultswi.com	Wessex Centre N 64 W 24678 Main St	Sussex	WI	53089	Mike	Matt
WI519	EXIT PROFESSIONAL REAL ESTATE	608 426 7111	exitpre@gmail.com	1604 11th St	Monroe	WI	53566	Jeffrey	Maliszewski
WI520	EXIT ELITE REALTY	920 722 1100	eric.muller@exitelitewi.com	2711 N. Mason St. Ste A	Appleton	WI	54914	Eric	Muller
WI521	EXIT ELITE REALTY	715 940 0020	eric.muller@exitelitewi.com	835 E. Green Bay St.	Shawano	WI	54166	Eric	Muller
WI522	EXIT ELITE REALTY	877 338 3948	eric.muller@exitelitewi.com	1777 Witzel Ave Ste B	Oshkosh	WI	54902	Eric	Muller

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WEST VIRGINIA

ID	Office	Phone	Email	Street	City	State	Zip	Contact F. Name	Contact L. Name
WV503	EXIT SUCCESS REALTY	304 350 1281	howard@reliablehomesales.com	115-3 Aikens Ctr.	Martinsburg	WV	25404	Howard	Kronthal
WV504	EXIT SUCCESS REALTY	304 350 1281	howard@reliablehomesales.com	120-B W. Washington Street	Charles Town	WV	25414	Howard	Kronthal
WV505	EXIT RIVERBEND REALTY	304 893 9556	exitriverbendrealty@gmail.com	130 Fourth Street	Parkersburg	WV	26101	Marian	DuVall

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EXHIBIT D-1 (SUBFRANCHISOR)

SIGNED BUT NOT YET OPEN, AS OF 12/31/21

NONE

Exhibit D (1) Signed - Not Yet Open as at 12.31.2021

	Compliance date	Code	Franchisees	Franchise Name & Address	Reason
1	25-Dec-20	FL927	Erica Price	EXIT SANDS REALTY 2633 W 23rd St Panama City, FL 32405	New Office
2	20-May-21	FL934	Sebastian Manes	EXIT REALTY MANES GROUP 725 US Hwy Suite 1 North Palm Beach, FL 33408	New Office
3	4-Jun-21	FL936	Michael Anthony Sisco	EXIT BEACH REALTY 1316 Paradise Lane Daytona Beach, FL 32119	New Office
4	11-Sep-21	FL939	Josette Lewis	EXIT REALTY EMERALD COAST 425 E Hollywood Blvd Mary Ester, FL 32569	New Office
5	8-Oct-21	FL941	Shannon Scarfino John Buff	EXIT SUNSET REALTY 6620 Cortez Rd Bradenton, FL 34210	New Office
6	20-Jan-22	FL943	John Bailey Michael Angell	EXIT TWOANDAHALFMEN REAL ESTATE 3201 SE South Lookout Blvd, Port St. Lucie, FL 34984	New Office
7	30-Mar-22	FL944	Kayla and Kelby Helton	EXIT REALTY FARM AND COUNTRY 909 SW Marigold Place Fort White, FL 32038	New Office
8	1-Apr-22	FL945	Richard Lewis, Jr	EXIT REALTY DREAM HOME 232 Sunset Point Drive Ormond Beach, FL 32174	New Office
9	25-Jan-19	GA682	Renee Stearns Duncan	EXIT INTEGRITY REALTY 2081 Emerald Drive Loganville, GA 30052	New Office
10	28-Oct-19	GA690	Andrew Lacy, Ope Adenuga	EXIT REALTY PARTNERS	New Office
11	3-Dec-21	GA707	Shedonna Grier	EXIT VISION REALTY 1575 Mote Rd. Covington, GA 30016	New Office
12	14-Jan-22	GA708	Agosto, Garry Agosto, Daisy Salazar, Manuel Ernesto Salazar	EXIT REALTY SOUTH GATE 1415 Lake Forest Lane McDonough, GA 30253	New Office
13	14-Jan-22	GA709	Agosto, Garry Agosto, Daisy Salazar, Manuel Ernesto Salazar	EXIT REALTY SOUTH GATE 1415 Lake Forest Lane McDonough, GA 30253	New Office
14	Assigned	GA710	Sonya Adkins-Blake Rocky Blake Nathan Lents	EXIT TRACKSIDE REALTY 101 North Oaks Drive #3 Dalton, GA 30721	New Office
15	22-Jul-17	IA522	John Beltramea	EXIT REALTY EASTERN IOWA	New Office
16	7-Oct-19	KY528	Adam Hill	EXIT INTERSTATE AUCTION AND REALTY 1414 American Greeting Card Rd Corbin, KY 40701	New Office

Exhibit D (1) Signed - Not Yet Open as at 12.31.2021

17	2-Mar-20	KY532	J.R Smith	EXIT EXPERIENCE REALTY 757 Dunbarton Avenue Bowling Green, KY 42104	New Office
18	20-May-21	KY537	Jackie Willis-Denton	EXIT REALTY BLUEGRASS 119 Wells Park Lane Campbellsville, KY 42718	New Office
19	1-Apr-22	KY538	Derrick Miller	EXIT REALTY GARDEN GATE TEAM 109 Main Street Portland, TN 37148	New Office
20	3-Apr-22	KY539	Cynthia Payne Kelley McGough	EXIT REALTY THOROUGHBRED 640 Continental Dr. Apt 33 Bowling Green, KY 42103	New Office
21	3-Apr-22	KY540	Cynthia Payne Kelley McGough	EXIT REALTY THOROUGHBRED 640 Continental Dr. Apt 33 Bowling Green, KY 42103	New Office
22	1-Feb-17	MA664	David Harris	EXIT CAPE REALTY MARTHA'S VINEYARD	New Office
23	1-Feb-17	MA665	David Harris	EXIT CAPE REALTY NANTUCKET	New Office
24	28-Aug-21	MA671	Derek and Carol Beatrice	EXIT REALTY MERRIMACK VALLEY 41 Washington Street Haverhill, MA 01832	New Office
25	30-Nov-20	NC570	Jonathan Washburn	EXIT REALTY WILMINGTON 909 Market Street Wilmington, NC 28401	New Office
26	5-Jan-22	NJ641	Regiane Duarte	EXIT TBD 2780 Morris Ave Unit 1 A Union, NJ 07083	New Office
27	4-Mar-22	ON622	Mary Ellen McCamus	EXIT REALTY LIFTLOCK 850 Lansdowne St. W. Peterborough, ON K9J 1Z6	New Office
28	2-Dec-20	ON659	Mary Ellen McCamus	EXIT REALTY LIFTLOCK 1840 Lansdowne St. W. #14, Peterborough, ON K9K 2M9	New Office
29	15-Jan-21	ON661	Wade Mitchell	BROKERAGE 32 Industrial Blvd Napanee, ON K7R 4B7	New Office
30	19-Apr-22	ON663	Thomas Uhryniw	EXIT Realty Axis 68 Williams Street, unit 102 Brockville, ON K6V 4V5	New Office
31	24-Sep-18	TN618	Abdulqader Omar	EXIT UNITED REALTY	New Office
32	11-Apr-21	TN649	Angie Stumbo	EXIT REALTY STUMBO AND COMPANY 2356 Market Street Dayton, TN 37321	New Office
33	1-Jun-21	TN651	Jessica Graves	EXIT REALTY KING AND ASSOCIATES 5075 Main St Spring Hill, TN 37174	New Office

Exhibit D (1) Signed - Not Yet Open as at 12.31.2021

34	2-Apr-22	TN657	Kadestrick Russell	EXIT REALTY WALLSTREETS 2695 Morning Woods Dr Cordova, TN 38016	New Office
35	13-Aug-21	VA555	Januari Coates Steve Twyman	EXIT LEADING EDGE REALTY 800 Corporate Drive Stafford, VA 22554	New Office
36	30-Mar-22	WI523	Brandon Taylor Jeremiah Parker	EXIT REALTY CW 3440A Church St Stevens Point, WI 54481	New Office
37	12-Apr-22	CO523	Brittany and Tyler Hathorn	EXIT SILVER THREAD REALTY 20 Birch St. South Fork, CO 81154	New Office
38	24-Apr-22	MN548	Gregory Schmidt	EXIT TBD 160 Commerce St. E Belle Plaine, MN 56011	New Office

EXHIBIT E
DISCONTINUED FRANCHISES

EXHIBIT E – 1
TRANSFERRED FRANCHISES

EXHIBIT E (SUBFRANCHISOR)

DISCONTINUED FRANCHISES, AS OF 12/31/21

NONE

Exhibit E - Terminated Franchises as at 12.31.2021

	Termination Date	Code	Franchisee(s)	Franchise Name	Phone #	Address	Reason For Closure
1	5-Jan-21	FL598	Ranae Stewart	EXIT Realty N.F.I.	850 994 7744	5345 Highway 90 Pace, FL 32571	Non-renewal
2	5-Jan-21	FL614	Ranae Stewart	EXIT Realty N.F.I.	850 475 0077	1390 Fort Pickens Road Gulf Breeze, FL 32561	Non-renewal
3	5-Jan-21	FL686	Ranae Stewart	EXIT Realty N.F.I.	850 936 6644	7552 Navarre Parkway, Ste 52 Navarre, FL 32566	Non-renewal
4	29-Jan-21	TN625	Jason Strain	EXIT Realty Tristar	931 548 2300	1217 Hatcher Lane Columbia, TN 38401	Mutual Release
5	18-Jan-21	TN636	Gay Nell Rittenberry Emily Bisson	EXIT One Real Estate Metronet	931 905 4101	112 Center Pointe Drive. Suite B Clarksville, TN 37040	Mutual Release
6	18-Jan-21	KY523	Gay Nell Rittenberry Emily Bisson	EXIT One Real Estate Metronet	270 889 0467	526 Country Club Lane Hopkinsville, KY 42240	Mutual Release
7	1-Feb-21	SC603	Jae Kim	EXIT Real Estate Solutions	803 708 8045	7328 Broad River Rd Irmo, SC 29063	Mutual Release
8	1-Mar-21	NY637	Steven Caro	EXIT Realty Liberty Homes	718 966 3600	960 Bloomingdale Rd. Staten Island, NY 10309	Non-renewal
9	15-Apr-21	TN571	Sheila Tidwell and Connie Williams	EXIT Realty East Nashville	615 974 3948	5003 Gallatin Pike Nashville, TN 37216	Mutual Release
10	26-Apr-21	VA534	Ellen Butters Mike Butters	EXIT Cornerstone Realty	540 825 9898	609 S. Main St. Culpeper, VA 22701	Non-renewal
11	3-May-21	NH516	Lylan Starkey	EXIT Realty Prosperity	603 948 1326	60 Hanson St. Suite 3 Rochester, NH 03867	Mutual Release
12	3-May-21	NH517	Lylan Starkey	EXIT Realty Prosperity	603 948 1326	30 International Dr. Suite 203 Portsmouth, NH 03801	Mutual Release
13	10-May-21	CT511	Brent Morin	EXIT Above and Beyond Realty	860 265 3210	47 Palomba Drive, Suite #103 Enfield, CT 06082	Termination - Default
14	24-Jun-21	TN594	Stacey & Christopher Booker	EXIT Realty Midtown	931 364 2525	4699 Nashville Hwy Chapel Hill, TN 37034	Mutual Release
15	9-Apr-21	SC589	Brandon Liles	EXIT Midlands Realty	803 345 6124	200 Clark St. Chapin, SC 29036	Non-renewal
16	30-Jun-21	NC551	Susan Duncan	EXIT Realty Vistas	828 333 4793	4 Long Shoals Rd. #156 Arden, NC 28704	Non-renewal
17	30-Jun-21	NC566	Susan Duncan	EXIT Realty Vistas	828 333 4781	60 N Merrimon Ave. Suite 101 Asheville, NC 28804	Termination - Default
18	22-Jul-21	NY642	Alfred Bollinger	EXIT Realty Dreams	516 799 7999	620 Broadway Massapequa, NY 11758	Non-renewal
19	28-Jul-21	FL935	Devon Marx-Salzman	EXIT Realty My Home	414 698 9394	735 NE 15th St. Apt 1 Fort Lauderdale, FL 33304	Termination - Default
20	16-Aug-21	NY606	Edward Ligon	EXIT Realty Genesis	718 397 0177	98-06 Astoria Blvd East Elmhurst, NY 11369	Non-renewal
21	27-Aug-21	TN642	Jesse Vose	EXIT Real Estate Professionals Network	865 383 3948	165 West End Avenue Knoxville, TN 37934	Termination - Default

Exhibit E - Terminated Franchises as at 12.31.2021

22	6-May-21	ON656	Wendy Embleton	EXIT Realty By Design, Brokerage	613 499 1565	1275 Kensington Plaza Suite 16 Brockville, ON K6V 6C3	Mutual Release
23	17-Sep-21	MI682	Ryan Anderson Carol Farnan	EXIT Choice Realty	989 953 4663	417 E. Broadway Street Mt. Pleasant, MI 48858	Mutual Release
24	1-Nov-21	MA668	Michelle Terry Rhiannon Gresty Ron Gresty	EXIT Real Estate Executives	508 867 4555	1 Main Street Suite 200 Belchertown, MA 01007	Mutual Release
25	25-Sep-21	NJ636	Maira Fernandez	EXIT Realty Group	201 854 8888	6804 Bergenline Ave Suite #2 Guttenberg, NJ 07093	Termination - Default
26	4-Nov-21	TN616	Tom Parham	EXIT Rocky Top Realty Center Hill	931 823 7717	2348 North Main St Crossville, TN 38555	Mutual Release
27	26-Nov-21	FL892	Jaret Whitney	EXIT Realty Tri-County	352 394 3948	375 E. Hwy 50 Clermont, FL 34711	Non-renewal
28	31-Aug-21	VA543	James Clark Kenneth Thurman	EXIT Premier Realty	540 749 2613	116 E. Main St Front Royal, VA 22630	Mutual Release
29	12-Dec-21	GA703	Christina Worley Sonya Adkins-Blake	EXIT Premier Realty	706 618 1410	686 Spring Meadows Drive Ringgold, GA 30736	Termination - Default

EXHIBIT E-1 (SUBFRANCHISOR)

OFFICE NAME	BROKER OF RECORD/ Franchisee	ADDRESS	OFFICE PHONE	TRANSFER TO	DATE TRANSFERRED
EXIT Family Realty	Joann Mills	202 N.Wellwood Ave. Lindenhurst, NY 11757	631-450-4777	EXIT Family Realty	1/7/2021
EXIT Realty Group	Sonny Vataj	956 W. Jericho Turnpike Smithtown, NY 11787	718-684-6620	EXIT Realty Private Client	4/19/2021
EXIT Realty Achieve	Susan Hamblen / Elta Bergold	956 W. Jericho Turnpike Smithtown, NY 11787	631-543-2009	EXIT Realty Achieve	7/30/2021

Exhibit E(1) Assigned Franchises as at 12.31.2021

1	6-Jan-21	NY636	Joanne Mills	EXIT Family Realty	202 N. Wellwood Ave Lindenhurst, NY 11757	NY663
2	1-Jan-21	AL547	Sharon Lavender	EXIT Navigator Realty	22051 Broad Street Silverhill, AL 36576	AL558
3	1-Jan-21	MD565	Bernice Flax	EXIT Realty at the Beach	11002 Unit 3 Manklin Meadows Lane Ocean Pines, MD 21811	MD584
4	21-Jan-21	MS527	Sherry Pullens Brandy Maples	EXIT Southern Realty	124 Main St Bay St Louis, MS 39520	MS533
5	27-Jan-21	UT565	David Sauer	EXIT Canyons Realty	4525 South 2300 East, Suite 101 Holladay, UT 84117	UT570
6	30-Apr-21	TX619	Candace Ford	EXIT Ford Realty Team	2600 South Shore Blvd #300 League City, TX 77573	TX632
7	1-Jul-21	OR507	James Mazziotti	EXIT Realty Bend	805 SW Industrial Way, Suite 4 Bend, OR 97702	OR512
8	17-Jun-21	LA514	Josh Foster	EXIT Reaty Southern	2730 Maplewood Drive Sulphur, LA 70633	LA517
9	18-Nov-20	NY612	Sonny Vataj	EXIT Realty Group	2000 Williamsbridge Rd Bronx, NY 10461	NY664
10	13-Aug-21	WI501	Lori and Gregory Muller	EXIT Elite Realty	2711 N. Mason St. Ste A Appleton, WI 54914	WI520
11	13-Aug-21	WI509	Lori and Gregory Muller	EXIT Elite Realty	835 E. Green Bay St. Shawano, WI 54166	WI521

Exhibit E(1) Assigned Franchises as at 12.31.2021

12	13-Aug-21	WI511	Lori and Gregory Muller	EXIT Elite Realty	1777 Witzel Ave Ste B Oshkosh, WI 54902	WI522
13	3-Aug-21	TN648	Jesse Vose	EXIT Real Estate Professionals Network	1778 W. Lamar Alexander Parkway Maryville, TN 37801	TN656
14	25-Aug-21	NC575	E. Michael Washburn	EXIT Realty Vision	101 Weaver Blvd. Weaverville, NC 28787	NC577
15	10-Aug-21	KY533	Vickie Grimes	EXIT Realty Heartland	119 Well Park Lane Campbellsville, KY 42718	KY536
16	10-Aug-21	KY534	Vickie Grimes	EXIT Realty Heartland	790 N. Dixie Hwy Elizabethtown, KY 42701	KY537
17	12-Nov-21	GA704	Sonya Adkins-Blake Rocky Blake Nathan Lents	EXIT Trackside Realty	101 North Oaks Drive #3 Dalton, GA 30721	GA710
18	23-Nov-21	LA515	Stuart Peterson	EXIT Realty Partners	824 Sam Houston Jones Pkwy, Ste C Lake Charles, LA Lake Charles	LA518

EXHIBIT F
FINANCIAL STATEMENTS

THE YEAR-END FINANCIAL STATEMENTS FOR EXIT NY METRO ARE AUDITED.

THE YEAR END FINANCIAL STATEMENTS FOR EXIT REALTY CORP. INTERNATIONAL ARE AUDITED.

JOSVLA, INC D/B/A EXIT REALTY NEW YORK METRO

FINANCIAL STATEMENTS

DECEMBER 31, 2021, 2020 AND 2019

JOSVLA, INC D/B/A EXIT REALTY NEW YORK METRO

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Orkin CPA P.c.

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INDEPENDENT AUDITORS' REPORT

To the Shareholders of
Josvla, Inc D/B/A Exit Realty New York Metro

We have audited the accompanying financial statements of Josvla, Inc. D/B/A Exit Realty New York Metro, which comprise the balance sheets as of December 31, 2021, 2020 and 2019, and the related statements of income and shareholder's equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principals generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Josvla, Inc. D/B/A Exit Realty New York Metro as of December 31, 2021, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in conformity with

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CERTIFIED PUBLIC ACCOUNTANTS

April 25, 2022
Syosset, New York

Orkin CPA P.c.

JOSVLA, INC dba EXIT REALTY METRO NEW YORK
BALANCE SHEET
DECEMBER 31,

ASSETS	2021	2020	2019
Current Assets:			
Cash and Cash Equivalents (Note 2)	$ 499,584	$ 151,474	$ 51,439
Undeposited Funds	2,440	8,790	6,708
Loans Receivable (Note 4)	77,920	78,420	41,567
Total Current Assets	579,944	238,684	99,714
Fixed Assets, Net (Note 3)			125
Intangible Assets, Net	170,639	191,969	206,189
Total Assets	$ 750,583	$ 430,653	$ 306,028
LIABILITIES AND SHAREHOLDERS EQIDTY			
LIABILITIES			
Current Liabilities			
Deferred Revenue - ASC606 (Note 2)	$ 56,019	$ 67,012	$ 30,720
Loans Payable (Note 6)	159,293	198,146	196,502
PPP Loan Payable (Note 6)		60,037	
SBA EIDL Loan Payable (Note 6)	500,000	150,000	
Payroll Taxes Payable	2,076	1,054	478
Credit Card Payable	68,654	61,410	63,596
Total Current Liabilities	786,042	537,659	291,296
Commitments & Contingencies (Note 5)			
Shareholders' Equity			
Capital Stock	1,000	1,000	1,000
Additional Paid in Capital	43,500	43,500	43,500
Retained Earnings (Deficit)	(79,959)	(151,506)	(29,768)
Total Shareholders' Equity	(35,459)	(107,006)	14,732
Total Liabilities & Shareholders' Equity	$ 750,583	$ 430,653	$ 306,028

See accompanying Auditors' Report and Notes to Financial Statements

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JOSVLA, INC dba EXIT REALTY METRO NEW YORK
R(j:{1-TEMENTS OF OPERATIONS AND SHAREHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31,

	2021	2020	2019
Income			
Franchise Fees (Note 2)	$ 12,800	$ 12,800	$ 6,400
Transaction Fees	432,157	369,968	508,303
Rental			15,000
Transfern/Renewals (Note 2)	8,793	6,373	1,280
Residual Income	233,267	143,964	158,208
Training Events	6,111	925	23,830
Regional Conference	53,'l,17	31,815	35,772
Other Revenue	500	9,500	103,500
Total Income	746,945	575,345	852,293
Operating Expenses			
General Marketing	13,980	28,876	45,947
Automobile Expense	30,205	24,326	33,394
Communication Expense	11,015	22,051	26,478
Charitable Contributions			1,899
Meals and Entertainment	20,297	10,812	26,503
Travel Expense	37,230	13,023	21,006
Moving Expense	22,185		
General Office Expense	26,329	28,882	28,901
Professional Fees	26,475	23,980	22,386
Rent Expense (Note 5)	1,753	50,260	
Occupancy Expense	907	339	80,710
Storage Expense	3,053		
Membership Fees	30,188	8,052	3,534
Wages and Employee Benefits	265,727	242,196	288,048
Seminars/Conferences			4,537
Training Events	12,573	15,844	45,425
EXIT Regional Events	6,246	21,132	108,573
Franchise Fees	1,250	10,400	18,820
EXIT Realty Corp Events			
Depreciation Expense		125	502
Amortization Expense	21,330	14,220	7,110
Interest Expense	27,988	19,728	12,772
Corporate Taxes	300	968	1,000
Other Expenses	(7,102)	4,280	3,108
Total Operating Expenses	551,929	539,493	780,653
Net Income	195,016	35,852	71,640
Extraordinary Income			
Gain on Extinguishment of Debt - PPP Loans	98,287		
Total Extraordinary Income	98,287		
Shareholders' Equity - Beginning	(107,006)	14,732	126,184
Shareholder Distribution	(221,756)	(157,590)	(183,092)

See accompanying Auditors' Report and Notes to Financial Statements

Shareholders' Equity - Ending	$ (35,459)	$ (107,006)	$ 14,732

See accompanying Auditors' Report and Notes to Financial Statements

([Orkin CPA P.c.

JOSVLA, INC dba EXIT REALTY METRO NEW YORK
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2021	2020	2019
Cash Flows from Operating Activities:			
Net Income	$ 195,016	$ 35,852	$ 71,640
Adjustments to Reconcile Net Loss to Decrease in Cash from Operating Activities:			
Depreciation		125	502
Amortization	21,:po	14,220	7,110
Interest Expense			
Undeposited Funds	6,350	(2,082)	(6,708)
Loans Receivable	500	(36,853)	28,227
Deferred Revenue - ASC606	(10,993)	36,292	30,720
Loan Payable	(38,853)	1,644	196,502
Payroll Liability Payable	1,022	576	478
Credit Card Payable	7,244	(2,186)	45,393
Net Cash Flow From Operating Activities	$181,616	$47,588	$373,864
Cash (Used) in Investment Activities:			
Intangible Asset acquisition	$0	$0	($213,299)
Cash (Used) in Financing Activities:			
Receipt of PPP Loan Funds	$ 38,250	$ 60,037	$
Receipt of SBA EIDL Loan Funds	350,000	150,000	
Shareholder Distributions	(221,756)	(157,590)	(183,092)
Cash Proceeds (Used) in Financing Activities	$ 166,494	$ 52,447	$ (183,092)
Net Increase (Decrease) in Cash	348,110	100,035	(22,527)
Cash - Beginning	151,474	51,439	73,966
Cash Ending	$ 499,584	$ 151,474	$ 51,439

See accompanying Auditors' Report and Notes to Financial Statements

1. THE COMPANY

JOSVLA, INC. (the Company), a New York Corporation, was fonned in April 1996. The company acquired the rights to become the area franchisee of Exit Realty Corp. International of Toronto, Canada, a full-service real estate franchiser.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents - For purposes of the statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Supplemental Cash Flow Information - During 2021, cash paid for interest and income tax was $27,988 and $300, respectively.

Franchise Arrangements - The Company's franchise arrangeinents generally include a license which provides for payments of initial fees as well as continuing transaction fees to the company based upon a percentage of sales. Under this arrangement, franchises are granted the right to operate a real estate area sub-franchisor for a specified number of years.

Property and Equipment - Furniture and equipment consists of computer hardware and other office equipment used in operations. Depreciation is provided using straight-line methods over their estimated useful lives. As of December 31, 2021, furniture and equipment had been fully depreciated.

Advertising Costs - On a monthly basis, the Company collects from the franchisees monies which it deposits into a separate, restricted bank account. During 2021, the Company did not receive any advertising fee income and did not incur any advertising costs. Advertising costs are charged to expenses as incurred.

Concentrations - The Company had 100% of franchise and license fees from franchisees and licensees operating in New York during the year ended December 31, 2021.

Franchise Fees Recognition - Through September 2019, initial fees related to sales of franchises were recognized as revenue upon substantial perfonnance by the Company of all material conditions relating to the initial fee. In accordance with Revenue Recognition Standard ASC606, beginning in October 2019, initial franchise fees and renewal fees have been recognized on a straight-line basis as the Company satisfies the performance obligation over the franchise term, which is generally 5 years. Continuing franchise transaction fees are based on a defined percentage of franchise or license store revenues and are recognized when earned. Initial franchise fees for 2021, 2020 and 2019 totaled $0, $32,000, and $32,000, respectively.

Deferred Revenue - Initial franchise fees and renewal fees are recorded as deferred revenue and recognized on a straight-line basis over the life of the franchise agreement. Deferred revenue as of December 31, 2021, 2020, and 2019 were $56,120, $67,220, and $31,600, respectively. 2019 and 2020 income has been restated in 2021 to properly reflect Revenue Recognition Standard ASC 606.

Start-Up Costs - Costs incurred in connection with start-up of new franchise stores are expensed as incurred.

Concentration of Credit Risk - Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash account did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of$ 250,000. The company reviews the credit history of its franchisees before extending credit.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles 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 financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income - The Company has elected to be taxed as a Sub S company for federal and state income tax purposes. Income and expenses for the Company pass through directly to the shareholders and is reported on their individual income tax returns. Therefore, no provision or liability for federal income tax has been included in the financial statements.

3. PROPERTY & EQUIPMENT

At December 31, property and equipment for the Company consisted of the following:

	2021	2020	2019
Computer Equipment	$ 5,720	$ 5,720	$ 5,720
Furniture & Equipment	4 354	4 354	4 354
	10,074	10,074	10,074
Less: Accumulated Depreciation	(10,074)	(10,074)	(9,949)
Net Book Value	0	0	125

4. RELATED PARTY TRANSACTIONS

The Company had certain transactions with related parties consisting of unsecured, 11011- interest-bearing loans. The related party relationship exists between the shareholder and immediate family members. Loans receivable from related parties as of December 31, 2021, 2020 and 2019 were $39,000, 39,500 and $35,000, respectively.

5. COMMITMENTS AND CONTINGENCIES

The Company's operating lease for the corporate office was discontinued on August 31, 2020 with no penalties. Rent expense for this lease totaled $48,974 for the year ended December 31, 2020. This includes charges for common area maintenance.

As of September 1, 2020, the Company moved to a new office on a month-to-month basis. Rent expense for this lease as of December 31, 2021 and 2020 was $1,753 and $1,286, respectively.

6. FINANCING ACTIVITIES

Line of Credit -At the end of 2021, 2020, and 2019, the Company owed $4,896, $13,969, and $4,315, respectively on a line of credit with People's United Banlc

Note Payable - On October 1, 2019, the Company signed a promissory note for $200,000 payable to Exit Realty Corp. International. It is to be repaid with interest at a rate of 10% per year in 60 equal installments. Three payments were made in 2020 due to the COVID-19 pandemic. Payments resumed in May of 2021. At the end of 2021, 2020, and 2019, the Company owed $154,397, $84,177, and $192,187, respectively to Exit Realty Corp. International. The total interest expense paid on the note for the years ended December 31,

2021, 2020, and 2019 was $11,634, $4,738, and $4,935, respectively.

Paycheck Protection Program Loan #1 ("PPP Loan") - On May 7, 2020, JOSVLA Inc., was granted a loan from People's United Bank, N.A. in the aggregate amount of $60,037, pmsuant to the Paycheck Protection Program (the 'PPP") under the CARES Act. The PPP Loan, which was in the fmm of a Note dated May 7, 2020 issued by the Company, matures on May 7, 2022 and bears interest at a rate of 1.0% per annum. The Note was not prepaid by the Company at any time prior to maturity with no prepayment penalties. Funds from the PPP Loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, utilities and interest on other debt obligations incmred before February 15, 2020. The Company intends to use the entire PPP Loan amount for qualifying expenses. Under the terms of the PPP; certain amounts of the PPP Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act. On May 27, 2021, the Company received notice from the SBA that the PPP funds were used appropriately, and all amounts were fully forgiven.

Paycheck Protection Program Loan #2 ("PPP Loan") - On January 25, 2021, JOSVLA Inc., was granted a loan from People's United Bank, N.A. in the aggregate amount of $38,250, pursuant to the Paycheck Protection Program (the 'PPP") under the CARES Act. The PPP Loan, which was in the fonn of a Note dated January 25, 2021 issued by the Company, mah1res on January 25, 2026 and bears interest at a rate of 1.0% per annum. The Note was not prepaid by the Company at any time prior to maturity with no prepayment penalties. Funds from the PPP Loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, utilities and interest on other debt obligations incurred before February 15, 2020. The Company intends to use the entire PPP Loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the PPP Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act. On November 12, 2021, the Company received notice from the SBA that the PPP funds were used appropriately, and all amounts were fully forgiven.

EIDL Loan - On July 21, 2020, the Company executed the standard loan documents required for securing a loan (the "EIDL Loan") from the United States Small Business Administration (the "SBA") under its Economic Injury Disaster Loan assistance program in light of the impact of the COVID-19 pandemic on the Company's business. The principal amount of the EIDL Loan is $150,000, with proceeds to be used for working capital purposes. On December 16, 2021, the Company was approved a modification of the EIDL loan, increasing the principal amount to $500,000. Interest on the EIDL Loan accrues at the rate of3.75% per annum and installment payments, including principal and interest, are due monthly beginning thirty months from the date of the original EIDL 1oan in the amount of
$2,518. The balance of principal and interest is payable thirty years from the date of the promissory note. In connection with the EIDL Loan, the Company executed the EIDL Loan documents, which include the SBA Secured Disaster Loan Note, dated July 21, 2020 and December 16, 2021, each between the SBA and the Company.

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6. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date, but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would require adjustment or disclosure in the financial statements.

Orkin CPA P.c.

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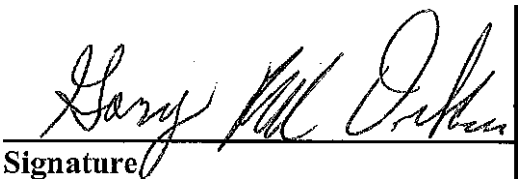
CONSENT

Orkin CPA PC_hereby consents to the use in the Franchise Disclosure Document issued by Josvla Inc. d/b/a Exit Realty New York Metro, on April 28, 2022, as it may be amended, of our report dated April 25, 2022, relating to the financial statements of Franchisor for the period ending December 31, 2021.



Signature

EXIT REALTY CORP. INTERNATIONAL
Mississauga, Ontario

CONSOLIDATED AUDITED FINANCIAL STATEMENTS

Years Ended December 31, 2021, 2020 and 2019

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INDEPENDENT AUDITORS' REPORT

Shareholders
Exit Realty Corp. International
Mississauga, Ontario

Opinion

We have audited the accompanying financial statements of Exit Realty Corp. International (a corporation) and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2021, 2020 and 2019, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Exit Realty Corp. International as of December 31, 2021, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Exit Realty Corp. International and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the 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 Exit Realty Corp. International's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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 generally accepted auditing standards 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, including omissions, 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.

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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements (Continued)

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the 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 Exit Realty Corp. International's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Exit Realty Corp. International's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

April 8, 2022
Milwaukee, Wisconsin

EXIT REALTY CORP. INTERNATIONAL
Mississauga, Ontario

Consolidated Balance Sheets
In U.S. Dollars
December 31, 2021, 2020 and 2019

	2021	2020	2019
ASSETS			
Current Assets:			
Cash and equivalents	$ 2,851,126	$ 1,821,263	$ ---
Accounts receivable (net)	895,179	843,950	877,617
Short-term investment	197,192	589,067	776,879
Prepaid expenses	327,256	323,057	340,713
Current portion - Notes receivable	1,045,908	855,430	575,685
Total current assets	5,316,661	4,432,767	2,570,894
Other Assets:			
Advances to related parties	1,515,378	1,485,872	1,350,276
Notes receivable (net)	10,538,492	10,143,929	5,815,429
Property and equipment (net)	281,138	1,457,070	1,658,562
Digital assets (net)	2,763,279	---	---
Regional rights	9,297,047	9,439,047	15,674,837
Deferred income tax asset - United States taxes	537,000	596,000	670,000
Total other assets	24,932,334	23,121,918	25,169,104
Total assets	$ 30,248,995	$ 27,554,685	$ 27,739,998
LIABILITIES AND STOCKHOLDERS' DEFICIT			
Current Liabilities:			
Bank overdraft	$ ---	$ ---	$ 3,762
Accounts payable	6,106,790	5,731,265	5,745,657
Income taxes payable	679,000	630,980	76,000
Advances from related parties	37,117	36,960	36,231
Line of credit	---	---	115,491
Current portion of notes payable	1,723,516	2,008,898	1,930,057
Current portion of deferred rent	55,624	69,847	72,395
Current portion of deferred revenue	4,422,344	3,623,968	3,623,909
Total current liabilities	13,024,391	12,101,918	11,603,502
Long-Term Liabilities			
Notes payable (net)	3,798,398	5,537,133	7,328,738
Deferred rent	---	59,392	126,691
Deferred income tax liability - Canadian taxes	669,000	563,855	959,700
Deferred revenue	3,000,706	2,161,882	1,837,049
Total long-term liabilities	7,468,104	8,322,262	10,252,178
Total liabilities	20,492,495	20,424,180	21,855,680
Stockholders' Equity:			
Capital stock	7	7	7
Retained earnings	11,540,817	8,937,063	7,676,270
Noncontrolling interest in subsidiary	(559)	277	---
Accumulated other comprehensive income (loss)	(1,783,765)	(1,806,842)	(1,791,959)
Total stockholders' equity	9,756,500	7,130,505	5,884,318
Total liabilities and stockholders' equity	$ 30,248,995	$ 27,554,685	$ 27,739,998

The accompanying notes to consolidated financial statements
are an integral part of these consolidated statements.

EXIT REALTY CORP. INTERNATIONAL
Mississauga, Ontario

Consolidated Statements of Income
In U.S. Dollars
Years Ended December 31, 2021, 2020 and 2019

	2021	2020	2019
Gross Revenue:			
Revenue	$ 17,868,466	$ 14,810,618	$ 17,975,016
Operating Expenses:			
Advertising and promotion	2,647,480	2,151,010	2,700,088
Amortization and depreciation	154,557	210,094	228,074
Bad debts (recovery) expense	(83,238)	(10,070)	115,614
Bank charges	207,147	176,936	209,527
Commissions	149,712	111,904	183,575
Contract services	926,174	972,144	991,524
Fees and dues	18,358	18,601	53,182
Information technology	302,986	309,981	302,877
Insurance	75,078	59,575	54,312
Interest	319,674	389,482	412,939
Management salaries	1,654,420	1,482,376	1,252,968
Office and general	83,836	60,349	78,899
Postage and delivery	82,858	68,655	81,720
Professional fees	328,642	513,858	368,826
Rent	310,424	277,484	295,764
Repairs and maintenance	16,948	45,822	66,872
Salaries and benefits	6,218,490	5,373,323	5,816,868
Telephone	23,119	25,717	29,749
Trade shows and conventions	376,337	287,648	2,380,244
Training and development	900,866	622,439	1,093,109
Travel	67,361	64,024	218,076
Vehicles	16,045	14,381	14,297
Total operating expenses	14,797,274	13,225,733	16,949,104
Income from continuing operations before the following	3,071,192	1,584,885	1,025,912
Gain on sale of property and equipment	383,500	---	1,104
Write down of regional rights	---	---	(515,000)
Income from operations before income taxes	3,454,692	1,584,885	512,016
Provision for income taxes	851,774	323,915	230,865
Net income before noncontrolling interest	2,602,918	1,260,970	281,151
Noncontrolling interest in subsidiary's loss (income)	836	(177)	---
Net income	$ 2,603,754	$ 1,260,793	$ 281,151

The accompanying notes to consolidated financial statements
are an integral part of these consolidated statements.

EXIT REALTY CORP. INTERNATIONAL
Mississauga, Ontario

Consolidated Statements of Changes in Stockholders' Equity
In U.S. Dollars
Years Ended December 31, 2021, 2020 and 2019

	Common stock	Retained earnings	Noncontrolling interest	Accumulated other comprehensive income (loss)	Total stockholders' equity
Balance - December 31, 2018	$ 7	$ 7,395,119	$ ---	$ (1,756,186)	$ 5,638,940
Net income for the year	---	281,151	---	---	281,151
Foreign currency translation adjustment	---	---	---	(35,773)	(35,773)
Total comprehensive income (loss)	---	281,151	---	(35,773)	245,378
Balance - December 31, 2019	7	7,676,270	---	(1,791,959)	5,884,318
Capital contributions	---	---	100	---	100
Net income for the year	---	1,260,793	177	---	1,260,970
Foreign currency translation adjustment	---	---	---	(14,883)	(14,883)
Total comprehensive income (loss)	---	1,260,793	277	(14,883)	1,246,187
Balance - December 31, 2020	7	8,937,063	277	(1,806,842)	7,130,505
Net income for the year	---	2,603,754	(836)	---	2,602,918
Foreign currency translation adjustment	---	---	---	23,077	23,077
Total comprehensive income	---	2,603,754	(836)	23,077	2,625,995
Balance - December 31, 2021	$ 7	$ 11,540,817	$ (559)	$ (1,783,765)	$ 9,756,500

The accompanying notes to consolidated financial statements
are an integral part of these consolidated statements.

EXIT REALTY CORP. INTERNATIONAL
Mississauga, Ontario

Consolidated Statements of Cash Flows
In U.S. Dollars
Years Ended December 31, 2021, 2020 and 2019

	2021	2020	2019
Cash Flows from Operating Activities:			
Net income	$ 2,602,918	$ 1,260,970	$ 281,151
Adjustments to reconcile net income to cash and equivalents provided (used) from operating activities:			
Amortization and depreciation	154,557	210,094	228,074
Bad debt (recovery) expense	(83,238)	(10,070)	115,614
Deferred tax expense (benefit)	164,145	(321,845)	145,700
Regional rights disposed	142,000	6,235,789	---
Gain on sale of property and equipment	(383,500)	---	(1,104)
Write down of regional rights	---	---	515,000
Changes in assets and liabilities:			
Accounts receivable	32,009	43,737	38,783
Prepaid expense	(4,199)	17,656	(28,053)
Notes receivable	(585,041)	(4,608,245)	(943,344)
Accounts payable and accrued liabilities	375,525	(14,392)	52,019
Income taxes payable	48,020	554,980	(57,329)
Deferred revenue	1,637,200	324,892	962,079
Net cash and equivalents provided by operating activities	4,100,396	3,693,566	1,308,590
Cash Flows from Investing Activities:			
Purchase of property and equipment	---	(8,601)	(204,532)
Advances (to) from related parties	(29,349)	(134,867)	(578,857)
Proceeds on sale of property and equipment	1,404,875	---	13,565
Redemption (purchase of) short-term investment	391,875	187,812	(405,369)
Purchase of digital assets	(2,763,279)	---	---
Reacquisition of regional rights	---	---	(6,133,869)
Net cash and equivalents provided (used) by investing activities	(995,878)	44,344	(7,309,062)
Cash Flows from Financing Activities:			
Capital contributions	---	100	---
Bank overdraft	---	(3,762)	3,762
Repayment of obligation under capital leases	---	---	(11,771)
Proceeds from notes payable	---	---	7,151,678
Proceeds from line of credit	---	---	115,491
Repayments of line of credit	---	(115,491)	---
Repayments on notes payable	(2,024,117)	(1,712,764)	(2,203,039)
Advances from shareholder	---	---	(31,834)
Deferred rent	(73,615)	(69,847)	(59,380)
Net cash and equivalents provided (used) by financing activities	(2,097,732)	(1,901,764)	4,964,907
Effect of exchange rate changes on financial instruments	23,077	(14,883)	(35,773)
Net change in cash and equivalents	1,029,863	1,821,263	(1,071,338)
Cash and equivalents, at beginning of year	1,821,263	---	1,071,338
Cash and equivalents, at end of year	$ 2,851,126	$ 1,821,263	$ ---
Supplemental Disclosure:			
Income tax paid	$ 639,609	$ 90,780	$ 142,494
Interest paid	$ 318,001	$ 384,926	$ 404,772
Acquisition of district rights financed by notes payable	$ ---	$ ---	$ 5,900,000
Acquisition of vehicle financed by notes payable	$ ---	$ ---	$ 51,678

The accompanying notes to consolidated financial statements
are an integral part of these consolidated statements.

1. Company Description

Exit Realty Corp. International ("Company") was incorporated on October 20, 1995 under the laws of the Province of Ontario. The Company is a real estate franchisor that sells regions in the United States of America and Canada. Revenues are generated from transaction and development fees, sale of franchises, franchisee annual membership fees, convention income and software and training fees.

Exit Realty Corp. USA was incorporated in the Commonwealth of Massachusetts and is a wholly owned subsidiary of Exit Realty Corp. International. It also generates its revenues from transaction and development fees, sale of franchises, franchisee annual membership fees, convention income, software and training fees and management fees.

Ah$um America, Inc. is a wholly owned subsidiary of Exit Realty Corp. International and is the surviving corporation resulting from the merger of Ah$um America, Inc. and Ah$um Financial Corp. Both of the predecessor corporations were incorporated in the State of Georgia. Subsequent to the merger in 2010, the surviving corporation was redomesticated in the Commonwealth of Massachusetts. Ah$um America, Inc. is in place to manage the ancillary services of Exit Realty Corp. International and Exit Realty Corp. USA.

Exit Realty Pacific West, LLC is a subsidiary of Exit Realty Corp. USA that was incorporated in 2020. The Company is deemed to control another company either by ownership of a majority voting interest in the other company's equity or by incurring a contractual obligation to provide additional financial support to the other company. The Company owns a majority of the voting interest of Exit Realty Pacific West, LLC. Exit Realty Pacific West, LLC generates its revenues from transaction and development fees, sale of franchises and training fees.

2. Summary of Significant Accounting Policies

A. Principles of Consolidation

The current consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, Exit Realty Corp. USA, Ah$um America, Inc., and Exit Realty Pacific West, LLC. All significant inter-company accounts and transactions have been eliminated.

B. Basis of Presentation

The consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

C. Revenue Recognition

Initial franchise and regional development rights fees are determined by geographic area and population in that area and are recorded as deferred franchise fee and regional development right fees and amortized as revenue over the life of the franchise agreement (generally five years for franchise rights and ten or fifteen years for regional development rights). Franchise fee renewals are charged 10% of the then current initial franchise fee (not to exceed 25% of the initial franchise fee originally paid by the franchisee). Regional development right renewals are charged 25% or 50% of the initial franchise fee depending on the original terms of the agreement.

Transaction fees and development fee income are earned, recognized and payable by the franchisees upon the finalization of a transaction initiated by the franchisee (sale or leasing transaction).

Annual membership fees are recognized when earned. The portion of annual membership fees that relate to the subsequent fiscal year is deferred and shown as deferred revenue.

Software and training fees are recognized on a monthly basis.

2. Summary of Significant Accounting Policies (Continued)

C. Revenue Recognition (Continued)

Convention income is recognized at the completion of the convention. The portion of convention income that relates to the subsequent year's convention is deferred and shown as deferred revenue.

Management fees are recognized on a monthly basis.

Ancillary revenues are recognized when earned based on the terms of the individual supplier agreements. The portion of ancillary revenues that relate to the subsequent year is deferred and shown as deferred revenue.

D. Cash and Equivalents

The Company considers demand deposits, savings, money market fund accounts and investments with maturities of 90 days or less to be cash and equivalents for purposes of the consolidated statements of cash flows.

E. Short-term Investments

The Company is required to maintain a minimum deposit balance of 250,000 Canadian dollars (197,192 USD at current exchange rates) as security for the bank line of credit disclosed in note 8. The company maintains this deposit in a redeemable guaranteed investment certificate ("GIC") bearing interest at .10% per annum, maturing April 13, 2022. At each maturity date, the company renews its investment in the GIC to maintain the security requirements.

F. Digital Assets

During the year ended December 31, 2021, the Company purchased $2,463,219 of Bitcoin and $300,060 of Ethereum ("digital assets"). The Company accounts for digital assets held as a result of these transactions as indefinite-lived intangible assets in accordance with *ASC 350, Intangibles – Goodwill and Other*. The company has ownership of and control over the digital assets and uses third-party custodial services to secure it. The digital assets are initially recorded at cost and are subsequently remeasured on the consolidated balance sheets at cost, net of any impairment losses incurred since acquisition.

The fair value of the Company's digital assets is determined on a nonrecurring basis in accordance with *ASC 820, Fair Value Measurement*, based on quoted prices on the active exchange(s) that the Company has determined is the principal market for such assets (Level 1 inputs). The Company performs an analysis at year end to determine whether events or changes in circumstances, principally decreases in the quoted prices on active exchanges, indicate that it is more likely than not that our digital assets are impaired. In determining if an impairment has occurred, the Company considers the market price of one unit of digital asset quoted on the active exchange at year end. If the then current carrying value of a digital asset exceeds the fair value so determined, an impairment loss has occurred with respect to those digital assets in the amount equal to the difference between their carrying values and the price determined.

Impairment losses, if any, are shown as impairment losses on the consolidated statements of income in the period in which the impairment is identified. The impaired digital assets are written down to their fair value at the time of impairment and this new cost basis will not be adjusted upward for any subsequent increase in fair value. Gains are not recorded until realized upon sale, at which point they are presented net of any impairment losses for the same digital assets held. In determining the gain to be recognized upon sale, the Company calculates the difference between the sales price and carrying value of the digital assets sold immediately prior to sale.

2. Summary of Significant Accounting Policies (Continued)

G. Accounts and Notes Receivable

Accounts and notes receivable are stated at net invoice or note amounts. An allowance for doubtful accounts is established by management based on a specific assessment of all invoices that remain unpaid following normal customer payment periods. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. Allowance for doubtful receivables for the years ended Decembers 31, are as follows:

2021	$	19,900
2020		16,300
2019		14,500

H. Property and Equipment

Property and equipment with an acquisition cost greater than $1,500 and an estimated useful life of greater than one year are recorded at cost. Expenditures for maintenance and repairs are charged against income when incurred. Amortization and depreciation of equipment and software is provided on the declining balance basis using the following rates:

Electronic equipment	30%
Furniture and fixtures	20%
Outdoor sign	25%
Computer Software	30% - 100%
Vehicles	30%
Buildings	4%

Leasehold improvements are amortized on a straight-line basis over the lesser of the lease term or five years.

I. Regional Rights

Regional rights are recorded at cost. The value of the regional rights is tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. When the carrying value is determined to be impaired, an impairment loss is recognized in income in the year. The regional rights write downs amounted to $0, $0 and $515,000 for the years ended December 31, 2021, 2020 and 2019, respectively.

The write downs occurring in 2019 relate to regions acquired by the Company in 2005, 2007, 2010, and 2015 before the Company's formal pricing formula was implemented.

2. Summary of Significant Accounting Policies (Continued)

J. Income Taxes

The Company follows the liability method of accounting for income taxes; whereby, deferred income tax assets and liabilities reflect the expected future income tax consequences of temporary differences between carrying amounts of assets and liabilities and their income tax bases. Deferred income tax assets and liabilities are measured based on the enacted or substantively enacted income tax rates that are expected to be in effect when the deferred income tax assets or liabilities are expected to be realized or settled. The effect on deferred tax assets and liabilities of a change in income tax rates is recognized into income in the year that includes the substantive enactment date. Deferred income tax assets are recognized to the extent that realization is considered more likely than not.

The Company has implemented accounting for uncertainty in income taxes in accordance with U.S. GAAP. This standard prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and also provides guidance on various related matters such as derecognizing, interest, penalties and disclosures required. The Company recognizes interest and penalties, if any, related to unrecognized tax liabilities in income tax expense.

K. Foreign Currency Translation

Assets and liabilities of foreign operations and foreign currency denominated assets and liabilities of Canadian operations are translated into U.S. dollars at the exchange rates prevailing at the transaction date for non-monetary items and at the year-end exchange rate for monetary items. Revenue and expenses, except amortization, are converted at average exchange rates for the year. Amortization is converted at the same rate as related assets. Gains or losses on translation are recognized in income in the year realized or incurred.

L. Financial Instruments

Financial instruments are carried at cost, less any impairment value. The Company discloses information about the fair value of its financial assets and liabilities. Fair value estimates are made at the balance sheet date, based on relevant market information and information about the financial instrument. These estimates are subjective in nature and involve uncertainties in significant matters of judgment, and therefore, cannot be determined with precision. Changes in assumptions could significantly affect these estimates.

M. Other Comprehensive Income

U.S. GAAP requires that recognized revenue, expenses, gains and losses be included in net income. Certain changes in assets and liabilities, however, such as foreign currency translation adjustments, are reported as a direct adjustment to the equity section of the balance sheet. Such items, along with net income, are considered components of comprehensive income.

2. Summary of Significant Accounting Policies (Continued)

N. Use of Estimates

These financial statements have been prepared in accordance with U.S. GAAP, from information provided by management. Preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the date of the financial statements, and the reported revenues and expenses during the year. Actual results could differ from those estimates.

O. Advertising and Promotion

Advertising and promotion expenses are expensed as incurred by the Company. The advertising and promotion expenses for the years ended December 31, are as follows:

2021	$	2,647,480
2020		2,151,010
2019		2,700,088

P. Subsequent Events

Management has evaluated subsequent events for possible recognition or disclosure through the date the financial statements were available to be distributed (April 8, 2022). There were no subsequent events that required recognition or disclosure.

3. Revenue Recognition

A. Disaggregation of Revenue

Revenue from performance obligations satisfied at a point in time consists of transaction and development fee income and convention income.

Revenue from performance obligations satisfied over time consists of franchise and regional development rights sales and renewals, annual membership fees, ancillary revenues, and software and training fees.

3. Revenue Recognition (Continued)

A. Disaggregation of Revenue (Continued)

In the following table, revenue is disaggregated by timing of satisfaction of performance obligations for the years ended December 31:

	2021	2020	2019
Revenues recognized over time:			
Franchise sales and renewals	$ 445,907	$ 443,275	$ 466,582
Regional development rights and renewals	366,327	(1,530,381)	226,817
Annual membership fees	4,701,908	4,267,443	4,641,902
Software and training fees	1,553,777	1,468,833	1,601,686
Management fees	32,000	---	---
Ancillary revenue	784,483	667,053	705,335
Revenues recognized at a point in time:			
Convention income	---	---	1,140,253
Transaction and development fees	9,470,295	8,709,512	8,729,843
Government grants	---	374,295	---
Interest and other miscellaneous income	513,859	410,588	462,598
Total Revenue	$ 17,868,466	$ 14,810,618	$ 17,975,016

B. Contract Balances

Contract liabilities include franchise and regional development rights sales and renewals received, convention income for the convention that will occur in the following year, training income for sessions that will occur in the following year, deferred ancillary revenue, and the portion of annual membership fees that relate to the following year (deferred revenue). Contract liabilities were as follows for the years ended December 31:

	2021	2020	2019
Deferred revenue	$ 7,423,050	$ 5,785,850	$ 5,460,958
Less: long-term portion of deferred revenue	(3,000,706)	(2,161,882)	(1,837,049)
Current portion of deferred revenue	$ 4,422,344	$ 3,623,968	$ 3,623,909

The balance in deferred revenue at January 1, 2019 was $3,407,577

C. Performance Obligations

For performance obligations related to franchise and regional development rights fees, control transfers over time. The franchisee/regional developer has the right to operate in a specific territory over a specified time frame. There are no additional performance obligations. Payment is due upon signing of the agreement.

3. Revenue Recognition (Continued)

D. Significant Judgments

The franchisees and regional rights developers have the right to operate exclusively in territory over an agreed time frame. Franchise and regional rights revenue is deferred and amortized on a straight-line basis over the time of the contract. The Company has used the practical expedient which allows the Company to apply the revenue recognition guidance to a portfolio of franchise contracts with similar characteristics, rather than applying the guidance to each contract individually.

4. Advances to (from) Related Parties and Related Party Transactions

Advances to (from) related companies, which are under common control, are unsecured, non-interest bearing and have no fixed terms for repayment.

Advances from the ultimate shareholder of the Company, are unsecured, non-interest bearing and have no fixed terms for repayment.

Management is of the opinion that these transactions were undertaken under the same terms and conditions as transactions with non-related parties. The transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

The advances to (from) related parties are as follows:

	2021	2020	2019
Exitus Holding Inc.	$ 1,515,378	$ 1,485,872	$ 1,350,276
AH-$UM Potential Inc.	(37,117)	(36,960)	(36,231)
Net related party advances	$ 1,478,261	$ 1,448,912	$ 1,314,045

5. Notes Receivable

Notes receivable represent balances due on the sale of Canadian and U.S. regions. The notes bear interest between 3.00% and 10.00%, mature between 2024 and 2032, and are secured by performance contracts in the franchisor agreements.

	2021	2020	2019
Total notes receivable	$ 11,584,400	$ 10,999,359	$ 6,391,114
Less: current portion	1,045,908	855,430	575,685
Long-term	$ 10,538,492	$ 10,143,929	$ 5,815,429

When management has determined that collection of specific notes receivable to be doubtful, it will include the write down of these notes in bad debt expense. There were no amounts of write downs relating to these notes receivable for the years ended December 31, 2021, 2020 and 2019. When a region is reacquired for non-performance by the sub-franchisor, the amount of the uncollected notes receivable is added to the cost of regional rights on the balance sheet. Regions reacquired for non-performance amounted to $0, $0, and $233,869 for the years ended December 31, 2021, 2020 and 2019. Interest income on these notes totaled $342,401, $240,225, and $243,626 for the years ended December 31, 2021, 2020 and 2019, respectively.

6. Property and Equipment

	2021	2020	2019
Electronic equipment	$ 727,285	$ 727,285	$ 718,683
Furniture and fixtures	129,599	129,599	129,599
Outdoor sign	17,455	17,455	17,455
Software	2,705,298	2,705,298	2,705,298
Vehicles	371,113	416,063	416,063
Leasehold improvements	224,968	224,968	224,968
Building	---	575,000	575,000
Land	---	525,000	525,000
Total	4,175,718	5,320,668	5,312,066
Less: accumulated amortization and depreciation	3,894,580	3,863,598	3,653,504
Net property and equipment	$ 281,138	$ 1,457,070	$ 1,658,562

7. Digital Assets

During the year ended December 31, 2021, the Company purchased $2,463,219 of Bitcoin and $300,060 of Ethereum. During the year ended December 31, 2021, no impairment loss was recorded on such digital assets. As of December 31, 2021, the carrying value of our digital assets held was $2,763,279.

8. Line of Credit

The company has available a bank revolving demand facility with an authorized limit of 250,000 Canadian dollars (197,192 USD at current exchange rates)), bearing interest at the bank's prime rate plus 1.00%. The facility is secured by a general security agreement over all property of the company, and assignment of a guaranteed investment certificate in the amount of 250,000 Canadian dollars. The bank credit facility is subject to certain reporting requirements and not subject to any financial covenant. At December 31, 2021, 2020 and 2019, the company has utilized $0, $0 and 150,000 Canadian dollars (115,491 USD at current exchange rates) of the facility, respectively.

9. Paycheck Protection Program

On May 6, 2020, the Company received loan proceeds in the amount of $374,295 under the Paycheck Protection Program (“PPP”). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), provided loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. In accordance with International Accounting Standards (IAS) 20, *Accounting for Government Grants and Disclosure of Government Assistance*, management has determined that there is reasonable assurance that the Company will meet the terms for forgiveness of the loan and therefore recorded this transaction as revenue during the year ended December 31, 2020. The Small Business Administration approved forgiveness of the loan as of August 24, 2021.

10. Notes Payable

	2021	2020	2019
Notes payable, unsecured, non-interest bearing, with varying repayment terms and mature in 2022	$ 84,000	$ 240,000	$ 396,000
Notes payable, unsecured, with varying repayment terms, bearing interest between 1.00% and 6.00%, maturing between 2022 and 2029	5,380,740	7,211,968	8,736,648
Notes payable, secured by specific vehicles, repayable in blended monthly payments of 3,800 Canadian dollars, bearing interest between 2.99% and 6.99%, maturing in 2022	57,174	95,710	132,468
Total	5,521,914	7,547,678	9,265,116
Less: current portion	1,723,516	2,008,898	1,930,057
Less: imputed interest adjustment calculated at 2.00% for 2020 and 2019	---	1,647	6,321
Long-term	$ 3,798,398	$ 5,537,133	$ 7,328,738

Interest expense on the above notes totaled $319,011, $389,130, and $402,552 for the years ended December 31, 2021, December 31, 2020, and December 31, 2019, respectively.

Total principal repayments required on the notes for the years ending December 31, are as follows:

2022	$ 1,723,516
2023	1,532,944
2024	1,092,271
2025	130,207
2026	132,525
Thereafter	910,451
Total	$ 5,521,914

11. Capital Stock

	2021	2020	2019
Issued			
100 common shares	$ 7	$ 7	$ 7

12. Provision for Income Taxes

A current tax liability is recognized for the estimated taxes payable on tax returns for the year. Deferred tax assets or liabilities are recognized for the estimated future tax effects of temporary differences between book and tax accounting.

The provision for income taxes consists of the following:

	2021	2020	2019
Current expense	$ 687,629	$ 645,760	$ 85,165
Deferred expense (benefit)	164,145	(321,845)	145,700
Total provision	$ 851,774	$ 323,915	$ 230,865

Deferred income tax assets related to United States taxes result from net operating losses.

Details are as follows:

	2021	2020	2019	Deferred Tax Expense (Benefit)
Net operating losses	$537,000	$596,000	$670,000	$59,000

Deferred income tax assets or liabilities related to Canadian taxes result from differences between book and tax accounting values of property and equipment, regional rights, deferred rent and the recognition of revenue under franchise agreements. Details as follows:

	2021	2020	2019	Deferred Tax Expense (Benefit)
Deferred rent	$ 14,750	$ 34,244	$ 52,700	$ 19,494
Property & Equipment	(60,660)	(82,862)	(111,300)	(22,202)
Deferred revenue	210,840	263,431	261,900	52,591
Regional Rights	(833,930)	(778,668)	(1,163,000)	55,262
Total	$ (669,000)	$ (563,855)	$ (959,700)	$ 105,145

The net operating losses for United States taxes relate to losses incurred by Ah$um America, Inc. expire in the years ending December 31, 2025-2030. Net operating losses for United States taxes related to losses incurred by Exit Realty Corp. USA do not expire. Ah$um America, Inc. has total net operating losses of $7,220,932 and Exit Realty Corp. USA has total net operating losses of $733,747. The losses are expected to expire as follows:

2025	$ 597,798
2026	3,902,219
2027	2,489,747
2028	209,160
2029	4,282
2030	17,726
Do not expire	733,747
Total	$ 7,954,679

12. Provision for Income Taxes (Continued)

The deferred tax assets listed above are reflective of the tax effect of the expected portion of losses to be utilized to offset against projected future taxable income.

The remaining deferred tax assets and liabilities listed above relate to Exit Realty Corp. International and its obligation to pay Canadian taxes. The Company does not have the right or intention to offset the deferred tax asset related to Ah$um America, Inc. against the deferred tax assets or liabilities of Exit Realty Corp. International.

13. Lease and Contract Commitments

The Company rents its premises and office equipment under operating leases. These leases expire in 2022. The Company has entered into services contracts that have initial terms in excess of one year and expiring at various times through 2024. Future minimum required payments for each of the remaining years ending December 31, are as follows:

2022	$ 2,119,640
2023	1,852,928
2024	1,740,000
Total	$ 5,712,568

14. Consulting Agreements and Employment Contracts

The Company has entered into a number of consulting agreements and employment contracts. The length of the contracts and agreements range from one to fifteen years.

15. Contingent Liabilities

On December 6, 2016, a claim was filed against the Company in the amount of $975,000 for a guarantee provided by the Company on the debt of a former regional owner. The Company has contested the claim and has filed a counterclaim against the former regional owner. The discovery phase of the claim has been prolonged. The likelihood of any loss relating to this claim cannot be determined.

16. Financial Instruments

The Company's financial instruments include cash, accounts receivable, notes receivable, loans receivable, advances to related parties, bank overdrafts, accounts payable and accrued liabilities, advances from related parties, notes payable and mortgage payable.

A. Fair Value

The carrying amounts for cash, accounts receivable, accounts payable and accrued liabilities on the balance sheet approximates their fair value because of the short-term maturities of these items.

The fair value of the notes receivable, loans receivable, advances to and from related parties and notes payable is not determinable, as these items are non-interest bearing and there is no comparable market data for them.

The fair value of the mortgage payable approximates its carrying value as it bears interest at market rates for similar debt.

16. Financial Instruments (Continued)

B. Foreign Exchange Risk

Certain of the Company's revenue and expenses are incurred in Canadian dollars and are therefore subject to gains and losses due to fluctuation in the U.S. dollar relative to the Canadian dollar. The Company does not use derivative instruments to reduce its exposure to foreign exchange risk.

The Company is exposed to currency risk through the following assets and liabilities denominated in Canadian dollars:

		2021		2020		2019
Cash	CDN $	156,914	CDN $	35,741	CDN $	---
Accounts receivable		71,793		44,383		148,348
Short-term investment		25,000		750,000		1,009,010
Notes receivable		543,634		631,573		713,299
Bank overdraft		---		---		83,452
Line of credit		---		---		150,000
Accounts payable and accrued liabilities		1,132,663		841,340		770,702
Notes payable		72,485		---		172,050

C. Interest Rate Risk

The Company has interest-bearing borrowings for which general rate fluctuations apply.

D. Credit Risk

The Company maintains cash with Canadian chartered banks which is insured by the Canada Deposit Insurance Corporation up to CDN$100,000 and a US financial institution which is insured by the Federal Deposit Insurance Corporation up to US$250,000. From time to time these deposits are in excess of insured limits and are exposed to the credit risk from the concentration of cash.

The Company's customers are dispersed throughout the United States and Canada. The Company does not obtain collateral or other security to support accounts receivable. Notes receivable are secured by performance contracts and personal guarantees as per the conditions of the franchisor agreements.

E. Liquidity Risk

Liquidity risk is the risk that the Company cannot meet a demand for cash or fund its obligations as they come due. The current assets reflected in the balance sheet are highly liquid. Financial liabilities, including accounts payable and accrued liabilities, are short-term in nature and are generally due within several months. Management is responsible for reviewing liquidity resources to ensure funds are readily available to meet its financial obligations as they come due, as well as ensuring adequate funds exist to support business strategies and operations growth. The Company manages liquidity risk by monitoring cash balances on a daily basis.

17. Franchising

The Company's subfranchise and franchise agreements provide for the payment of a franchise fee for each subfranchise and franchise purchased. One hundred percent (100%) of the franchise fees for subfranchises sold in the United States and Canada are received by the Company. Franchises in the United States and Canada are sold by subfranchisors. Twenty-five percent (25%) of the franchise fees for franchises sold in the United States and Canada by the subfranchisors are received by the Company. One hundred percent (100%) of the franchise fees for franchises sold in the United States and Canada in company owned regions are received by the Company. Annual membership fees are charged in the amount of $375 per associate. Software license fees are charged per subfranchise and franchise.

Franchise fees, which vary depending on the population of the territory included in the purchase, are amortized over the life of the contract. Costs to the Company relating to the territories are commissions and administrative costs.

18. COVID-19 Impact

On March 11, 2020, the World Health Organization categorized COVID-19 as a pandemic. The potential economic effects within the Company's environment and in the global markets, possible disruption in supply chains, and measures being introduced at various levels of government to curtail the spread of the virus (such as travel restrictions, closures of non-essential municipal and private operations, imposition of quarantines and social distancing) could have a material impact on the Company's operations.

The operations of the company have been designated as an essential service. The Company has continued providing support to its franchisees while maintaining social distancing protocols issued by the Province of Ontario and various municipalities while ensuring the health and safety of its employees and agents. During 2021, the Company's operations have been impacted in the following ways:

a) The Company holds an annual convention for all its regional owners and agents across North America. Due to social distancing requirements, travel bans, and other restrictions, the convention for 2021 that was to be held was cancelled. This resulted in a loss in the source of the Company's annual revenue stream. However, the company was able to avoid most of the costs associated with holding the convention. Attendees who purchased their tickets in 2019 to 2021 had the option to defer their tickets to the 2022 convention or receive a full refund. As of 2021, most of the attendees chose to defer their tickets to the 2022 convention to be held Florida. These conventions are to engage with and allow members of the EXIT across North America to network.

b) The Company began offering its agents special concessions for its annual membership fees. To assist agents with tough economic times, the Company began a program that allowed a discount on annual membership fees if paid before the renewal date. The Company also allowed agents to pay their fees in three installments.

c) The Company had to cancel most in-person training and development seminars held for agents and franchisees. Alternatively, some of these training seminars were held virtually.

The Company cannot estimate the length and gravity of the COVID-19 outbreak. If the pandemic continues, it may have a material adverse effect on the Company's results of future operations, financial position and liquidity in fiscal 2022. The Company is continually monitoring and assessing new information and recommendations from health and government authorities as it becomes available and will continue to respond accordingly.

EXHIBIT F1

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin. This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
NEW YORK	**Pending**

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT F3

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

1. 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, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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.

EXHIBIT G
RECEIPTS
(DUPLICATE)

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 EXIT REALTY NEW YORK METRO offers you a Franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, EXIT REALTY NEW YORK METRO or an affiliate in connection with the proposed Franchise sale.

Maryland, New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of aNY METRO 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 METRO binding franchise or other agreement or the payment of aNY METRO consideration, whichever occurs first.

If EXIT REALTY NEW YORK METRO 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 the state agency listed on Exhibit B.

The Subfranchisor is EXIT REALTY NEW YORK METRO, 6800 Jericho Tpke., Suite 120W, Syosset, NY 11791. Its telephone number is (631) 421-3948.

The name, address and telephone number of each Franchise seller offering the Franchise is as follows: Hector Castillo, 6800 Jericho Tpke., Suite 120W, Syosset, NY 11791. Phone – (631) 421-3948

The issuance date of the Disclosure Document is **April 28, 2022**.

EXIT NY METRO authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received the Disclosure Document dated **April 28, 2022**, that included the following Exhibits:

EXHIBIT A-1	REQUEST FOR CONSIDERATION
EXHIBIT A-2	FRANCHISE AGREEMENT
EXHIBIT A-3	SALES REPRESENTATIVE AGREEMENT (SAMPLE)
EXHIBIT B	STATE FRANCHISOR ADMINISTRATORS
EXHIBIT C	TABLE OF CONTENTS OF TRAINING MANUALS
EXHIBIT D/D 1	LIST OF OPEN FRANCHISES/LIST OF FRANCHISE AGREEMENTS SIGNED BUT NOT OPENED
EXHIBIT E/E 1	DISCONTINUED FRANCHISES/TRANSFERRED FRANCHISES
EXHIBIT F	FINANCIAL STATEMENTS
EXHIBIT G	RECEIPTS

THIS RECEIPT MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, THE GENERAL PARTNERS OF A PARTNERSHIP, THE MEMBERS OF A LIMITED LIABILITY COMPANY METRO OR ANY METRO INDIVIDUAL RECEIVING A COPY OF THE DISCLOSURE DOCUMENT.

PROSPECTIVE FRANCHISEE:

_____

(Print or Type Name of Person, Corporation, Partnership or Limited Liability CompaNY METRO)

	Date	Name	Signature
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

You may return the signed Receipt either by signing, dating and mailing to EXIT REALTY NEW YORK METRO, 6800 Jericho Tpke. Suite 120W, Syosset, NY 11791, or by scanning and e-mailing a copy of the signed and dated Receipt to Info@EXITNYMetro.com.

EXHIBIT G
RECEIPTS
(DUPLICATE)

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 EXIT REALTY NEW YORK METRO offers you a Franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, EXIT REALTY NEW YORK METRO or an affiliate in connection with the proposed Franchise sale.

Maryland, New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of aNY METRO 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 METRO binding franchise or other agreement or the payment of aNY METRO consideration, whichever occurs first.

If EXIT REALTY NEW YORK METRO 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 the state agency listed on Exhibit B.

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PROSPECTIVE FRANCHISEE:

_____

(Print or Type Name of Person, Corporation, Partnership or Limited Liability CompaNY METRO)

	Date	Name	Signature
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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