FRANCHISE DISCLOSURE DOCUMENT

Infinium Realty Group, Inc.
Dba Help-U-Sell Real Estate
7856 N Glen Harbor Blvd.
Glendale, AZ 85307
941-951-7707
legal@helpusell.com

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As a Help-U-Sell® franchisee, you will operate a real estate sales office that offers a variety of real estate services to the general public.

Infinium Realty Group, Inc., a Delaware corporation, is offering franchises for the operation of a real estate business which features a variety of real estate transaction services that can be paid for by homeowners and prospective homeowners on a service-by-service basis, at set fee pricing. The initial franchise fee is $17,750. The estimated initial investment required ranges from $29,650 to $67,650, inclusive of the initial franchise fee.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact the Legal Department at 7856 N Glen Harbor Blvd., Glendale AZ 85307, (941) 951-7707 ext. 5002 or legal@helpusell.com.

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

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

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

ISSUANCE DATE: March 20, 2025

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ITEM 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor

The Franchisor is Infinium Realty Group, Inc. which will be referred to as "**we**", "**us**" or **"IRG**" in this Disclosure Document. We will refer to the person who buys the franchise as "**you**" throughout this Disclosure Document. If the franchisee is a corporation, partnership or limited liability company, certain provisions of the Franchise Agreement will also apply to the owners and will be noted. IRG is a Delaware corporation that was formed on December 29, 2008. We currently conduct business under our corporate name and under the name Help-U-Sell® Real Estate. Our corporate offices and our administrative offices are located at 7856 N Glen Harbor Blvd., Glendale AZ 85307. Our agents for service of process are disclosed in Exhibit A.

Predecessors and Affiliates

Help-U-Sell, Inc. ("**HUS**"), a California business formed in 1976 and incorporated in 1978, developed the HELP-U-SELL Office concept. HUS' assets, including franchise assets, were acquired by S&S Acquisition Corporation ("**S&S**"), a New Jersey corporation, in January 1993. S&S was formed in September 1992 to acquire the assets of real estate franchise companies. The most recent address we have available for HUS and S&S is 102 West 500 South, Suite 600, Salt Lake City, Utah 84101. Realty Information Systems, Inc., (RIS) a Nevada corporation formed and incorporated in January of 1996, purchased the assets of the HELP-U-SELL Franchise System from S&S in February 1996. Realty Information Systems, Inc. filed Bankruptcy Chapter 11. (Case No. BK-N-08-50463-N-GWZ) Realty Information Systems, Inc. a Nevada corporation, Debtor, filed in the US Bankruptcy Court, District of Nevada, on March 28, 2008. Assets were sold by the court to Infinium Realty Group, Inc., on December 30, 2008. HUS, S&S and RIS may be considered our predecessors. We have no other predecessors or affiliates.

Our Business

We are in the business of franchising real estate offices, referred to in this Disclosure Document as "**HELP-U-SELL® Offices**" or "**Offices**," that are owned and operated by or which have on staff at least one licensed real estate broker. HELP-U-SELL® Offices operate with our distinctive business format, systems, methods, procedures, designs, layouts and specifications and our proprietary techniques for offering a choice of real estate transaction services at set-fee pricing ("**System**"). We franchise the operation of HELP-U-SELL® Offices under our trade and service mark "HELP-U-SELL" and other logos, trademarks, service marks and commercial symbols ("**Marks**").

The Franchise

Our Franchise Agreement ("**Franchise Agreement**"), attached hereto as Exhibit B to this Disclosure Document, is signed for each HELP-U-SELL Franchise purchased. As a franchisee, you will receive the right to use our Marks and System to operate your HELP-U-SELL® Office at a location approved by us ("**Office Location**").

HELP-U-SELL® Offices feature a choice of real estate transaction services that can be paid for by a client on a service-by-service basis, at set-fee pricing. Home owners and prospective home owners can obtain assistance in buying, selling, leasing or exchanging property by choosing from a variety of "a la carte" products and services offered, without having to pay the percentage commission based on the selling price of the real estate that is more traditionally charged by real estate agents.

Regulations

You or another authorized individual must hold a valid real estate broker license and you must comply with state law regulating real estate brokers and sales persons in the state(s) where you conduct business. You must also join and remain in good standing and comply with the codes and bylaws of the local, state, and national associations of REALTORS® and, where applicable, the local Multiple Listing Services. Your broker must comply with the requirements set forth in your state.. In addition, various federal laws could affect your real estate business such as the Real Estate Settlement and Procedures Act and Fair Housing Laws. You are responsible for complying with these applicable laws, rules and regulations, as well as with all local, state and federal laws of a more general nature which affect the operation of your Office. You should consult with your attorney on this subject, especially regarding state and local laws, rules and regulations that may affect the operation of your HELP-U-SELL® Office at your particular location. You are responsible for complying with employment, worker's compensation, insurance, corporate, taxing, licensing and similar laws and regulations.

Market and Competition

The market for brokerage services relating to the purchase, sale, exchange and leasing of commercial and residential real estate, is well established and highly competitive. Your clients will include individuals or businesses who are interested in quality real estate brokerage services at set fees. You will compete with national as well as regional real estate businesses operating under well-known and recognizable service marks as well as with independent real estate businesses. Your competitors will include traditional real estate offices offering a wide range of commission splits and other set fee real estate offices. You may even experience competition from other HELP-U-SELL® Offices.

Our Office Experience

HELP-U-SELL, our predecessor, began offering franchises in 1976. HUS, our predecessor, offered franchises from 1978 through 1992. S&S, also our predecessor, offered franchises from March 1993 to February 1996. RIS, our predecessor, offered franchises from 1996 through 2008, and we will be offering franchises in 2009. Neither we nor any of our predecessors have offered franchises in any other line of business, except S&S which purchased the National Real Estate Service franchise system and may have offered these franchises. We do not currently operate a business of the type to be operated by you.

ITEM 2

BUSINESS EXPERIENCE

President: Robert Stevens

Robert Stevens was the Director of International Development for Help-U-Sell® Real Estate from 2005 – 2010. He opened 41 Help-U-Sell® Franchise Offices in South Africa, Namibia, and the Philippines prior to returning to the United States in late 2008. He was appointed as Chief Operating Officer in October of 2010- late 2024. He was appointed President in November 2024-present.

Chief Executive Officer: Jack Bailey

Jack Bailey has been a Help-U-Sell® Real Estate Owner and Broker since 1988. Jack's office has consistently been in the top ten Help-U-Sell Offices, and he is a two-time winner of the Don Tayor award. Jack developed the Buyer Consultation Program and has been coaching other Help-U-Sell® Offices since 2009.

Chief Development Officer: James Dingman
James Dingman joined Help-U-Sell® Real Estate in 2004 after a long career in management and sales training at Century 21. He created Help-U-Sell University and worked with Jack Bailey on the Buyer Consultation Training Program. He is the Chief Development Officer, focused on Franchise onboarding and ongoing performance.

Chief Operations Officer: John Powell
From 1989-1992 John started Help-U-Sell Tucson Northwest office with a partner, the partnership broke up in 1992 and he started Help-U-Sell Casa Linda Realty. In 1992-2004 he started a new Help-U-Sell Casa Linda Realty office, and it peaked at 400 sides per year. He Sold in 2004 to concentrate on Arizona Region. In 1999-2009 John bought the region, Help-U-Sell Arizona Region, with 3 active offices and grew it to 47 offices by 2009. In 2009-2016 he took over the Help-U-Sell Galleria Realty office from a failing broker, he took the office from 0 production to approximately 90 transactions per year. In 2009-2024 John joined Help-U-Sell Corp. and worked in various Corporate positions as C.O.O. & C.D.O. supervising Franchise sales and Franchisee coaching. At the beginning of 2025 he started the Help-U-Sell Corporate Office In Tucson, AZ.

ITEM 3

LITIGATION

Concluded Litigation:

There is no litigation required be disclosed in this Item.

Governmental Actions

On January 31, 2018, we entered into a Settlement Order case number S-18-2367-18-CO01_with the State of Washington and paid $1,000 penalty, related to our unregistered sale of a franchise in Washington. The sale was a part of a 2016_transaction wherein we sold a franchise in Washington prior to being registered in Washington. We agree to not violate the act in the future.

Except as noted above, there is no other litigation concluded or pending be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

As described below in Item 7, you pay an initial franchise fee of $17,750. This is the sole initial fee charged by the franchisor and/or its affiliates before the business opens.

The initial franchise fee is paid when you submit the application and Franchise Agreement, in the amount indicated, in a lump sum. In some instances, we may finance a portion of the initial franchise fee.

If we do not approve your application, your initial Franchisee fee will be refunded within fifteen (15) business days following our receipt of your complete application.

You are also responsible for any fees that the applicable local MLS charges to list properties of your clients on the website, including IDX-VOW. See Item 11 of this Disclosure Document for more information on the software.

Any converting real estate office or individual agent or broker that generated $750,000 or more in gross closing income ("**GCI**") during the present or previous year and in our estimation will continue to do so, and otherwise meets our requirements may be exempt from paying the initial franchise fee. To qualify for this exemption, you must submit to us evidence sufficient for us to determine, at our sole discretion, that you generated $750,000 in GCI. We may require you to provide a reviewed or audited financial statement, tax returns, your independent contractors' agreement with your current broker and other evidence.

Except as set forth above, we do not refund initial franchise fees, once paid, under any circumstances.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalties[1,4,5]	Each calendar year, 6% of total Gross Revenue.	Payable at the close of each transaction.	"Gross Revenue" means the aggregate amount of revenue, income, receipts, commissions, consultation fees, and revenue or fees earned, derived and/or received in any manner and whether in cash or its equivalent, notes, property, in kind, barter/exchange (calculated as full retail value) or otherwise by You from the operations of the Help-U-Sell® Office or services rendered in connection therewith. Gross Revenue may come from, but is not limited to, the following: (1) all transactions involving the purchase, sale, lease, rental, hypothecation, license, exchange, or other transfer or disposition of any interest in real estate; (2) all other transactions for which a real estate license is required; (3) transactions in which the Trademarks, the Trade Name, or the System is used; (4) the sale of any products or services We developed or made available; (5) property management services; (6) loan brokerage activities; (7) escrow services, (8) title services, (9) insurance services; or (10) for-sale-by-owner kits or other retail products revenue, (11) referral fees or (12) other services from Your Help-U-Sell® Office. However, Broker Price Opinions (BPOs) are exempt from Gross Revenue. You will direct the escrow company, attorney or other party handling the closing of any transaction in which a fee is to be paid, to pay the Royalties directly to us. We will provide third party assignment forms for direct Royalty payments to us. Upon 30 days' notice to you, we reserve the right to require you to pay this fee by electronic funds transfer or other means we may designate. The Royalties may vary for renewing franchisees based on rights set forth in their current franchise agreement.

Type of Fee	Amount	Due Date	Remarks
Administrative Fee [1,4,5]	$250.00, payable monthly.	The administrative fee is paid monthly by the 5th day of the next month.	The Administrative Fee will be subject to the same interest and late charges as the Royalties, in an amount and manner set forth above. The Administrative Fee will be used to pay and offset costs associated with operations. The Administrative Fee shall be increased beginning on the first anniversary of this Amendment and on each anniversary thereafter by five percent (5%) or the Consumer Price Index for all Urban Consumers (CPI-U), whichever is greater. We reserve the right to charge the credit card which we have on file for you, if the Administrative Fee is not paid by the 10th of the month for which it is due. We further reserve the right to revise, amend, terminate or change the Administrative Fee upon 30 days written notice to You.
Local Advertising Allocation[2]	The greater of 5% of monthly gross commission income or 10% of your total operating expenses.	As incurred	**This is not paid to us, but this is retained by you for advertising your Office.**
Interest and Late Fee[1]	$25 late charge, plus the lesser of 1.5% per month or highest rate of interest allowed by law.	Interest on demand; late fee automatically assessed.	Begins to accrue ten days after payments for Royalties and Administrative Fee are due to us.
Payments for Items Supplied by Us[1, 3]	Current published prices.	As arranged	We or our affiliates charge you for items you purchase through us or our affiliates.
Inspection and Audit[1]	Minimum – copying and mailing costs for a remote audit; Maximum – if you understated your Gross Revenue by more than 5%, you will be responsible for the cost of the auditor, ($800 per day), travel/accommodation expense of auditor (varies as to your proximity to Franchisor's headquarters location) and the cost of the unreported amounts due.	As incurred	You reimburse us only if you have understated Gross Revenue by 5%, or more, do not submit reports to us or do not cooperate in performance of the inspection and audit. You may also incur copying and mailing costs for a remote audit.
Transfer Fee[1]	$2,000	Before transfer occurs	Payable when the Franchise Agreement or other interest in the Office or franchise is transferred by you, except in the case of a transfer by you to a corporation which you control or to a transfer to an immediate family member.
Renewal[1]	$2,000	When you sign our then current Franchise Agreement.	Payable if you opt for and qualify for a successor franchise at the end of the initial term.
Release or Termination for Cause[1]	$5,000 plus our cost of enforcement, if necessary	With release or after termination	Payable if your franchise agreement is ended by mutual release or termination for cause prior to the expiration of the franchise agreement.

Type of Fee	Amount	Due Date	Remarks
Additional Help-U-Sell® Training[1] and "Help-U-Sell® SmartBuy Buyer Program℠" training	$50/hr. plus cost of travel and/or accommodation.	As incurred, before training and with every renewal, if required.	Payable for Help-U-Sell® training and "Help-U-Sell® SmartBuy Buyer Program℠" training, if required at time of renewal, and additional training, including the training of additional or replacement Principal Owners. See Item 11.
Additional Assistance[1]	$50/hr. plus cost of travel and/or accommodation.	As incurred before assistance.	Payable only if you request additional assistance.
Costs and Attorneys' Fees[1]	Will vary depending on circumstances.	As incurred	Payable only if you fail to comply with the Franchise Agreement.
Indemnification[1]	Will vary depending on circumstances.	As incurred	You have to reimburse us if we are held liable for claims arising from your Office operations.
Insurance Premiums[2]	Will vary depending on circumstances.	As incurred	If you do not pay your premiums, although we do not have to do so, we can pay them for you and you must reimburse us.
Cost of Testing and Investigation[1]	$50/hr.	As incurred	You have to reimburse us for any and all reasonable costs we incur in investigating and determining whether any previously unapproved items or suppliers that you desire to use meet our standards and specifications.
Quality Initiative Programs[1]	$150-$300	As incurred	You must participate in quality initiative programs we sponsor and pay the costs of participation. The quality initiative programs are to determine the level of consumer satisfaction with the HELP-U-SELL® System and may include customer and market surveys you conduct.
Additional Programs and Instruction[1]	No charge	N/A	We may offer programs and related instruction to augment your business. These additional programs may include loan origination, referral program, property management, mortgage brokering, regional magazines, and other programs related to the real estate industry.
Liquidated Damages[1]	$5000 plus our cost of enforcement, if necessary	When conditions are met.	Payable if you fail to return to us or provide proof of destruction of all copies of the Policy Manual – both electronic and hard copies - after termination, expiration or non-renewal of the franchise agreement; or if you fail to assign your telephone number(s), telephone directory listing(s) (web-based and hard copy), email address(es) and domain name(s) using the Marks within 10 days after termination, expiration, or non-renewal of the franchise agreement.

1 Fees and charges which are imposed by and payable to us. All of these fees and charges are nonrefundable.

2 Fees which are not paid to us and are not refundable.

3 If you are not consistently timely in your payments for items supplied by us, we may make you pay on a C.O.D. basis.

4 Any existing business that converts to a HELP-U-SELL® Office does not pay Royalties on revenues earned from existing transactions that are under a sales contract (property that is sold, but not including listing contract or buyer-agency agreement or contract) at the time you purchase the Help-U-Sell® franchise. You must complete Exhibit IV to the Franchise Agreement, the "**Prior Transaction Exclusion List**", and submit it at the time you execute

your Franchise Agreement, or the existing transactions will not be recognized and you will not be exempt from paying the Royalties on these existing transactions.

[5] If you obtain our prior written consent to operate a non-competitive business which offers mortgage, property insurance, property management, title, escrow, real estate inspection or appraisal services, magazine or online advertising, for sale by owner kits, or any similar products or services ("**Other Real Estate Business**") and comply with our requirements to prevent any association between this business and your HELP-U-SELL® Office, you may be exempt from paying Royalties based on revenues from this business. If we authorize franchisees to offer and sell any of these products or services through their HELP-U-SELL® Offices, we reserve the right to require you to commence paying Royalties based on revenues from these products and services. See Item 16.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$17,750	Lump Sum/or if approved by Us, a partial payment with the balance due converted to a non-secured Promissory Note.	On signing Franchise Agreement	Us
Lease Costs and Leasehold Improvements (See Note 1)	$0 - $10,000	As Agreed	As Incurred	Outside Suppliers
Initial Marketing Campaign, Forms and Stationery (See Note 2)	$500 - $3,000	As Agreed	As Incurred	Outside Suppliers
Office Equipment Furnishings and Computer Hardware and Software (See Note 3)	$1,000 - $8,000	As Agreed	As Incurred	Outside Suppliers
Signs (See Note 4)	$0 - $5,000	As Agreed	As Incurred	Outside Suppliers
Initial Training - Travel & Living Expenses (See Note 5)	$0	As Agreed	As Incurred	Third Parties
Legal and Accounting Fees (See Note 6)	$500 - $2,500	As Agreed	As Incurred	Third Parties
Licenses, Dues and Deposits (See Note 7)	$1,200 - $2,400	Cash	As Incurred	Third Parties
Insurance Premiums (See Note 8)	$1,200 - $2,500	As Agreed	As Incurred	Third Parties
Target Marketing (3 Months)	$4,500 - $9,000	As Agreed	As Incurred	Third Parties
Additional Funds (3 Months) (See Note 9)	$3,000 - $7,500	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (See Note 10)	$29,650 - $67,650			

Explanatory Notes

Note 1: Lease Costs and Leasehold Improvements. If you do not already own or lease a suitable location for the Office, then you will need to purchase or lease suitable facilities accessible by the public. The cost per square foot of suitable office space varies considerably depending on location and market conditions affecting the property. If you elect to purchase the property for your Office, we are unable to estimate the cost per square foot of suitable space due to significant variances based on location and market conditions. Therefore, property purchase is not included in the above chart. The leasehold improvements which you may make include minor interior remodeling, floor covering, wall covering, painting and lighting. Many of these improvements are made by the landlord under a tenant finish allowance or are factored into your lease. The lease costs include one month's rent, plus an initial lease deposit of one month's rent. The low estimate assumes that you are converting an existing business and already have the necessary leasehold improvements in place.

Note 2: Initial Marketing Campaign, Forms and Stationery. You must purchase various supplies necessary to operate the Office, including stationery, forms and similar items. Your initial marketing campaign expenses will vary according to the size of your market area, local advertising costs and your marketing decisions.

Note 3: Office Equipment, Furnishings and Computer Hardware and Software. You must purchase or lease a computer system and software, facsimile machine, copier, and phone system. Necessary office furnishings include desks, chairs, file cabinets, and reception area furniture. The low estimate assumes that you are converting an existing business and already have the necessary equipment and furnishings. See Item 11 for the computer hardware and software specifications.

Note 4: Signs. In certain circumstances, local zoning regulations may not allow you to use an exterior sign for the HELP-U-SELL® Office.

Note 5: Initial Training. Training is offered on line with our University Training Program as well as our weekly teleconferencing. See Items 6 and 11.

Note 6: Legal and Accounting Fees. You may incur legal and accounting costs relating to your business organization and legal costs related to the review of our franchise offering.

Note 7: Licenses, Dues and Deposits. You or your Principal Owner or another person designated by you and approved by us must be a licensed real estate broker. The cost and time required for obtaining and maintaining such a license varies widely from state to state. You must also join and remain a member in good standing of the local, state and national REALTOR® associations and the local Multiple Listing Service. You may also be required to pay utility deposits.

Note 8: Insurance Premiums. Estimated cost for all required insurance, including errors and omissions coverage.

Note 9: Additional Funds. This is an estimate of your pre-operational expenses, which we have not listed above, as well as additional funds necessary for the first three months of your Office operations. You may need additional working capital beyond the three month period. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the Office. Your costs depend on factors such as: how much you follow our methods and procedures; your sales and recruiting skill, experience and business acumen; local economic conditions; credit terms available to you based on your credit rating; the local market for our services; the prevailing wage rate; and competition. This item includes a variety of expenses and working capital items during your start-up phase such as: the cost of supplies, employee salaries, rent and other miscellaneous costs. However, this item excludes your salary.

Note 10: **Basis for Estimates, Financing.** We relied on the years of experience in the real estate brokerage business of our Chief Operating Officer and Chief Development Officer to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We may offer financing for a portion of the initial investment. See Item 10. The availability and terms of financing from third parties will depend on such factors as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Operations

You must establish, maintain and operate your Office in compliance with the Franchise Agreement and the standards and specifications contained in an Policy Manual we provide to you as one or more manuals, technical bulletins or other written materials ("**Policy Manual**"), which we may modify. We provide you with our mandatory standards and specifications for the establishment and operation of a real estate brokerage office and related products and services offered through your Office and for the signs, computer hardware and software, office equipment and furniture, fixtures, insurance, supplies, advertising materials, sales requirements, public relations, promotional programs, techniques, service requirements, forms and other items used in your Office.

POS Systems

Each of our franchisees must use sales, administrative, accounting and website tools software that has capabilities that meet our standards and specifications. You must purchase or lease computer equipment meeting our specifications (together with the software, referred to as "**Computer System**"). We reserve the right to develop and own proprietary software and license it to you. We reserve the right to derive revenue from Computer System license and maintenance fees, if and when we develop our own proprietary software for use in Offices. See also Items 7 and 11.

Purchases from Designated or Approved Sources

In addition to the requirements listed in this Item, you may purchase or lease the rest of the equipment, furniture, supplies, and services used, sold or leased through your HELP-U-SELL® Office from suppliers approved by us, or you may purchase, lease, sell or use equipment, furniture, supplies and services meeting our standards and specifications from any source approved by us in advance. On or before your commencement of our initial training program, we will make available to you a list of our approved suppliers, the standards and specifications for items to be used, sold or leased by you through your HELP-U-SELL® Office, as well as our criteria for approving a supplier.

While we may or may not be currently affiliated with any approved suppliers, we and our affiliates reserve the right to sell equipment, furniture, supplies and services to franchisees and to derive revenue from such sales. In the previous fiscal year, we did not receive revenue from the sale or lease of products and services directly from us to franchisees. We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, may range from 70% to 85% of the total cost of establishing a HELP-U-SELL® Office and approximately 30% to 40% of the total cost of operating a HELP-U-SELL® Office after that time.

For equipment, furniture, supplies or services for which we have standards or specifications or for which we designate a supplier, if you want to purchase or lease any equipment, furniture, supplies or services we have not approved, or purchase or lease these items from a supplier who we have not approved, you will need to notify us and obtain our approval in advance. We will not unreasonably withhold our approval of a supplier of your choosing, if the supplier meets our published standards and specifications. We reserve the right to change the published standards regarding any approved supplier or any equipment, furniture, supplies, or services used, offered for sale or leased by franchisees upon 30 days written notice to all franchisees and all approved suppliers.

We do not provide material benefits, such as renewals or granting additional franchises, based on your use of designated or approved sources or suppliers.

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

Advertising and Marketing

All marketing and promotion of your HELP-U-SELL® Office must conform to our standards and specifications. You must submit to us samples of all advertising and promotional materials that have not been prepared or previously approved by us. You must participate in any internet or electronic advertising sponsored by us and must use the website and Internet software tools we designate. You must participate in our current Internet marketing program which utilizes our OMS software programs. As long as we provide and host a template website for your listing inventory, you must use our website. If we no longer host a website, you may choose to develop your own website. It must conform to our specifications and you must first have written approval from us.

Insurance

You must procure and maintain (i) automobile liability insurance covering all employees of the HELP-U-SELL Office with authority to operate a motor vehicle in an amount not less than any statutorily imposed minimum coverage; (ii) unemployment and worker's compensation insurance with a broad form all-states endorsement coverage; (iii) general liability insurance covering the Office in an amount not less than $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage; and (iv) errors and omissions coverage on a per property sale basis in the minimum amount of $500,000. All insurance policies must be issued by insurance carriers acceptable to us and must maintain a maximum deductible of $1,000 ($5,000 for errors and omissions insurance). If you fail to purchase this insurance, we may demand that you cease operations or obtain insurance for you and you must reimburse us for the cost of the insurance. All insurance policies must name us as an additional insured and give us at least 30 days prior written notice of termination, amendment or cancellation. You also must provide us with certificates of insurance evidencing your insurance coverage before the opening of your HELP-U-SELL® Office. You must annually furnish us with copies of all required insurance policies or other evidence of the renewal or extension of each required insurance policy. We reserve the right to require you to change the type of insurance you are required to maintain and upon 60 days prior written notice to you to revise the required coverage limits.

Purchasing Arrangements

We have no purchasing or distribution cooperatives at the current time. We may negotiate purchase arrangements with suppliers for the benefit of our franchisees. However, you should not rely on the continued availability of any particular pricing or distribution arrangement, or the availability of any particular product or brand, in deciding whether to purchase the franchise. We and our affiliates retain the right to receive payments from suppliers on account of their dealings with you and other franchisees. During the previous fiscal year, however, we and our affiliates did not receive any payments from suppliers as a result of your purchases.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in this Agreement and in other items of this Disclosure Document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 3.1 and 5.1	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 5.2, 5.3 and 5.4	Item 8
(c) Site development and other pre-opening requirements	Section 5	Items 6, 7 and 11
(d) Initial and ongoing training	Section 6	Item 11
(e) Opening	Section 5.6	Item 11
(f) Fees	Sections 4.1, 6.3, 6.5, 9.1(c)(d), 9.2, 10.3, 12.3, 15.4, 17.2 (f, h, j) and 18.2, 18.3 (d), 19.3, and Sections 11 and 16	Items 5, 6 and 7
(g) Compliance with standards and policies/ Policy Manual	Sections 8 and 12	Items 8, 11 and 14
(h) Marks and proprietary information	Section 14 and Sections 21.2 and 21.6	Items 13 and 14
(i) Restrictions on products/services offered	Sections 2.2, 10.1.q, 12.5 and 13.1	Items 8, 11 and 16
(j) Warranty and client service requirements	Section 10.1	Item 12
(k) Territorial development and sales quotas	None	N/A
(l) On-going product/service purchases	Sections 2.2 and 12.5	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections 10.1.j and 12.1	Item 11
(n) Insurance	Section 22.1 and 22.2	Item 8
(o) Advertising	Section 16	Item 11
(p) Indemnification	Section 20.3	Item 6
(q) Owner's participation/management/staffing	Sections 6.1, 10.1 (c, g-i)	Items 11 and 15
(r) Records/reports	Section 15	Item 6
(s) Inspections/audits	Sections 12.3, 12.4 and 15.4	Item 6
(t) Transfer	Section 17	Item 17
(u) Renewal	Sections 18.2, 18.3, 18.4 and 18.5	Item 17
(v) Post-termination obligations	Section 19.2, 19.3	Item 17
(w) Non-competition covenants	Section 13.2 and Section 21	Item 17
(x) Dispute resolution	Sections 23.1 and 23.2	Item 17
(y) Personal guarantee of officers/directors/owners	Section 17.5, Exhibit II, Exhibit III-1 & Joinder	Item 15

ITEM 10

FINANCING

We may offer direct financing. However, we do not guarantee your notes, leases or other obligations. Franchisor, its subsidiaries, affiliates; parent will comply with all appropriate laws governing any direct financing offered by us to you.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Infinium Realty Group, Inc. is not required to provide you with any assistance.

Assistance Before Opening

Before you open your Office, we will:

1. Provide our initial training program for you and up to one other owner at our offices in Sarasota, Florida, or at another location we designate. (Sections 6.1 and 7.1.a, Franchise Agreement) Before Franchisee(s) may attend Help-U-Sell® Training, the following items must be received by Franchisor no later than fifteen (15) days preceding first day of scheduled training: 1) Signed Franchise Agreement; 2) Cashier's Check for Franchise Fee; 3) Complete Market Analysis, including Marketing Plan and Budgets; and 4) Help-U-Sell® Training Registration form. Confirmation of registration will be forwarded as space becomes available (Section 6.1, Franchise Agreement).

2. At your request, assist you in locating the site for your HELP-U-SELL® Office by providing you with written criteria for an acceptable site. You must locate and obtain our approval of the Office location within 6 months of the effective date of your Franchise Agreement No contractual limit exists on the time it takes us to approve or disapprove your proposed location. However, we typically take no more than 30 days to approve or disapprove your proposed location, and we will extend your development deadlines when circumstances beyond your reasonable control delay the site selection and approval process (Sections 5.1 and 7.1 (b and c), Franchise Agreement.)

3. Provide advice regarding leasehold improvements, design, layout, signs, décor, office equipment, computer hardware and software, and furnishings. We must approve your construction plans and specifications before construction begins. You are responsible for the cost of any architectural designs and drawings that you obtain and the cost of construction. (Section 7.1 (b and c), Franchise Agreement)

4. Provide you with advice regarding the selection of suppliers of items, supplies, equipment and services used in connection with your HELP-U-SELL® Office. We will provide you with a list of approved suppliers, if any, of such items and, if available, a description of any national or central purchase and supply agreements offered by such approved suppliers for the benefit of HELP-U-SELL® Franchisees. (Section 7.1.b, Franchise Agreement)

5. Loan you one copy of our confidential and proprietary Policy Manual, covering the specifications, standards and operating techniques of the Office and all updates and revisions thereto. (Sections 7.1.d, 8.1, 8.2, and 8.3, Franchise Agreement)

6. Provide you with advertising aids and master copies, master operational forms and other sales documents and tools. (Section 7.1.e, Franchise Agreement)

7. Provide you access to our Office Management System (OMS). These software programs may be changed, abandoned or substituted by us at any time. (Section 7.1.f, Franchise Agreement)

Ongoing Assistance

During your operation of the Office, we will:

1. At your reasonable request, consult with you regarding the continued operation and management of your HELP-U-SELL® Office and advise you regarding services, sales and marketing techniques, office operations and similar topics. (Section 9.1.a, Franchise Agreement)

2. Provide you with on-going updates of information and programs regarding the HELP-U-SELL® Office and related System. (Section 9.1.b, Franchise Agreement)

3. Train replacement or additional Principal Owners during the term of the Franchise Agreement. You are responsible for all travel and living expenses incurred by your personnel during the training program. The availability of the training program to replacement or additional personnel is subject to prior commitments to new HELP-U-SELL® Franchisees and must be scheduled on a space-available basis. (Section 9.1.c, Franchise Agreement)

4. Provide you access to advertising and promotional materials that we may but are not required to develop. We may, at our option, pass the cost of the advertising and promotional materials on to you. (Section 9.1.d, Franchise Agreement)

5. At your expense, we may offer on-going training programs for you and potentially your Designated Broker and Associates, at such times as we may determine (Section 9.1.e, Franchise Agreement). At the time of renewal of your Franchise Agreement, a renewal fee, Help-U-Sell® training, and "Help-U-Sell® SmartBuy Buyer Program℠" training may be required, subject to the provisions listed in Item 3 above (Section 9.1.c and .e, Franchise Agreement).

Advertising and Promotion.

Initial Advertising and Follow-up Local Advertising. IRG and you will decide upon an initial advertising and promotional campaign, to be conducted at or around the time your Office opens and you begin soliciting clients for your Office. Within 30 days of completion of the initial advertising and promotion campaign, you must submit to us a summary of campaign expenditures. In addition to the monies spent upon the initial advertising and promotional campaign, we recommend you spend a minimum each month on local marketing and advertising. This amount is either 5% of your monthly Gross Commission Income (GCI) or 10% of your total operating expenses (including marketing), whichever is greater.

Regional Advertising Association. We may, upon 30 days written notice to you, create a regional advertising association ("**Association**") in the market area where you are located, at which time you must become a member of the Association. If we form an Association, you will be bound by the decisions of the majority of the members of the Association regarding expenditures, assessments and dues, to the extent we approve them. Subject to our approval, each Association has the right, by majority vote, to require its members to make additional contributions to the Association on a regular or intermittent basis. If you fail to participate in the Association or pay any Association dues, you breach the Franchise Agreement.

We must approve all advertising materials before they are used by an Association or furnished to its members. Each Association must prepare unaudited annual financial statements and send them to you if you request them. We have the right to determine the scope of the geographical areas included in each Association. We can form, change and dissolve the Association. Each Association would operate under a written document which franchisees can view. Either IRG or the Association may create the Association's advertising, but advertising created by the Association would be required to have our written approval before use.

Policy Manual

Attached to this Disclosure Document as Exhibit F is the table of contents of our Policy Manual ("**Policy Manual**") which we loan to you. The total number of pages is approximately 281.

Computer System

You must purchase or lease computer equipment and utilize software, including online software ("**Computer System**"), which must have capabilities that are in accordance with our standards and specifications. The Computer System will give you access to operational and reporting software and allows you to update your property listing information and develop related reports by independent access. There is no contractual limitation on our right to receive information through your Computer System. If and when we develop our own proprietary software for the Offices, we reserve the right to require that you purchase our proprietary software package.

Our Office management System (OMS) is built to run on the latest internet browsers. It is generally most compatible with the latest version of free internet browner Google Chrome, and the latest versions of Microsoft Edge, Firefox and Safari, although we cannot guarantee same performance or results. You need an internet connection to access our OMS and suggest you use Wifi, Broadband cable or DSL, etc. 1 GB RAM, an Intel Pentium 4 processor or the later that is SSE2 capable. Ensure you use a current and supported version of Windows or MacOS, currently Windows 7, Windows 8.1, and Windows 10.

Depending on the computer manufacturer and any options/extras you may decide to purchase, the costs associated with purchasing a computer system will vary. We have no contractual obligation to assist you in obtaining the required software. You may license the IDX-VOW software, implementing the National Association of REALTORS® standards relating to the display of MLS property listings on websites. Depending on your location, the cost associated with IDX-VOW software and MLS membership/access will vary. We may require that you name IRG or our partners as the website service provider for same said IDX-VOW software.

You must join and pay for an electronic (high speed) network connection service to facilitate communication between you and IRG and among our franchisees and to facilitate access to our website and any online software and tools which we may make available to you. Depending on your location, the cost of such connection will vary.

We may require you to purchase, install and implement updates and revisions to the Computer System. No contractual limitation exists on the frequency and cost of this obligation.

Site Selection Assistance.

You will select and acquire the location for your HELP-U-SELL® Office. When you have selected a location for your HELP-U-SELL® Office you must submit information to us regarding the location so that we may accept or reject the proposed location. Our assistance with the selection and approval of a location consists of providing you with criteria for a satisfactory HELP-U-SELL® Office location and, later, a determination as to whether the location fulfills the requisite criteria. The following factors are considered by us when we review a proposed location: demographics, pictures of the site and similar factors. Our acceptance of a location does not infer or guarantee the success or profitability of an approved location.

Schedule for Opening

We estimate that the typical length of time between the date you sign the Franchise Agreement and the date your HELP-U-SELL® Real Estate Business and Office opens will be approximately two to three months but you have up until 6 months from the effective date of your agreement to secure a location accessible to the public. The factors which may affect this time period are your ability to locate a site and obtain a lease, as well as the extent to which an existing location must be upgraded or remodeled, the delivery schedule for equipment, furniture and supplies, and completing your training.

Additional Training Information

We or our designee will provide an initial training program which will be conducted at our offices in Sarasota, Florida or at an alternative location designated by us. We offer you the initial training program within a reasonable amount of time after you sign the Franchise Agreement. We schedule our initial training program as often as necessary. We provide you with written manuals for use in conjunction with the initial training. We may waive all or a portion of the training program, if you or your Principal Owner have sufficient prior experience or training, in our sole determination.

We or our designee may provide a "Help-U-Sell® SmartBuy Buyer Program℠" training which will be conducted at a location designated by us.

Two individuals who are owners are eligible to participate in our initial training program without charge of a tuition or fee. You must pay any and all transportation and living expenses which are incurred in connection with attendance at this and any other training program. At least one individual who will be responsible for the daily management of the Office must successfully complete the initial training program. We will make the initial training program available to replacement or additional Principal Owners during the term of the Franchise Agreement. We charge a fee, commensurate with our then current published prices, for such training, payable in advance, and you must pay all travel and living expenses which are incurred by your personnel when they attend our training program. The availability of the training program to replacement or additional Principal Owners will be subject to prior commitments to new HELP-U-SELL® franchisees and is scheduled on a space available basis.

Training at the time of renewal of your Franchise Agreement may include both Help-U-Sell® training and "Help-U-Sell® SmartBuy Program℠" training. At our discretion, these trainings will be required within 180 days of your renewal, or within the time frame stipulated in your Renewal Amendment, if different.

We may occasionally present seminars, retreats, conventions, rallies, continuing development programs or conduct meetings for your benefit. You or your Principal Owner must attend certain retreats, seminars (i.e. technology updates), conventions, rallies, programs or meetings offered by us during the term of your Franchise Agreement, when we announce them as being mandatory, however, no more than two (2) times per year with a duration not to exceed three (3) days. Generally, we shall endeavor to hold identical retreats, seminars, conventions, rallies, programs or meetings on the West Coast and the East Coast of the United States. Your costs for attending any mandatory gatherings will vary as to your location and which site you choose for attendance. If there are deficiencies in your Office, we may require that you attend remedial training sessions at your expense. The costs associated with such remedial training will vary as to your geographic location. We reserve the right to charge a tuition or fee, at the then current published rates, and, in each instance, you will be responsible for all travel and living expenses which are associated with attendance at such national, regional and local programs.

Training will be conducted after you have signed a Franchise Agreement. We provide the following initial training to franchisees:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM AND/OR ON-LINE TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Specifications, Standards, Operating Procedures	10 - 15	Varies according to individual office needs	Corporate Headquarters or other location
Equipment, Signs, and Materials For Starting and	2	Varies according to individual office needs	Corporate Headquarters or other location
Operating and Management Procedures	3	Varies according to individual office needs	Corporate Headquarters or other location
Bookkeeping and Accounting	2	Varies according to individual office needs	Corporate Headquarters or other location
Use of Computer Systems	2 - 4	Varies according to individual office needs	Corporate Headquarters or other location
Product Knowledge	2 - 4	Varies according to individual office needs	Corporate Headquarters or other location
Sales Training	5	Varies according to individual office needs	Corporate Headquarters or other location
Financing and Loan Origination	2 - 4	Varies according to individual office needs	Corporate Headquarters or other location
Marketing Training	4	Varies according to individual office needs	Corporate Headquarters or other location
"Help-U-Sell® SmartBuy Buyer Program℠" Training	2 - 4	Varies according to individual office needs	Corporate Headquarters or other location

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You must operate your Office and use the Marks and the System only at the Office Location that has been approved by us. If, as of the date of execution of your Franchise Agreement, you do not have the Office Location chosen and approved by us, we will designate, by Addendum to the Franchise Agreement, a "**Target Area**" within which to find an Office Location. The designation of the Target Area does not in any manner grant to you any continuing territorial rights in or to such Target Area.

We will not establish and operate, or franchise anyone else to establish and operate, other HELP-U-SELL® Office locations within a designated distance from your Office Location ("**Assigned Area**"). An exhibit to your Franchise Agreement specifies your Assigned Area. Your Assigned Area is typically a one-mile radius from your Office Location, although the radius may be more or less depending on the demographics in your area (e.g., high density metropolitan areas). You may not change the location of your Office or the boundaries of your Assigned Area without our written consent before making the change. You have no option, right of first refusal or similar contractual right to acquire additional HELP-U-SELL® Franchises.

The establishment and operation of your Office and our agreement not to place another HELP-U-SELL® Office within your Assigned Area, does not grant you the right to any particular market or clients. Except as otherwise provided in this Item 12, you are free to market your services to and represent real estate clients located in any geographic area, subject to restrictions resulting from real estate licensing requirements, just as company and affiliate-owned Offices and our other franchisees are free to market their services to, and represent real estate clients located in any geographic area, including to real estate clients within your Assigned Area.

The continuation of your right to operate your Office during the term of the Franchise Agreement is not dependent on the achievement of any specified sales volume, market penetration or similar contingency.

We retain the rights, among others: (1) to use and to license others to use, the Marks and System in connection with the operation of a HELP-U-SELL® Office, at any location other than a HELP-U-SELL® Office located in your Assigned Area; (2) to use the Marks to identify any type of products and services, promotional and marketing efforts or related items, and to identify services and products similar to those which you sell, but made available through alternative channels of distribution (other than HELP-U-SELL® Offices), at any location, within or outside the Assigned Area, including, but not limited to, by way of the Internet or through participation in closings for clients wherever located; and (3) to use and license the use of different proprietary marks or methods in connection with the sale of products and services similar to those which you sell, whether in alternative channels of distribution or through the operation of businesses providing brokerage services for the purchase, sale, exchange and leasing of commercial and residential real estate which are the same as, or similar to, or different from HELP-U-SELL® Offices, at any location, and on any terms and conditions as we determine. We have no present plans to establish other related franchises or company-owned businesses selling similar products or services under a different name or trademark, although, as just stated, we reserve the right to do so.

ITEM 13

TRADEMARKS

We license to you the non-exclusive right to use the Marks, including the service mark HELP-U-SELL®, and other trademarks, service marks and commercial symbols that we may authorize, in the operation of your Office.

We registered the following trademarks with the United States Patent and Trademark Office.

TRADEMARKS

Marks	Date of Registration	Registration No.
HELP-U-SELL (Principal Register)	January 6, 1987	1424239
HELP-U-SELL and design (Principal Register)	May 12, 1992	1686667
CYBERASSISTANT (Principal Register)	November 3, 1998	2202145
FOR SALE WITH OWNER (Supplemental Register)	February 23, 1999	2226851
HELP-U-SAVE (Principal Register)	September 21, 1999	2279894
FOR SALE WITH OWNER	December 14, 1999	2300999
HELP-U-SELL REAL ESTATE	February 14, 2006	3058738
FULL SERVICE. BIG SAVINGS. THE EXPERTS NEXT DOOR.	August 15, 2006	3128815
PLATINUM EDGE (Principal Register)	March 31, 2009	3599281
PLATINUM EDGE	May 27, 2008	3883231
HUS	February 12, 2018	87794267

We have filed all required affidavits and renewals of registration.

The Marks are used as identification of a HELP-U-SELL® Office. We require that you identify yourself as an independent owner of an Office, however, in the manner as we may designate. You may not use any Marks or a variant of the Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you), or in any modified form, nor may you use any Marks or a variant of the Marks to identify unauthorized services or products or in any other manner not expressly authorized in writing by us. You must have our written approval to use our Marks on any web page or as part of a domain name. Except as permitted in the Policy Manual, you may not use any of the Marks or a variant of the Marks as part of an electronic mail address or on any sites on the Internet or World Wide Web and you may not use or register any of the Marks or a variant of the Marks as a domain name on the Internet. You must modify or discontinue your use of a Mark if we modify or discontinue it, at your own expense.

There are no presently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. Except as set forth above, no agreements limit our right to use or license the use of the Marks. We are aware that the name "Help-U-Sell®" is registered as either a trade name or corporate name by unrelated third parties in Colorado Springs, Colorado, Rockland County, New York and New Hampshire. We do not know of any superior or prior rights or infringing users that could materially affect your use of the Marks in any state.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks. We are not contractually obligated by the Franchise Agreement to protect you against claims of infringement or unfair competition with respect to your use of the Marks, but it is our policy to do so when, in the opinion of our legal counsel, your right to use the Marks requires protection. In such a case, we will pay all costs, including attorneys' fees and court costs, associated with any litigation required to defend or protect your authorized use of the Marks. You must cooperate with us in any such litigation. We have the right to control exclusively any litigation, United States Patent and Trademark Office proceeding or any other administrative proceeding arising out of any infringement, challenge or claim relating to any Mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or copyright registrations which are material to the franchise. Although we have not obtained a copyright registration, we or our affiliates own the copyright in our Policy Manual, training and advertising materials and other works.

We consider our Policy Manual and related materials, training materials, our System and any software that we may in the future develop as our proprietary and confidential property. You may use the Policy Manual only as described in the Franchise Agreement. We require that you maintain the confidentiality of our proprietary information and adopt reasonable procedures to prevent unauthorized disclosure of our trade secrets and proprietary information.

The information you receive from us is highly confidential and proprietary to us. This information is available to you only because of (i) the franchisor-franchisee relationship; (ii) your binding agreement to maintain its confidentiality; and (iii) your obligation to return it to us upon request or termination or expiration of your franchise. You also agree to refrain from divulging the information received from us to any person other than your approved employees who have executed a confidentiality agreement.

You must also: (1) strictly adhere to all our security procedures we prescribe for maintaining the secrecy of this information; (2) disclose this information to your employees only to the extent necessary to operate your Office; (3) not use this information in any other business or in any manner we have not specifically authorized or approved in writing; and (4) make every effort to maintain the absolute confidentiality of all information during and after the term of the Franchise Agreement.

Your employees or agents must execute a confidentiality and noncompetition agreement we approve before they can use our system or have access to confidential information. See Item 15. The original executed version of each agreement must be forwarded to us immediately after it is executed.

All ideas, concepts, techniques, or materials concerning a HELP-U-SELL® Office, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property, part of the HELP-U-SELL® System, and "works made-for-hire" for us. You must assign ownership of and all related rights to that item to us and must sign whatever assignment or other documents we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or your Principal Owner) are obligated to participate personally in the direct operation of the Office. If you are a corporation, limited liability company or partnership, we require that your Principal Owner own an equity interest in such entity. You or, if applicable, the Principal Owner, are required to successfully complete our mandatory initial training program.

You are also required to designate an individual who must hold the real estate brokerage license for the HELP-U-SELL® Office (the "**Designated Broker**"). The Designated Broker may be either you or the Principal Owner or a third party approved in writing by us. You are required to obtain our prior written approval of any replacement Designated Broker.

If you are a corporation, limited liability company or partnership, your Principal Owner, and each of your officers, directors, shareholders or members (and, if you are an individual, immediate family members) must execute our standard Nondisclosure and Noncompetition Agreement, a copy of which is attached to this Disclosure Document as Exhibit C. Other than the above and as set forth in Item 14, we make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees.

Each of your officers, directors and owners must sign an agreement (Exhibit II to Franchise Agreement) guaranteeing and agreeing to perform all obligations of the named Franchisee under the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only the real estate brokerage and related services required or approved by us as a part of the HELP-U-SELL® Office. You must offer the required or approved services on an a la carte, set fee pricing ("**Fee-For Services**") basis. You may not offer these services based on a percentage commission per transaction, whether charged at traditional or discount rates ("**Percentage-Commission-Services**") without our prior written consent. You cannot, without our prior written consent, provide any real estate services to others, including real estate services such as mortgage, property insurance, property management, title company, escrow, real estate inspection or appraisal, magazine or online advertising, for sale by owner kits, or any similar products or services (collectively referred to as "**Other Real Estate Business**"). Other Real Estate Business may, at our option, become part of the System, associated with the Marks or alternative trademarks or service marks that we may develop. Our consent may require that you differentiate the Other Real Estate Business from your HELP-U-SELL® Office so as to not confuse the public as to the products and services offered through the HELP-U-SELL® Office, by using separate signage, business cards and other items which identify the separate businesses, by maintaining separate books and records for the businesses and by fulfilling such other pre-conditions as we may require. We have the right to change the types of required and authorized services, and there are no limits on our right to do so, although we will provide you with written notice 30 days before any change becomes effective. You may not offer for sale any products or services that we have not approved, nor can you engage in any other business enterprise through the entity that you use to operate the Office or at the Office Location (See Items 8 and 11).

Other than as described above, we place no restrictions on your ability to market your services to and represent real estate clients located in any geographic area, except for restrictions resulting from any applicable real estate licensing requirements and obligations (see Item 12).

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 18.1	5 years
b. Renewal or extension of the term	Section 18.2	Option to renew for additional term of 5 years.
c. Requirements for franchisee to renew or extend	Sections 18.3, 18.4 and 18.5	Give notice of renewal, upgrade Office to then current standards, execute release, pay all fees including promissory notes, have been in compliance with Franchise Agreement, execute then current Franchise Agreement; attend and complete any Help-U-Sell® training and certification program if required.
d. Termination by franchisee	None	N/A
e. Termination by franchisor without cause	None	N/A
f. Termination by franchisor with cause	Sections 19.1 and 19.2	We can terminate only if you commit any one of several listed violations.
g. "Cause" defined- curable defaults	Section 19.2	30 days to cure unless breach cannot be reasonably cured – then additional time will be given.
h. "Cause" defined-non-curable defaults	Section 19.1	Unauthorized disclosure, conviction of a crime, suspension or revocation of real estate license, abandonment, unapproved transfers, bankruptcy[1], assignment for benefit of creditors, unsatisfied judgments, repeated violations, violate restrictive covenant, material misrepresentations or omissions to us.
i. Franchisee's obligations on termination/nonrenewal	Section 19.3	Pay outstanding amounts, de-identification, return of confidential and proprietary information, cancel fictitious names using the Marks, remove websites, and at our sole discretion cancel or assign domain names & telephone numbers (see also r).
j. Assignment of contract by franchisor	Section 17.6	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Sections 17.1, 17.2, 17.5, and 17.7	Includes transfer of contract or assets or certain changes in ownership if you are an entity.
l. Franchisor approval of transfer by franchisee	Sections 17.1, 17.2, 17.3 and 17.5	We have the right to approve all transfers.

Provision	Section in franchise or other agreement	Summary
m. Conditions for franchisor approval of transfer	Sections 17.2 and 17.3	Transferee qualifies to become a franchisee, all amounts due and outstanding promissory notes are paid in full, transferee completes training, transfer fee paid, then current contract signed, general release signed, licensed broker, subordinate, non-compete enforced.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 17.4	For a 30 day period, we have the right to match any offer.
o. Franchisor's option to purchase franchisee's business	Section 19.4	We may buy your Office upon termination, non-renewal, or expiration of the Franchise Agreement at fair market value.
p. Death or disability of franchisee	Section 17.7	Franchise must be assigned to approved transferee within 180 days.
q. Non-competition covenants during the term of the franchise	Section 13	No involvement in competing business or, without prior written consent, Other Real Estate Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 21.1	No involvement in real estate services for purchase, sale, exchange, or lease for three years.
s. Modification of the agreement	Section 23.3	Only written and signed modifications allowed; however, Policy Manual is subject to unilateral change.
t. Integration/merger clause	Section 23.4	Only terms of franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	N/A
v. Choice of forum	Section 23.1	Litigation in Florida (subject to state law) – unless Our Headquarters move to a different state, then that is the forum for litigation.
w. Choice of law	Section 23.1	Florida law applies (subject to state law) – unless Our Headquarters move to a different state, then that is the law that is to be applied.

[1] This provision may not be enforceable under federal bankruptcy law.

ITEM 18

PUBLIC FIGURES

There is no compensation or other benefit given or promised to any public figure arising from either the use of the public figure in the name or symbol of the Franchise or the endorsement or recommendation of the Franchise by the public figure in advertisements. There are no public figures involved in our management.

The Franchise Agreement does not prohibit you from using the name of a public figure or celebrity in your promotional efforts or advertising; however, all advertising requires our approval.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for examples, 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 wither orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting: Legal Department, 7856 N Glen Harbor Blvd., Glendale AZ 85307, (941) 951-7707 ext. 5002, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISE INFORMATION

A list of names of all Franchisees and the addresses and telephone numbers of their HELP-U-SELL® Offices are included in this Disclosure Document. A list of the name and last known home address and telephone number of every Franchisee (Individual) who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year 2024 or who has not communicated with us within 10 weeks of the date of this Disclosure Document is listed below. If you buy this franchise, your contract information may be disclosed to other buyers when you leave the franchise system.

OUTLETS AND FRANCHISE INFORMATION

Table No. 1				
Systemwide Outlet Summary				
For Year 2024				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the end of the Year	Net Change
	2022	75	68	-7
Franchised	2023	68	50	-18
	2024	50	41	-9
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	1	1
Total Outlets	2022	75	68	-7
	2023	68	50	-18
	2024	50	41	-9

Table No. 2		
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)		
For Year 2024		
State	Year	Number of Transfers
FL	2022	1
	2023	0
	2024	0
AZ	2022	0
	2023	1
	2024	0
Total	2022	1
	2023	1
	2024	0

Table No. 3								
Status of Franchised Outlets								
For Years 2022 to 2024								
State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
AL	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
AZ	2022	7	0	0	0	0	0	7
	2023	7	0	0	2	0	0	5
	2024	5	0	0	2	1	0	4
CA	2022	36	1	1	3	0	0	33
	2023	33	0	3	6	1	1	24
	2024	24	0	0	4	0	0	20
CO	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
FL	2022	9	0	0	2	0	0	7
	2023	7	0	1	3	0	1	2
	2024	2	0	0	0	0	0	2
HI	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

ID	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	2	0	0	0	0	0	2
MN	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
MO	2022	1	0	0	0	0	0	1
	2023	1	0	0	1	0	0	0
	2024	0	0	0	0	0	0	0
NC	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
NV	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OK	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OR	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
PA	2022	4	0	0	1	0	0	3
	2023	3	0	0	1	0	0	2
	2024	2	0	0	0	0	0	2

TX	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	1	0	0	1
UT	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
VA	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
WA	2022	1	0	0	1	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	75	1	1	7	0	0	68
	2023	68	0	4	13	1	2	50
	2024	50	0	0	10	1	0	41

Table No. 4

Status of Company-Owned Outlets
For Year 2024

Year	Outlets at Start of the Year	Outlets Opened	Outlets Reaquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
2022	0	0	0	0	0	0
2023	0	0	0	0	0	0
2024	0	0	1	0	0	1

Table No. 5			
Projected Openings as of December 31, 2024			
State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AZ	0	1	0
CA	0	1	0
FL	0	1	0
Total	0	3	0

A list of names of all Franchisees and the addresses and telephone numbers of their HELP-U-SELL® Offices are included in this Disclosure Document. A list of the name and last known home address and telephone number of every Franchisee (Individual) who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year 2024 or who has not communicated with us within 10 weeks of the date of this Disclosure Document is listed below. If you buy this franchise, your contract information may be disclosed to other buyers when you leave the franchise system.

Infinium Realty Group, Inc.					
Current Franchisees As of December 31, 2024					
Office Name	**Address**	**City**	**State**	**Zip Code**	**Phone**
Quad Cities Realty	210 W. Tuscaloosa Street	Florence	AL	35630	(256) 768-1221
Mike Bowling	2589 E. 24th St.Suite 4	Yuma	AZ	85365	(928) 246-0919
Realty Advantage	1846 E. Innovation Park Drive	Tucson	AZ	85755	(520) 531-9339
The Powell Group	5151 East Broadway Blvd. Suite 1600	Tucson	AZ	85711	(520) 405-9095
West Valley Specialists	9571 West Ruth Avenue	Peoria	AZ	85345	(623) 478-8888
951 Realty	25185 Madison Ave, Ste A	Murrieta	CA	92562	(951) 225-2113
Advance Realty	734 N. Eileen Avenue	West Covina	CA	91791	(626) 967-6700

Allied Realty	3093 Citrus Circle Suite # 165	Walnut Creek	CA	94598	(925) 943-2121
Alpha Paladins Realty	85 Saratoga Ave, Ste 210	Santa Clara	CA	95051	(408) 995-5999
Alpha Realty	1308 W. Robinhood Drive, Ste 4B	Stockton	CA	95207	(209) 888-8800
Bakersfield Equity Savers	9711 Holland Street Suite 1	Bakersfield	CA	93312	(661) 706-6678
Beachside	8907 Warner Avenue #224	Huntington Beach	CA	92647	(800) 631-9910
Capital City	1104 Corporate Way	Sacramento	CA	95831	(916) 395-4450
Coast and Valley	1851 East 1st Street	Santa Ana	CA	92705	(562) 673-3873
Eastvale	4200 Chino Hills Parkway Suite 385	Eastvale	CA	91709	(909) 597-5252
Julian Team	1805 West Avenue K Suite 131	Lancaster	CA	93534	(661) 483-8322
Julian Team Branch	1300 Eastman Ave Suite 301	Ventura	CA	93003	(805) 518-2991
Premier Realty	4264 Green River Rd. #101	Corona	CA	92880	(800) 631-9910
Prestige Properties	4200 Chino Hills Parkway, Ste 385	Chino Hills	CA	91709	(909) 597-5252
Santa Maria	602 East Main Street	Santa Maria	CA	93454	(805) 922-0077
Santa Rosa	21 Leisure Park Circle	Santa Rosa	CA	95401	(707) 575-4444
Smart Realty Pasadena	427 N. Lake Ave.	Pasadena	CA	91101	(626) 405-8818
Sunrise	2100 Watt Avenue, Suite 155	Sacramento	CA	95825	(916) 488-1830
The Smart Choice	107 W. 7th Street	Hanford	CA	93230	(559) 583-1711
Wright Realtors	6 Key Largo	Aliso Viejo	CA	92656	(949) 770-9888
Gulf Coast	650 Cleveland St. Unit 5	Clearwater	FL	33757	(941) 312-1377
Reed and Associates	11983 Tamiami Trail N. # 151	Naples	FL	34110	(239) 948-8898
Honolulu Properties	1314 S. King Street, Suite 523	Honolulu	HI	96814	(808) 593-8811
Metropolitan	21645 Allen Rd.	Woodhaven	MI	48183	(734) 362-1111
Real Estate Masters	2727 Pine Grove Avenue	Port Huron	MI	48060	(810) 990-9932
Heritage Real Estate	245 18th Street SE	Owatonna	MN	55060	(507) 451-6000
Greensboro	5575 Suite C103 Garden Village Way	Greensboro	NC	27410	(336) 294-4949
Triad Realty	5575 Garden Village Way Ste C-103	Greensboro	NC	27410	(336) 294-4949
Integrity Real Estate	5550 North Painted Mirage Rd. Ste 320	Las Vegas	NV	89149	(702) 432-7355
Edmond/OKC	1920 Cedar Meadow Lane	Edmond	OK	73003	(405) 330-8800
Direct Homes	101 Lindenwood Dr. Suite 225	Malvern	PA	19355	(610) 363-3737
Keystone Realty	138 Franklin Farm Lane	Chambersburg	PA	17202	(717) 267-1300
Sims Realty	4454 Trinity Mills Rd.	Dallas	TX	75287	(972) 395-0400
Legacy	1128 N. Hill Field Road	Layton	UT	84041	(801) 543-1212
Direct Savings Real Estate	362 South Laurel Ave.	Waynesboro	VA	22980	(540) 949-4357
Grein Group	6 Monument Drive	Stafford	VA	22554	(540) 657-4250

Infinium Realty Group, Inc - New Offices					
2024					
Office Name	**Address**	**City**	**State**	**Zip Code**	**Phone**
0	0	0	0	0	0

Infinium Realty Group, Inc - Closed Offices					
As of December 31, 2024					
If you purchase a franchise your contact information may be disclosed to other potential buyers when you leave the franchise system.					
The Powell Group	5151 East Broadway Blvd. Suite 1600	Tucson	AZ	85711	(520) 405-9095
Real Estate Specialists	500 North Lake Havasu Avenue, Suite C-106	Lake Havasu	AZ	86403	(928) 854-6600
Achievers Realty	3171 East Ruby Hill Dr.	Pleasanton	CA	94566	(510) 279-9580
Golden Homes	827 Arnold Dr #80	Martinez	CA	94553	(925) 313-0200
Vantage Realty	18217 Gale Ave. Ste A	City of Industry	CA	91748	(626) 839-3688
Wisdom Realty	5206 Benito St Ste 106	Montclair	CA	91763	(909) 933-0479
Front Range	16233 E. 100th Way	Commerce City	CO	80022	(210) 788-9633
Winn 4 U Realty	2689 Cavan Circle	Idaho Falls	ID	83404	(208) 589-0036
Select Real Estate	106 East 16th Ave.	Eugene	OR	97401	(541) 461-6100
San Antonio Hill Country	17460 IH 35 N Suite 430-443	Schertz	TX	78154	(830) 214-7880

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are our audited financial statements as of our fiscal year end December 31, 2022, December 31, 2023, and December 31, 2024.

ITEM 22

CONTRACTS

Attached to this Disclosure Document are the following contracts:

Exhibit B	Franchise Agreement
Exhibit C	Nondisclosure and Noncompetition Agreement
Exhibit D	Compliance Certification
Exhibit E	State Addenda and Agreement Riders to Franchise Agreement

ITEM 23

RECEIPTS

See Exhibit I