

FRANCHISE DISCLOSURE DOCUMENT

TitleEase LLC
A Delaware limited liability company
2374 Post Road, Suite 112B
Warwick, RI 02886
(877) 696-5462
www.TitleEaseFranchise.com



This franchise is for the operation of a real estate title and settlement services business under the name and mark “TitleEase”.

The total investment necessary to begin operation of a TitleEase franchised business ranges from \$35,500 to \$214,900. This includes \$14,000 that must be paid to the franchisor and/or its Affiliate.

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 the Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to us or our affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jennifer S. Johnson, Esq. at 2374 Post Road, Suite 112B, Warwick, RI 02886; Telephone: (877) 696-5462

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or

by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

Issuance Date: April 15, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about franchise sales, costs, profits and losses. You should also try to obtain this information from others, like current and former franchisees. You can also find their names and contact information in Item 20 or Exhibit D.
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, which consists of our audited 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 TitleEase business in my area?	Item 12 and "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? ²⁴	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a TitleEase franchisee?	Item 20 or Exhibit D list 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. Your 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 Your Franchise Agreement grants you a Territory, the franchisor may have the right to compete with you in your Territory.

Renewal. Your Franchise Agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. Your 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 A.

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

Special Risks to Consider About *This* Franchise

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

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

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.

STATE COVER PAGE

(THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

A prohibition on the right of a franchisee to join an association of franchisees.

A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

A provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.

The fact that the proposed transferee is competitor of the Franchisor or Sub-franchisor.

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

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

A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
670 G Mennen William Building
Lansing, Michigan 48913
Telephone Number: (517) 373-3800

<u>TABLE OF CONTENTS</u>		
<u>ITEM</u>		<u>PAGE</u>
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
ITEM 2	BUSINESS EXPERIENCE.....	3
ITEM 3	LITIGATION.....	4
ITEM 4	BANKRUPTCY.....	4
ITEM 5	INITIAL FEES.....	4
ITEM 6	OTHER FEES.....	4
ITEM 7	ESTIMATED INITIAL INVESTMENT.....	10
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	13
ITEM 9	FRANCHISEE’S OBLIGATIONS.....	16
ITEM 10	FINANCING.....	17
ITEM 11	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	176
ITEM 12	TERRITORY.....	24
ITEM 13	TRADEMARKS.....	25
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	26
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	28
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	28
ITEM 17	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION.....	29
ITEM 18	PUBLIC FIGURES.....	34
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS.....	34
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION.....	35
ITEM 21	FINANCIAL STATEMENTS.....	37
ITEM 22	CONTRACTS.....	38
ITEM 23	RECEIPTS.....	38

EXHIBITS TO FRANCHISE DISCLOSURE DOCUMENT

- A. FEDERAL AND STATE REGULATORY AUTHORITIES AND AGENTS FOR SERVICE OF PROCESS
- B. STATE AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT
- C. TITLEEASE FRANCHISE AGREEMENT, SCHEDULES 1-6 INCLUDING STATE AMENDMENTS TO FRANCHISE AGREEMENT
- D. LIST OF CURRENT FRANCHISEES/ AND THOSE WHO HAVE LEFT THE SYSTEM
- E. OPERATIONS MANUAL TABLE OF CONTENTS
- F. FINANCIAL STATEMENTS
- G. MUTUAL RELEASE
- H. WORKSHARE AGREEMENT
- I. P-24 PRIOR WRITTEN SERVICES AND PAYMENT AGREEMENT (“PWA”)
- J. ACH/EFT TRANSFER AGREEMENT
- K.. LIST OF AGENTS FOR SERVICE OF PROCESS
- L. STATE EFFECTIVE DATES
- M. RECEIPT

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

The Franchisor

To simplify the language in this Franchise Disclosure Document (“Disclosure Document”), “we”, “our”, “us”, “Company” or “TitleEase” refers to TitleEase LLC a Delaware limited liability company that was formed on May 27, 2021, and its principal place of business in the United States is 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886. We do business under our corporate name and proprietary mark “TitleEase.” We do not conduct business under any other name. We will refer to the person who buys this franchise as “you” throughout this Disclosure Document (“Disclosure Document”). If the franchise purchaser is a business entity, “you” and “your” also includes each partner, shareholder and/or other owner of that entity, as well as each manager and/or business leader who is actively responsible for the management/leadership of the Franchise Business.

Our Parent, Predecessors and Affiliates

Our parent is Lincoln Holdco, LLC, a Delaware limited liability company that is located at 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886 (“Lincoln Holdco”). We are a wholly owned subsidiary of Lincoln Holdco, and the parent does not offer any franchises or conduct any business related to this franchise. Lincoln Holdco is the owner of our trademark, service mark, and licenses it to us under an exclusive license.

We have an affiliate Lincoln Abstract & Settlement Services, LLC (“Lincoln Abstract”), which is a Rhode Island limited liability company that is located at 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886 and operates as a real estate title agent and may sell products and services to you as part of the TitleEase franchise or perform related work for TitleEase directly.

We have an affiliate Landwood Title Company (“Landwood Title”), which is a California corporation that is located at 12707 High Bluff Dr., Suite 340, San Diego, CA 92130, and operates as a title company that sells products and services to our franchisees located in California.

We do not have any predecessors.

Agent For Service Of Process

Our agent(s) for service of process is listed on Exhibit J.

Prior Experience

We have not offered title services to customers through TitleEase prior to the franchise offering. However, our affiliated company Lincoln Abstract, was established in 2011 in Providence, Rhode Island to provide a full suite of residential, commercial, and specialized title and settlement services to various clients including mortgage lenders, regional and national banks, credit unions and institutional firms. During this time Lincoln Abstract has built a strong reputation as a high-quality and reliable title resource for its client base, as is demonstrated in its low turnover and tenure of client relationships. TitleEase, Lincoln Abstract and Landwood Title Company are a Title Agency in 38 states and are in process of licensing in 6 more.

The System

Our System includes an established method of issuing real estate title and conducting settlement services for both residential and commercial real estate purchases and refinancings. You will not receive a protected territory, but you will be able to operate in every state in the United States where you and we are licensed to provide title and settlement services (“System”).

The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including the mark “TitleEase”, that are now designated and may in the future be designated by us in writing for use with the System and which are described in Item 13 (the “Proprietary Marks”). The Proprietary Marks are owned by our parent company Lincoln Holdco, LLC and exclusively licensed to us.

The Franchise Offered

We offer franchises for the operation of a real estate title and settlement services business for both residential and commercial real estate purchases and refinancings. We offer you a Franchise Agreement (the “Franchise Agreement”) which gives you the right to establish and operate TitleEase businesses in one or more territories that includes all states in the United States where you and we are licensed to provide real estate title and settlement services (“Franchise” or “Business”). The Franchise Agreement gives you the right to use the Proprietary Marks and the System only within your Territory. You will need to operate the day-to-day business of your TitleEase Business through the use of our System.

We offer franchises for the establishment of a business that offers real estate title and settlement services and other real estate closing services (“Approved Products and Services”). We offer our franchisees the opportunity to develop a start-up Business. We provide an electronic Operations Manual (the “Manual”), on-line training, marketing, and other assistance to franchisees, all as described in the Franchise Agreement attached as **Exhibit C** to this Disclosure Document.

Market and Competition

Your Business will primarily target residential and commercial customers seeking real estate title and settlement services. The market for real estate title and settlement services is generally a mature market. Your competition will include other title companies and firms offering real estate title products, title insurance and closing services, whether these businesses are franchised, small independently owned businesses, or regional and national organizations that may operate more locations and may have greater financial resources, more experienced marketing organizations and greater name recognition than we currently have. The ability of each Franchise to compete is dependent on a variety of factors, including demographics, the territory, accessibility and the individual service, marketing, franchise, capitalization and diligence of the individual franchisee.

Industry Specific Regulations

You must comply with all local, state and federal laws in the operation of your Business. You also must comply with the Real Estate Settlement and Procedures Act (“RESPA”) as well as other real estate and business licensing laws and regulations. There may be other laws applicable to your Business and we urge you to make additional inquiries about these laws. Your failure to comply with these laws constitutes a material breach of your Franchise Agreement. We strongly recommend that you hire an attorney to assist you in determining which laws will impact your operation of your Business.

ITEM 2

BUSINESS EXPERIENCE

Joseph D’Urso; Chief Executive Officer, Director of TitleEase LLC and Chief Executive Officer and Chairman of Lincoln Holdco. Mr. D’Urso has served as our Chief Executive Officer and Director in Providence, Rhode Island and Park City, Utah since June 2021. Mr. D’Urso also has served as Chairman of our parent company Lincoln Holdco in Providence, Rhode Island and Park City, Utah since June 2020.

Jennifer S. Johnson, Esq.; President and General Counsel of TitleEase and Lincoln Abstract & Settlement Services, LLC. Ms. Johnson has served on our Board of TitleEase and as our President in Warwick, Rhode Island since September 2022. Ms. Johnson also has served as President of Lincoln Abstract in Warwick, Rhode Island since January 2021.

Kevin Jones; Chief Financial Officer. Mr Jones has served as our Chief Financial Officer and for Lincoln Abstract & Settlement Services in Park City, Utah since February 2023. From April 2022 to February 2023, he served as CFO for GoReact in Orem, Utah. From March 2017 to April 2022, he served as VP of Finance for Lendio in Lehi, Utah.

Jason Bilbruck; Vice President of Business Development. Mr. Bilbruck has served as our Vice President of Sales in Las Vegas, Nevada since March 2022. From August 2019 to March 2022, he served as Business Development Representative for Landmark Title in Las Vegas, Nevada.

Rick Bissen: Executive Vice President of Business Development. Mr. Bissen has served as our Executive Vice President of Business Development in Warwick, Rhode Island since July 2023. From March to November 2022, he served as Senior Vice President for The Stonehill Group in Atlanta, Georgia. From January 2016 to March 2022, he served as Senior Vice President for Infinity IPS in Rockville, Maryland.

Roy McGregor: Senior Vice President Business Development. Mr. McGregor has served as our Senior Vice President Business Development in Warwick, Rhode Island since December 2025. From July 2020 to December 2025, he served as Executive Vice President Strategy for Lodasoft in Livonia, Michigan.

Scott Oakley: Executive Vice President. Mr. Oakley has served as our Executive Vice President in Roswell, Georgia since January 2026. From September 2024 to May 2025, he served as Executive Vice President of Growth for HouseAmp in Roswell, Georgia. From September 2016 to August 2023, he served as CEO for MooveGuru in Roswell, Georgia.

Karri Taix: Chief Human Resources Officer. Ms. Taix has served as our Chief Human Resource Officer in Park City, Utah since December 2024. From April 2023 to July 2024, she served as Head of Recruiting for Discovery Land Co. in Park City, Utah. From July 2021 to April 2023, she served as Recruiting Leader for Meta in Park City, Utah.

Vincent Sabia: Director of Title Operations & Underwriting. Mr. Sabia has served as our Director of National Operations & Underwriting and in the same position for our affiliate Lincoln Abstract in Warwick, Rhode Island since November 2025. From February 2024 to November 2025, he served as Title Operations Manager for Novel Energy Solutions in Saint Paul, Minnesota. From October 2022 to February 2024, he served as Vice President of National Title Operations for our affiliate Lincoln Abstract in Providence,

Rhode Island. From September 2020 to October 2022, he served as Sr. Operational Manager for SourcePoint Title Services – Subsidiary located in Palm Bay, Florida.

ITEM 3
LITIGATION

There is no litigation that is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

There is no bankruptcy information that is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

We charge an Initial Franchise Fee of \$10,000 (“Initial Franchise Fee”) for up to 3 TitleEase Franchise Territories. For each additional territory, you will pay a flat fee of \$1,000 per territory. You pay the entire Initial Franchise Fee in one lump sum when you sign the Franchise Agreement.

You also must pay us at the time you sign your Franchise Agreement, an Initial Training Program Fee of \$2,400 and a TitleEase Technology Set-Up Fee of \$1,600 per registered user.

The initial fees are fully earned by us upon receipt and are non-refundable under any and all circumstances. In our fiscal year that ended December 31, 2025, we collected initial franchise fees consistent with the initial fees and discounts disclosed in our then-current franchise disclosure document. The initial fees are uniform except as described in this Item 5.

ITEM 6
OTHER FEES

(Column 1) TYPE OF FEE (1)	(Column 2) AMOUNT	(Column 3) DUE DATE	(Column 4) REMARKS
Royalty Fee (Notes 1 & 2)	5% of your Gross Sales Or \$250 flat fee per closed transaction (Texas Only)	Payable on the 7 th business day of the following month. For purposes of clarity, the Royalty for August sales would be due on the 7 th business day of September.	Royalty Fees will be netted from any Revenue owned to you from TitleEase, otherwise they will be payable by electronic funds transfer from your operating account. You must make sure there are sufficient funds in the account each week. For purposes of this Disclosure Document and the Franchise Agreement the term “days” shall refer to

(Column 1) TYPE OF FEE (1)	(Column 2) AMOUNT	(Column 3) DUE DATE	(Column 4) REMARKS
			calendar days unless otherwise specifically defined in the Disclosure Document or the Franchise Agreement.
Advertising or Marketing Fee	N/A		
Work-Share Agreement Fees (Not Texas)	Up to 50% of Gross Sales	Monthly	The percentage amount can fluctuate depending on what services and functions we or our affiliate provide for you.
P-24 Prior Written Services and Payment Agreement (Texas)	Up to 65% of Gross Sales	Monthly	The percentage amount can fluctuate depending on what services and functions we or our affiliate provide for you.
Technology Fee	Currently \$150 - \$255 per user per month	Payable at the same time and in the same manner as the Royalty Fee	This fee covers required or designated software, systems, and technology related services to operate the Business, including without limitation business management platform system, workspace and business software, email accounts, and so forth. The amount of the fee depends on services required and selected. We may increase this fee upon 60 days' notice to you, provided we will not increase it more than 25% in a 12-month period.
Transfer Fee (Note 1)	\$10,000	Not later than 10 business days prior to the closing of the transfer.	No transfer of your franchise to a third person can be approved without the payment by you or your transferee of the Transfer Fee to us. Not uniformly imposed based on specific circumstances.

(Column 1) TYPE OF FEE (1)	(Column 2) AMOUNT	(Column 3) DUE DATE	(Column 4) REMARKS
Renewal Fee (Note 1)	\$10,000	No later than 30 calendar days before renewal	You will only need to pay this fee if you renew the Franchise Agreement. There are other conditions that must be met for renewal (see Item 17(c) of this Disclosure Document). Not uniformly imposed and we have negotiated this fee based on specific circumstances.
Initial Training Program Fee for Additional and Replacement Users (Note 1)	\$2,400. The costs for additional or replacement user not covered by the Initial Training Program Fee will be \$800 per person.	The fee is due at the time that you sign your Franchise Agreement. The costs are as of the date of this Disclosure Document.	We will charge you for the training set forth in your Franchise Agreement. The training must be completed no later than 60 days before you start operating your Business. See Item 11 of this Disclosure Document. Not uniformly imposed based on specific franchisee needs.
Additional Territory Fee	\$1,000 for each Territory added after the start of business.	Prior to the start of operations in an additional territory.	You will only need to pay this fee if you decide to add additional Territories to your Franchise Agreement. Not uniformly imposed and may be negotiated or waived depending on volume.
Additional Training (Note 1)	Our then current per person per hour fee. As of the date of this Disclosure Document the per person per hour fee is \$100	15 days after billing	We have the right to hold periodic or refresher and additional training courses and may require you to attend such training courses. See Item 11 of this Disclosure Document. Not uniformly imposed based on specific franchisee needs.
Operating Assistance (Note 1)	\$750 per day, plus transportation, food and lodging.	At the conclusion of our visit to your Business.	We will make ourselves available to you at a mutually convenient time in order to assist you in certain operations of the Business, including but not limited to guidance regarding the methods and procedures for

(Column 1) TYPE OF FEE (1)	(Column 2) AMOUNT	(Column 3) DUE DATE	(Column 4) REMARKS
			the marketing and sale of the Approved Products and Services. See Item 11 of this Disclosure Document. Not uniformly imposed based on specific circumstances.
Failure to report fee	120% of the Royalty Fee due.	At the time that the Royalty Fee is due.	If you do not report your Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last Royalty that we debited.
Interest on Late Payments (Notes 1 & 4)	1.5% per month or highest rate allowed by law, whichever is less (See Note 4).	15 days after billing	Payable on all overdue amounts. Interest accrues from the original due date until payment in full is received. Not uniformly imposed based on specific circumstances.
Audit (Note 1)	The amount of any deficiency, plus interest. You must also reimburse the cost of the audit, in certain circumstances	15 days after billing	If any audit shows an underreporting of your Gross Sales of the greater of \$5,000 or 3% or more of Gross Sales during the audit period, or if the audit is conducted because you have not provided required reports to us, then the cost of inspection must also be paid by you.
Attorneys' Fees & Other Costs (Note 1)	Will vary under circumstances	As incurred	Payable upon your failure to comply with your Franchise Agreement.
Indemnification (Note 1)	Will vary under circumstances	15 days after billing	You must reimburse us if we are held liable for claims arising from your operation of your Franchised Business.
Technology Set-Up Fee (Note 1)	\$1,600 per registered user	At the time you give us your Initial Franchise Fee	The Technology Set-Up Fee covers your initial grant of use of the technology that you are able to use in the operation of your Business. Please note this fee applies to each user registered to use ResWare, our approved title production software.

(Column 1) TYPE OF FEE (1)	(Column 2) AMOUNT	(Column 3) DUE DATE	(Column 4) REMARKS
Liquidated Damages (Franchise Agreement) (Notes 1 & 3)	An amount equal to the average monthly Royalty Fees you paid or owed to us during the previous 12 months of operation multiplied by the higher of: (a) 24, or (b) the number of months remaining on your Franchise Agreement term	15 days after termination	See Footnote 3 Not uniformly imposed based on specific circumstances.
Liquidated Damages (Workshare Agreement) (Notes 1 & 3)	An amount equal to the average monthly Workshare Agreement Fees you paid or owed to us during the previous 12 months of operation multiplied by the higher of: (a) 24, or (b) the number of months remaining on your Workshare Agreement term	15 days after termination	See Footnote 3
Deferred Training Fee (See Note 3)	\$15,000	Upon breach of confidentiality or non-competition covenants.	This remedy partially compensates us for a portion of the Initial Training Program that was provided to you at no additional cost if you breach your confidentiality or non-competition covenants owed to us.
Product or Supplier Evaluation Fee (Note 1)	Reimbursement of our costs, but not more than \$1,000	On demand	If you request us to evaluate a new supplier or product for possible approval.
Insurance Premiums (Note 1)	Reimbursement of our costs	On demand	If you do not purchase the required insurance, we may (but do not have to) purchase insurance on your behalf.

(Column 1) TYPE OF FEE (1)	(Column 2) AMOUNT	(Column 3) DUE DATE	(Column 4) REMARKS
Web Development Fee	\$100 per hour	If incurred	Payable to approved supplier if you need assistance in posting updates to the web page we provide to you through our website. Not uniformly imposed based on specific circumstances.

NOTE 1: All fees are imposed by and payable to us or our Affiliate, except as otherwise noted in the chart, and are non-refundable and uniformly imposed. All reference to days in this Disclosure Document are calendar days unless otherwise specified by the specific section of this Disclosure Document. Unless otherwise specified in this disclosure document all fees are uniformly imposed and collected.

NOTE 2: For the purposes of this Section “Gross Sales” means total of the actual selling prices of all products and services sold and performed by Franchisee in association with the Proprietary Marks and all other receipts and receivables of any nature from all business conducted by Franchisee, in offering real estate title and settlement services under our trademarks, including proceeds of any business interruption insurance, in each case whether evidenced by check, cash, credit, charge account, exchange or otherwise, without deduction for bank charges, uncollectible credit accounts, charges made by collection agencies or bad debts. In order to calculate Gross Sales they shall be net of (i) the portion of the title insurance premium paid to the underwriter issuing the policy, (ii) when applicable, fees paid to third-party settlement agents engaged to conduct closings on behalf of Franchisee and/or Franchisor (iii) any title search or abstracting cost and (iv) banking and overnight mailing expenses, if applicable. Each charge or sale made on installment or credit shall be treated as a sale for the full selling price in the month during which the charge or sale is made, regardless of when Franchisee receives payment. Gross Sales also will not include the amount of any sales tax or document stamp tax imposed by any federal, state or local governmental authority directly on the Approved Products and/or Services and collected from customers at the point of sale by Franchisee acting as agent for such authority, provided that the amount of tax is added separately to the selling price and does not form part of the quoted price for the article or service and is actually paid by Franchisee to the taxing authority..

If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

NOTE 3: If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in your Franchise Agreement had it not been terminated, whichever is higher.

If we terminate your Workshare Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly

Workshare Agreement Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in your Workshare Agreement had it not been terminated, whichever is higher.

Our Initial Training Program, training materials, and licensing of certain systems and software have inherent value for which you make no payment. If you violate your confidentiality or non-competition covenants owed to us under the Franchise Agreement, in addition to liquidated damages or any other remedies to which we may be entitled, we are entitled to the \$15,000 Deferred Training Fee, which is the market value you received at no charge in consideration for abiding by the terms of the Franchise Agreement.

NOTE 4: Notwithstanding anything to the contrary, Minn. Stat. §604.113 allows for only one service charge per dishonored check that is not to exceed \$30.

ITEM 7
ESTIMATED INITIAL INVESTMENT

START-UP BUSINESS YOUR ESTIMATED INITIAL INVESTMENT					
(Column 1) TYPE OF EXPENDITURE	(Column 2) LOW AMOUNT	(Column 3) HIGH AMOUNT	(Column 4) METHOD OF PAYMENT	(Column 5) WHEN DUE	(Column 6) TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (Note 1)	\$10,000	\$57,000	Lump Sum	Upon Signing of Franchise Agreement	Us
Initial Training Program Fee (Note 2)	\$2,400	\$2,400	Lump Sum	Upon Signing of the Franchise Agreement	Us
Location outfitting (Note 3)	\$0	\$5,000	Lump Sum	Before Opening your Business	Third Party
Lease Deposit (Note 3)	\$0	\$5,000	Lump Sum	Before Opening your Business	Third Party
First Month's Lease Payment (Note 3)	\$0	\$5,000	Lump Sum	Before Opening your Business	Third Party
Furniture for Office (Note 4)	\$0	\$5,000	Lump Sum	Before Opening your Business	Approved Supplier
Printing, Business Cards and Flyers	\$500	\$1,500	Lump Sum	Before opening your Business	Approved Supplier
TitleEase Technology Set Up (Note 5)	\$1,600	\$8,000	Lump Sum	When Franchisee signs the Franchise Agreement	Us

START-UP BUSINESS YOUR ESTIMATED INITIAL INVESTMENT					
(Column 1) TYPE OF EXPENDITURE	(Column 2) LOW AMOUNT	(Column 3) HIGH AMOUNT	(Column 4) METHOD OF PAYMENT	(Column 5) WHEN DUE	(Column 6) TO WHOM PAYMENT IS TO BE MADE
Cost of Cell Phone or Security Deposit on Phone	\$500	\$1,500	Lump Sum	Before opening your Business	Third Party
Cost of first month's Cellular Phone Service	\$250	\$1,500	Lump sum or terms of provider	Varies depending on contract with provider.	Third Party
Computer	\$2,000	\$14,000	As Arranged	As Arranged	Suppliers
Signage (Note 6)	\$250	\$1,500	As Arranged	As Arranged	Suppliers
Professional Fees (Note 7)	\$5,000	\$50,000	As Incurred	As Arranged	Attorney and/or Accountant
Insurance (Note 8)	\$3,000	\$20,000	Lump sum or terms of provider	Varies depending on contract with provider.	Third Party Insurance Company
Permits/Licenses per state (Note 9)	\$1,500	\$7,500	As Arranged	As Arranged	Government Agencies
Additional funds for first 3 Months of operations (Note 10)	\$7,500	\$25,000	As Arranged	As Arranged	Suppliers, Employees, etc.
TOTAL (Note 11)	\$35,500	\$214,900			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

NOTE 1: Initial Franchise Fee & Technology Set-Up Fee. These fees are discussed in Item 5. The Technology Set-Up and Training Fee is a one-time fee. We do not finance any fees.

NOTE 2: Initial Training Program Fee. You are required to attend training before you open your Franchise for business. You will attend training virtually through our designated video platform. The training will comprise a total of 24 hours to be conducted over the course of 4 days. This fee is paid at the time that you sign your Franchise Agreement. See Item 5.

NOTE 3: Lease. If your Franchise Business is to operate in a state that requires that you operate from a physical location you will need to find a location that is in a commercial area of your locale. You will need to enter into a lease with a third party, which third party will require you to pay a lease deposit that may be the first month's rent or the first and last month's rent. You also will need to outfit the leased premises for a real estate title and

settlement services business, which costs may be provided for by the landlord. If those services are not provided by the landlord then you will need to pay them yourself.

- NOTE 4: Furniture for Office. If your Franchise is located in a state that requires that you maintain a physical office then you will need to furnish that office in a manner sufficient to effectively operate your Franchise Business.
- NOTE 5: Technology Set-Up Fee. This cost represents the set-up of the software that you will use in your business which will permit us to track, among other things, your activities conducted at your Business. This fee is charged for each individual user registered to access the software.
- NOTE 6: Signage. You may need to install interior and exterior signage. The signage requirements and costs will vary based upon how you operate your Business.
- NOTE 7: Professional Fees. We strongly recommend that you have an attorney, compliance professional, and an accountant and possibly other professionals to assist you in evaluating this franchise offering. You may also choose to form a corporate entity to hold the franchise, and you may require assistance in negotiating your lease and drafting of an employment contract
- NOTE 8: Insurance. The figures in the chart represent estimates of the annual insurance premiums for the insurance that we require, and these costs may vary depending upon a number of factors related to the size and location of your Business. We included costs for Workers Compensation Insurance but those costs still may vary by state. Depending on your insurance company's practices, you may have to pay the entire annual premium in a lump sum; however, generally you pay your premiums quarterly or semi-annually. See Item 8 for additional information about the insurance you must have for your Business.
- NOTE 9: Permits/Licenses. You will be required to obtain a title agency license in each state in which you plan to operate your Business. These costs may vary widely state-to-state and you will be responsible to research the costs and requirements for each state in which you plan to establish a Franchise Business. You may be required to obtain other business licenses required by the localities in which you plan to operate your Business.
- NOTE 10: Additional Funds. You will need capital to support ongoing expenses, such as payroll, Royalty Fees and advertising expenses, if these costs are not covered by sales revenue for your first 3 months of operation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be 3 months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after. We do not offer or provide financing.
- NOTE 11: Total. We relied upon our business experience in other related businesses that we have managed or operated. However, these figures are merely estimates; there is no assurance that additional working capital will not be necessary during this initial phase or after. These are only estimates; your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee. You should review

these figures carefully with a business advisor before making any decision to purchase a franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications and Standards

Our reputation and goodwill are based on, and can be maintained only by, the sale of high-quality products and services and the presentation and sale of those products and services in an efficient and professional manner. As such, we have developed standards and specifications for these products and services and you must operate your TitleEase Franchised Business in strict conformance with our standards and specifications. These standards will regulate the types, models and brands of required equipment, signs, materials and supplies to be used in operating your Business, required or authorized products and services offered to customers and product categories and designated or approved suppliers of certain items (which may be limited to or include us or our Affiliates).

We will notify you in our Manual or other communications (including e-mails, electronic messaging or written correspondence) of our standards and specifications and/or names of approved suppliers. Our standards and specifications may change over time, as may our list of approved or designated suppliers. We do not currently provide material benefits to you if you use our designated or approved suppliers, but we may do so in the future. Your compliance with our requirements, standards and specifications may be considered when reviewing your request for a renewal franchise. There may be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be considered an approved supplier. We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. There are currently no purchasing or distribution cooperatives.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the franchisees' businesses in our System. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System or the franchised network of TitleEase Businesses.

Required Equipment and Supplies

Title insurance must be issued through an approved title insurance underwriter with whom we have an agreement. If required by our title insurance underwriter you shall be required to have a direct agency agreement with our underwriter. You, we or our Affiliate will act as the title insurance agent and issue title insurance to your customers. You will be required to sign a WorkShare Agreement of the type that is attached to this Disclosure Document as Exhibit H and/or a P-24 Agreement for a Texas territory of the type that is attached to this Disclosure Document as Exhibit I. In addition, you must purchase your supplies, equipment, and signage from an approved supplier, which in the future may be us. We estimate that your purchases or leases that either are from approved suppliers or are according to our specifications will represent approximately 5% to 25% of your total purchases in establishing a start-up Business. We estimate that approximately 5% to 15% of your total purchases and leases in the continuing operation of the Business will be either from approved suppliers, of which we may be the designated approved supplier, or according to our specifications. The Franchisor or its affiliates do not derive revenue, rebates or other material consideration based on any required purchases or leases. In order to earn any premium on the sale of title

insurance you must obtain a title agency license, if required, from the state(s) in which you plan to operate, and you must sign a WorkShare Agreement and/or P-24 Agreement described above.

Suppliers in which TitleEase Officers hold interest

The TitleEase officers hold an ownership interest in Lincoln Abstract & Settlement Services, LLC, an affiliate, which may sell products and services to you as part of the TitleEase franchise or perform related work for TitleEase directly.

Approved Products and Services

You must agree to provide Approved Products and Services and only those products and services approved by us, as they may periodically be modified. All products and services approved by us must be provided on an ongoing basis through your Business at the times and in the manner we specify and at the prices by the applicable state regulatory agency. No provision of any product or service, except those approved by us may be solicited, accepted or produced at or from your Business. If requested by us the marketing and/or provision of a product or service must be discontinued immediately upon notice.

Method of Approving Products, Suppliers and Services

If you want to use any product or render any service that does not comply with the standards of the System or is to be purchased from a supplier that has not yet been approved, you must first submit a written request for approval of the proposed product, service, or supplier and obtain our approval of the product or supplier before purchasing the product or purchasing from this supplier or rendering the service. We will, within a reasonable time (30 days), notify you of our decision. We will periodically establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to product quality, production and delivery capabilities, ability to meet our supply commitments, financial stability, integrity of standards of service, familiarity with our System and ability to negotiate favorable terms for our franchisees. We do not generally make available to you or any supplier our criteria for approval. If you request us to evaluate, and we agree to evaluate, a new supplier or product for approval, you or the supplier must reimburse our costs related to our evaluation of the proposed product or supplier which shall not exceed \$1,000.

Rebates and Promotional Allowances

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, to us, or to our Affiliates, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our Affiliates will have all of your right, title, and interest in and to any and all of these Allowances. We or our Affiliates may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor).

Forms

You must use only those forms, contracts, agreements, invoices and statements which have been approved by us. If we have made available a form of customer contract, credit disclosure, customer invoice, and/or statement of account for use by you, you shall reimburse our legal fees and other expenses incurred in connection with reviewing any other form of the same type which you submit for approval.

Computer Hardware and Software Systems

You must acquire, use, maintain and update computer and other systems, including software programs which meet our specifications, as they evolve over time and which, in some cases, may only be available through us and/or our Affiliates. You must maintain your systems on-line to provide full, twenty-four (24) hour access for computer systems used by us and you must promptly update and otherwise change your computer hardware and software systems as we require from time to time, at your expense. You will pay all amounts charged by any supplier or licensor, which may be us or an affiliate, of the systems and programs used by you, including charges for use, maintenance, support and/or update of these systems or programs.

Bookkeeping, Accounting and Records

You shall be required to use such software program(s) designated by us for management, bookkeeping, accounting, and record-keeping for the business of the TitleEase Franchise, and you shall retain all invoices, order forms, time cards, payroll records, e-mails, check stubs, bank deposit receipts, purchase order receipts, sales tax records and returns, cash disbursements journals and general ledgers for a period of 3 years or longer as may be required by law. You shall also participate in such bookkeeping and accounting programs and procedures as we may prescribe from time to time.

Advertising by Franchisee

All advertising and promotional materials you wish to conduct and/or use must first be submitted to us for our review and be approved by us in writing, prior to use. You may not use any advertising until it has been approved by us. All advertising should conform to the branding standards, trademark(s) and style guide of TitleEase as set forth in the Manual or other directives provided by us to you. Any advertising you submit to us for review and approval will become our property. See Item 11 of this Disclosure Document for additional advertising information and marketing requirements for both franchise offerings.

Insurance

You must maintain in force in the amounts set forth in the Manual, and provide us evidence in the form we require of (a) professional liability insurance, (b) comprehensive, commercial, general liability insurance policy, (c) automobile liability insurance, (d) workers' compensation, (e) employment practices liability insurance, (f) cyber liability insurance, (g) other insurance policies, such as business interruption insurance, as we may reasonably determine and set forth in the Manual, and (h) any other insurance we may require in the future. All insurance policies must be issued by carriers with at least an A- rating with A.M. Best (or a similar rating by comparable rating service accepted by us) and must contain the types of minimum amounts of coverage, exclusions and maximum deductibles that we periodically prescribe, must name us and our Affiliates as additional insured, provide for 30 days' prior written notice to us of any material modification, cancellation to or expiration of the policy and include all other provisions that we may require. Our specific insurance requirements will be in the Manual.

Material Benefits

We do not currently provide any material benefits to you if you buy from sources we approve, but we may do so in the future.

Purchasing or Distribution Cooperatives

Currently you are not required to participate in a purchasing or distribution cooperative. We do not anticipate that during the term of your Franchise Agreement that you will be required to participate in an advertising cooperative.

ITEM 9 **FRANCHISEE'S OBLIGATIONS**

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

Obligation	Item in the Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	FA: Item 3	Items 7 and 11
(b) Pre-opening purchases/lease	FA: Items 3 and 8	Items 7 and 11
(c) Site development and other pre-opening requirements	FA: Item 3	Items 7 and 11
(d) Initial and ongoing training	FA: Item 6	Items 6, 7 and 11
(e) Opening	FA: Item 3 Attachment 2	Item 11
(f) Fees	FA: Item 4	Items 5, 6, 7 and 8
(g) Compliance with standards and policies/Operating Manual	FA: Items 8, 10 and 11	Items 8, 11, 14 and 16
(h) Trademarks and proprietary information	FA: Items 9 and 10	Items 13 and 14
(i) Restrictions on products/services offered	FA: Item 8	Items 8 and 16
(j) Warranty and customer service requirements	FA: Item 20	Not applicable
(k) Territorial development and sales quotas	FA: Item 1 Attachment 2	Item 12
(l) On-going product/service purchases	FA: Item 8	Items 6 and 8
(m) Maintenance, appearance and remodeling requirements	FA: Items 2 and 8	Item 6
(n) Insurance	FA: Item 12	Items 7 and 8
(o) Advertising	FA: Item 5	Items 6, 7 and 11
(p) Indemnification	FA: Item 21	Item 6
(q) Owner's participation/ management/staffing	FA: Items 8 and 11	Items 11 and 15

Obligation	Item in the Franchise Agreement	Disclosure Document Item
(r) Records/reports	FA: Item 4	Item 6
(s) Inspection/audits	FA: Items 4 and 11	Item 6
(t) Transfer	FA: Item 16	Items 6 and 17
(u) Renewal	FA: Item 2	Items 6 and 17
(v) Post-termination obligations	FA: Item 14	Item 17
(w) Non-competition covenants	FA: Item 15	Item 17
(x) Dispute resolution	FA: Item 22	Item 17
(y) Liquidated Damages	FA: Item 14	Item 6

ITEM 10 **FINANCING**

We do not offer direct or indirect financing. We do not guarantee, and or secure your note, lease or any other obligation.

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

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Business, we will:

1. Provide you, your operating partner, or your designated manager, at no additional charge, with the Initial Training Program in System standards, specifications, methods and techniques and additional assistance (FA, §§6.02, 7.01);
2. Provide you access to the Manual, as well as such additions and modifications thereto as we may, in our sole discretion, issue from time to time (FA, §10.01);
3. Provide, upon your request, such periodic continuing individual or group advice, consultation, and assistance, rendered in person, by periodic correspondence (electronic or otherwise), field visits, or telephone or written communications made available from time to time to all franchisees of the System, as we may deem necessary or appropriate to assist you in conforming to the requirements of the System. Such continuing advice may include, but not be limited to, such topics as products and services to be offered to customers, improvements and developments in operating the real estate title and settlement services business, pricing, administrative, bookkeeping, accounting and procedures, and operating problems encountered by you (FA, §§3.03, 7.01(e)).

Site Selection and Opening

If state law requires you to operate your Business from a physical location, then you agree to identify an acceptable location for your office and obtain our written approval of the location within ninety (90) days

from the time you sign your Franchise Agreement. We will respond to your location request within ten (10) days after you submit it. At your request, we may assist you in designating the location of the office, although we will not conduct site selection activities for you. If we and you cannot agree on an acceptable location and you do not open your Business within 180 days after the date on which your Franchise Agreement is executed, we may terminate your Franchise Agreement and you will forfeit the non-refundable Initial Franchise Fee and non-refundable \$2,400 Initial Training Fee.

We will consider a number of factors in evaluating your request for our approval of an office site. The site location for your office must comply with all applicable laws and the requirements established by the authorized licensing entity for the state in which your office will be located. We will also consider certain physical and commercial characteristics, which include, square footage, visibility, signage, being located in an acceptable commercial location such as a strip shopping center, commercial office building or other appropriate commercial business location. Your office should present a professional image, comfortably accommodate the number of staff that will occupy the office, be suitable for customer meetings, and be capable of being locked and secured. Will we give you suggested specifications and layouts for an office, but it is your responsibility to prepare a site survey, construction plans and comply with all laws and regulations. You will be responsible for ensuring the office location and premises conform to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises. We do not provide assistance with providing equipment, signs, fixtures, and supplies. We generally do not own property leased to franchisees for office locations.

You must open your Business within 120 days from the time you sign your Franchise Agreement, unless you must operate your Business from a physical location, in which case you must open your business within 180 days from the date that you sign your Franchise Agreement (FA, §§3.01.3.02)

We estimate that the time required for you to obtain your title agency license, appoint a licensed title agent, purchase the required insurance coverage, and open your office will be, based on our historical experience, approximately 60 to 120 days from the time you sign your Franchise Agreement, although licensing may take longer depending on the response times of state licensing agencies, as well as your efforts and you should check with your state licensing agencies to determine if additional delays may result because of current conditions or government orders that impact state agency operations.

The specific timetable for opening and operating your Business from the time you sign your Franchise Agreement depends on the office location; hiring a licensed title agent; obtaining title agency licensing; completing training; purchasing required insurance coverage; the delivery schedule for equipment and supplies, and complying with state and local laws and regulations. You may not open or begin operating your Business until: (1) we notify you in writing that the office location has been approved; (2) you complete Initial Training to our satisfaction; (3) you give us certificates or other evidence we require for all insurance policies we may require; (4) you are duly licensed as a title agency and you appoint a licensed title agent, and (5) you have completed your title production software implementation within your Computer System.

You are solely responsible for all employment decisions for your Business, including hiring, firing, remuneration, personnel policies, training, benefits, and maintaining supervision and disciplines, regardless of whether you received advice from us on any of these subjects. At your request we will provide a list of recommended qualifications for employment positions and provide assistance in identifying and screening potential candidates for employment.

Continuing Obligations

During the operation of your Business, we will:

1. Provide guidance and assistance in the operation of your Business by or through the Manual, electronic messaging, and written correspondence (FA, §§6.04, 7.01(e)).
2. Upon your request, provide periodic continuing individual or group advice, consultation, and assistance, rendered in person, through video conferencing by periodic correspondence (electronic or otherwise), or telephone or written communications of the System, as we may deem necessary or appropriate to assist you in conforming to the requirements of the System. Such continuing advice may include, but not be limited to, such topics as products and services to be offered to customers, improvements and developments in operating your TitleEase Business, pricing, administrative, bookkeeping, accounting procedures, and operating problems encountered by you (FA, §§6.04, 7.01(e)).
3. Approve individual advertising you propose to use to promote your Business (FA, §5.03).
4. Provide indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your proper use of any of the Proprietary Marks (including settlement amounts), if you and your owners have fully complied with the terms of your Franchise Agreement (FA, §9.14).
5. Provide you with new, modified or supplemented standards for the System that, in our sole discretion, are beneficial or necessary to maintain the uniformity and goodwill of the System (FA, §§3.01, 7.01(d)).
6. Hold virtual meetings with our franchisees, which we may hold on an annual basis or at such times that we may determine on a regional or national basis and for which you are required to attend (FA, §7.03).
7. Give you, upon request, reasonable quantities of marketing materials and other promotional materials developed from, time-to-time, for use in TitleEase Franchises. You shall pay for such materials in accordance with our then quoted price, plus delivery cost (FA, §7.01(h)).
8. We may, in our sole discretion, establish an intranet or similar internet-based venue via our Website for our franchisees to access, among other things, updates to the Manual, changes in policies and procedures, upcoming events and marketing information. Access to such intranet shall be password based, and you agree that all information obtained via such intranet shall be deemed confidential information and subject to the covenants of confidentiality contained in this Agreement §7.04

No Advertising Fund

We do not have a national, regional, or local advertising fund to which you must contribute.

We have the right to direct all marketing activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation. We also have the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of these marketing and promotional activities. While we intend to promote the general public recognition of the Proprietary Marks and patronage of the TitleEase Businesses, we have no obligation to make sure that expenditures in or affecting any geographic area are proportionate or equivalent to franchisees operating in any particular

geographic area, or that any TitleEase business will benefit directly from our marketing, advertising, or promotional initiatives or efforts.

Individual Advertising

We recommend that you conduct individual advertising for your Business. Your individual advertising may be conducted on a local, regional or national basis at your discretion and in the form that you determine. You are not required to spend any specific amount for this advertising. (FA, §5.2).

You are not required to include language in your local advertising, such as “Franchises Available” and our Website address and telephone number (FA, §5.03).

No Cooperative Advertising

We do not require you to engage in any cooperative advertising program.

No Grand Opening Advertising Campaign

We do not require you to spend any amounts of money for any initial or grand opening advertising campaign.

Franchisor Advertising

We may, but are not required to, spend funds to advertise your Business within the Territory or within the territory of any franchisee.

Advisory Councils

We do not have any advisory councils to advise us and work with us to improve the System, including advertising, methods of operations, new products and services, and other matters. (FA, §505).

Website / Intranet

Websites (as defined below) are considered as “advertising” under the Franchise Agreement, and are subject (among other things) to our review and prior written approval before they may be used (as described below). As used in the Franchise Agreement, the term website means an interactive electronic document contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the Business’s, Proprietary Marks, us, or the System. The term website includes Internet, intranet, and World Wide Web home pages. In connection with any Website, under the Franchise Agreement you may not establish a website related to the Proprietary Marks or the System, nor may you offer, promote, or sell any products or services, or make any use of the Proprietary Mark, through the Internet without our prior written approval. As a condition to granting any consent, we will have the right to establish any requirement that we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our Website (FA, §5.04).

We will have the right to establish a website or other electronic system providing private and secure communications (*e.g.*, an intranet) between us, our franchisees, and other persons and entities that we decide are appropriate. If we require, you must establish and maintain access to the intranet in the manner we designate. Additionally, we may periodically prepare agreements and policies concerning the use of the intranet that you must acknowledge and/or sign (FA, §§5.04, 7.04).

You are strictly prohibited from promoting your Business or using the Proprietary Marks in any manner on social and/or networking websites, such as Facebook, LinkedIn, Instagram, and Twitter, without our prior written consent. We will oversee all social media initiatives (FA, §5.04).

Computer System

You must obtain and maintain during the term of your Franchise Agreement computer hardware and software meeting our specifications. The computer hardware is typically a desktop or laptop computer and can be obtained from any source but must be PC or MAC compatible, with a minimum amount of memory, processor speed, and meeting other requirements that we may specify from time-to-time. In addition to desktop and laptop computers, you will need at least one multi-function printer with scanning and faxing capabilities.

You must maintain your systems on-line to provide full, twenty-four (24) hour access for computer systems used by us and you must promptly update and otherwise change your computer hardware and software systems as we require from time to time, at your expense.

The types of data to be generated or stored in the Computer System include title insurance data, real estate transaction data, customer information, and other types of data and information directly and indirectly related to the day-to-day operation of your TitleEase Franchise. We will have independent access to the information generated and stored in the computer system. There are no limitations on our use of the information resulting from your use of the Computer System.

We estimate that the cost to acquire a computer system that complies with these requirements to be between \$1,500 and \$2,000 for each computer and \$500 to \$1,000 for each multifunction printer. It is difficult to estimate the annual cost of maintaining or upgrading your computer system because it will depend on many variables such as the age, and total number, of computers you choose to have in your office, your usage and security practices, the cost of third party maintenance services in your area, as well as technological advances that we cannot predict at this time.

You will also be required to install and maintain a current version of the Microsoft Windows operating system and required software package, which must be installed and licensed through our approved provider. You will be obligated to upgrade or update software and there are no contractual limitations on the frequency and cost of these obligations. The cost to license the required software package is included in the Technology Set-Up Fee (\$1,600) and the monthly Technology Fee (from \$150 to \$255 per month)per user, and will depend in part on technological advances which we cannot predict at this time.

We have the right to periodically change our standards. We do not represent that these computer specifications will be sufficient to run any additional software. Our standards are simply the minimum requirements to operate a TitleEase Franchise.

You will be required to install on your computer system and utilize our approved title production software, which is provided by a third-party vendor. As of the date of this disclosure document our approved title production software is Qualia, a widely recognized software commonly utilized within the title insurance industry. At this time, you are not required to enter into any direct contracts with Qualia for the maintenance, updating, upgrading or support for the use of its software. You will license the title production software through a sub-license agreement between you and us. We will be responsible for direct communication with the vendor as well as managing helpdesk tickets, scheduled and/or unscheduled software updates, and

other changes to the software. We have the right to change software vendors at any time and will provide advanced notice to any changes.

We will not provide maintenance for your computer hardware. It is recommended that you obtain a service agreement with a local or nationally supported computer vendor that can provide same day (or at least next day) parts and service if repair and support are not covered under the warranty. As an example, if you need one to five hours of third-party maintenance services per month, it may cost you between \$75 to \$500 per month (\$900 to \$6,000 per year) for one computer system.

You must ensure that any technology you use in connection with the Business, has appropriate data security controls, including but not limited to the following: (i) authentication mechanisms designed so that they cannot be bypassed to gain unauthorized access to systems, (ii) encryption; and (iii) password protection measures, such as protecting the form in which they are stored and complexity of character classes and password length.

You will be solely responsible for protecting your computer systems from viruses, malware, spyware, malicious code, communication disruptions, Internet access and content failures, and attacks by hackers and other unauthorized parties and you must take steps to secure your systems, maintain security and remain in compliance with privacy and data security laws and regulations. We recommend that you take steps to protect yourself from social engineering attacks that would compromise your password as you will be responsible/liable for any losses and damages that result.

We require a high-speed broadband connection for your TitleEase Franchise. We recommend you contact your local or national Internet Service Providers for information on the services available.

Confidential Operations Manual

We will grant you the right to use the Manual and any other manuals designated for use with the System. The Manual contains our mandatory specifications, standards, methods, techniques and procedures and shall be kept confidential by you at all times. The Table of Contents for our Manual is attached to this Disclosure Document as Exhibit F. It has approximately 104 pages and is kept in electronic format and may be accessed by you only on the TitleEase *Online* Franchisee Intranet (FA, §§7.01(f), 10.1).

You shall operate your Business in accordance with the Manual. We shall have the right to add to, and otherwise modify the Manual from time-to-time, to reflect changes in the Approved Products and Services, the System, or the operation of the Business. The Manual shall at all times remain our property, and you shall promptly discontinue your use of the Manual, delete all electronic files, and destroy all copies of any portion of the Manual that you copied, upon the termination or expiration of your Franchise Agreement. In the event a dispute arises as to the contents of the Manual, the master copy maintained by us shall be controlling (FA, §10.01).

Training Programs (Initial & Additional)

Before your Business opens, we will provide the Initial Training Program which you must successfully complete not later than 120 days after you sign the Franchise Agreement. Such training program shall be held electronically through our selected video platform. We may require such training to be in-person if we determine that it is more beneficial to the System. All costs and expenses incurred (including, without limitation, the cost of travel, food, accommodations and wages) by you and any manager or partner you bring to attend the training program, shall be paid by you. If you wish to send additional trainees to the

Initial Training Program, either before the Business opens or while it is operating, you may do so, but you shall pay to us the then-current Initial Training Program Fee for additional persons beyond the 2 persons permitted pursuant to the Franchise Agreement (FA, §§6.02, 7.01).

We anticipate conducting our initial training program on a monthly basis.

If we determine that you and/or your designee(s) cannot or have not completed the training program to our satisfaction, you and/or your designee(s) have the opportunity to re-take our Initial Training Program at your expense, including our then-current Initial Training Program Fee. If you and/or your designee(s) fail to complete the Initial Training Program a second time, we may terminate your Franchise Agreement pursuant to Section 13.1 of the Franchise Agreement (FA, §§6.02, 13.02).

We reserve the right to hold periodic refresher or additional training courses, and we may designate that attendance at these training courses be mandatory for any of your employees. You must pay our then-current per hour and per person fee for refresher or additional training, as well as the cost for you and/or your employees to attend the courses, including travel, lodging, meals and applicable wages. If you or any of your employees are not able to attend a mandatory training course, we reserve the right to require you to send the employees to our training facility for the mandatory training (FA, §6.02).

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Administration & Orientation	6		On-Line
Real Estate Services Part 1	6		On-Line
Real Estate Services Part 2	6		On-Line
Staff Management and Franchise Support	4		On-Line
Sales and Marketing	2		On-Line
Total	24		

While all aspects of the training program are integrated, we may designate appropriate starting and stopping times. We may adjust our training program based on an individual's needs and/or prior experience.

The Initial Training Program will be directed by Jennifer S. Johnson, Esq., our President, who has at least 10 years of relevant experience. We reserve the right to make changes in our trainer(s) as we deem necessary and advisable without prior notice. All trainers will have a minimum of 5 years relevant experience.

ITEM 12

TERRITORY

Franchise Agreement

Your Franchise Agreement grants you the right to operate your Franchise Business within any state in the United States where you and we are licensed to offer and provide the Approved Products and Services. We designate this territory as the (“Territory”). The Territory granted by us is a non-exclusive territory. Throughout the Initial Term of your Franchise Agreement and any renewals thereof, you may elect to expand or reduce the Territory with our prior written approval. Subject to your request and our prior written approval you may choose to operate your Franchise Business from a single location or multiple locations within the Territory. We must approve the specific location in the Territory where you operate your Business.

You will not receive an exclusive territory. You may face competition from other franchises, from businesses that we own, or from other channels of distribution or competitive brands that we control. At all times throughout the term of your Franchise Agreement and any renewals hereof, and at all places, we retain the unqualified right to open and operate, or to franchise and license others to open and operate, businesses utilizing the System anywhere, even within your Territory.

We have the right to solicit, offer and provide the Approved Products and Services within the Territory. We and/or our affiliates reserve the right to use other channels of distribution, including the Internet and direct marketing, within the Territory using our Proprietary Marks or using trademarks other than those that you will use. We and/or our affiliates are not obligated to pay you any compensation for soliciting, offering, or providing the Approved Products and Services within the Territory.

You may not solicit or offer to provide the Approved Products and Services outside the Territory unless you receive our prior written permission. You may however use various channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing to customers located outside the Territory as long as the Approved Products and Services are intended to be provided within the Territory. For example, you may solicit a customer located outside the Territory who requires the Approved Products and Services to be provided within the Territory.

The license granted herein does not include any right to provide any service or sell any product at or except within the Territory granted to you. Use by you, directly or indirectly, of the System, the Proprietary Marks licensed hereunder, or the sale of any product or service in any territory, other than from within the Territory designated by us shall be a material breach of your Franchise Agreement and shall give us, in addition to all other rights and remedies hereunder, the right to terminate your Franchise Agreement. You shall not sell the Approved Products and Services or similar products and services and products outside your Territory, but you may market or advertise your Business anywhere inside or outside your Territory.

Your Franchise Agreement does not give you any right to relocate your Business within the Territory designated to you or to any area outside of the Territory without our prior written approval.

Reservation of Rights

Except as otherwise expressly provided in your Franchise Agreement, we and our Affiliates reserve all of our respective rights and discretion with respect to the Proprietary Marks, the System, and your Business anywhere in the United States and the right to engage in any business whatsoever, including: (a) the right to operate, and grant to others the right to operate or authorize others to operate a TitleEase Business within

such territories and on such terms and conditions as we deem appropriate, even inside your Territory set forth in your Franchise Agreement; (b) the right to operate, and grant to others the right to operate not using the TitleEase name in such territories, including your Territory, and on such terms and conditions as we deem appropriate; (c) the right to acquire, merge or consolidate with, be acquired by, operate and expand businesses; and (d) to offer the same or similar products and/or services that you are authorized within in your Territory through other channels of distribution, including, but not limited to internet offered services.

We and our affiliates Lincoln Abstract and Landwood Title offer and perform title and settlement services for our franchisees and for others outside of the franchise system. Other than this, we have not established other franchises or company-owned outlets or another distribution channel selling or issuing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do within and outside of your Territory.

Other than through our Affiliate Lincoln Abstract & Settlement Services, LLC, at the time of this Disclosure Document, neither we nor our affiliate(s) has established other franchised or company-owned outlets that sell our products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

Your territorial designation does not depend on your achieving a certain sales volume, market penetration, or other sales contingencies.

ITEM 13 **TRADEMARKS**

Under the Franchise Agreement, we grant to you the right to use certain trademarks, service marks and other commercial symbols in connection with the operation of your Franchise. Our primary word mark is “TitleEase” and our primary service marks is “titleease”, with words and design (the “Proprietary Marks”). The Proprietary Marks are owned by our parent company, Lincoln Holdco, LLC that has licensed to us the exclusive right to use the Proprietary Mark in the offer of this Franchise. Our parent company has registered the following marks with the United States Patent and Trademark Office (“USPTO”):

Mark	Mark Type	Registration Date	Registration Number	Register
TTITLEEASE	Word Mark	August 13, 2024	7,472,214	Principal
	Service Mark	August 13, 2024	7,472,215	Principal

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, nor is there any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which may be relevant to their use in this state or in any other state. Our parent company intends to file all affidavits and other required documents to maintain our interests in and to the Proprietary Marks.

Other than set forth above, there are no agreements currently in effect which limit our right to use or to license others to use the Proprietary Marks.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We will direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We may defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with your Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be paid by us. If we determine that you have not used the Proprietary Marks in accordance with your Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be yours. In the event of any litigation relating to your use of the Proprietary Marks, you must sign any and all documents and do any acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except if this litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of your Franchise Agreement, we will reimburse you for your out-of-pocket costs in doing these acts.

There are no infringing uses actually known to us that could materially affect your use of the Proprietary Marks in this state or elsewhere.

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it, at our sole discretion. You must implement any modified or substituted proprietary mark as we direct, at your own cost. We are not obligated to reimburse any of your costs related to a change or substitution of a proprietary mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any patents, pending patents, copyrights or pending copyrights that are material to the franchise.

Although we have not filed an application for a copyright registration for the Manual, we claim a copyright and the information in it is proprietary and confidential. We also claim a copyright on the TitleEase Website, materials, brochures, and other documentation.

You must promptly notify us of any suspected unauthorized use of the patent or copyright, any challenge to the validity of the patent or copyright, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the patent or copyright. We will direct and control any administrative proceeding or litigation involving the patent or copyright, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the patent or copyright. We may defend you against any third-party claim, suit or demand arising out of your use of the patent or copyright. If we, in our sole discretion, determine that you have used the patent or copyright in accordance with your Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be paid by us. If we determine that you have not used the patent or copyright in accordance with your Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement,

will be yours. In the event of any litigation relating to your use of the patent or copyright, you must sign any and all documents and do any acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except if this litigation is the result of your use of the patent or copyright in a manner inconsistent with the terms of your Franchise Agreement, we will reimburse you for your out-of-pocket costs in doing these acts.

There are no material determinations of the USPTO, the U.S. Copyright Office, or any court regarding the patent and the copyright described above. There is no agreement that limits the use of the patent and/or copyright.

We reserve the right to stop using any patented or copyrighted item and to substitute different patents and/or copyrights, at our sole discretion. You must implement any modified or substituted patents and/or copyrights as we direct, at your own cost. We are not obligated to reimburse any of your costs related to a change or substitution of a patent or copyright.

Confidential Operations Manual

You must operate your Franchised Business according to the standards, methods, policies and procedures specified in the Manual. You will have access to the Manual online for the term of your Franchise Agreement. You will receive access to the Manual after you sign your Franchise Agreement.

You must treat the Manual, any other of our manuals which are used in the operation of your Franchised Business, and the information in them as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part or otherwise give them to any unauthorized person. The Manual will remain our sole property.

We may revise the contents of the Manual, and you must comply with each new or changed standard. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by us will be controlling.

Confidential Information

You must not, during the term of your Franchise Agreement, or after the term of your Franchise Agreement, communicate, divulge or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to you or which you may learn because of your operation under the terms of your Franchise Agreement. Confidential information includes methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a TitleEase Franchise, and any other information that we designate as proprietary or confidential. You may divulge this confidential information only to those of your employees who must have access to it to operate your TitleEase Business. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will be deemed confidential for purposes of your Franchise Agreement.

You must have your manager and any personnel having access to any of our confidential information sign agreements that say that they will maintain the confidentiality of information they receive in connection with their employment by you at your TitleEase Business. The agreements must be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the covenants with the independent right to enforce them and that they prohibit any direct or indirect ownership in a competing

business. A copy of our acceptable confidentiality agreement is attached to the Franchise Agreement as Schedule 8.

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

We expect that you will participate in the daily operation of your Business. If you do not participate in the Business's daily operation, you must employ a manager for this purpose. The manager must meet our criteria (be approved by us and have satisfactorily completed the Initial Training Program. You must also maintain a competent, conscientious, trained staff sufficient to adequately provide the Approved Products and Services. You must comply with all applicable laws in your employment of managers, instructors and staff, and you must not harm the goodwill associated with the System and the Proprietary Marks (this requirement may affect who you employ). Depending upon the state in which you operate, your employees may be required to be licensed by the appropriate state regulator in order to legally provide the Approved Products and Services. It is your responsibility to research, understand and comply with these laws

The manager will not need to have an equity interest in your Business. The manager must attend and complete the Initial Training Program, as described in Item 11. The manager and other key employees also will have to sign an agreement not to compete with businesses under the System while employed by you and for one year after their employment ends. Both your employees and any independent contractors and/or technicians that you retain must sign an agreement not to reveal confidential information obtained while retained by you. See Item 17 for a description of these obligations.

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under your Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "Guaranty and Assumption of Obligations" is Schedule 1 to the Franchise Agreement.

You must operate the Franchised Business in strict conformity with all applicable federal, state and local laws, ordinances and regulations. These laws, ordinances and regulations vary from jurisdiction to jurisdiction. You must learn of the existence and requirements of all laws, ordinances and regulations applicable to the Business in your jurisdiction and to adhere to them and to the then-current implementation or interpretation of them.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Business solely for the operation of the TitleEase Business. You must keep your Business open and in normal operation during the hours we specify, subject to applicable law. Our required operating hours will be included in the Manual. You must not use or permit the use of the Business for any other purpose or activity at any time without first obtaining our written consent. You must operate the Business in strict conformity with the methods, standards and specifications we may require in the Manual or in writing. You must not change the standards, specifications and procedures without our prior written consent.

You must sell or offer for sale only those products and services that we have approved for sale in writing; you must sell or offer for sale all types of products and services specified by us; you may not change our standards and specifications without our prior written consent; and you must stop selling and offering for sale any products or services which we may, in our discretion, disapprove in writing at any time. We reserve

the right to require you to have a sales presentation or a sales presentation page on our Website. We have the right to change the Approved Products and Services.

The System may be periodically supplemented, improved or modified by us. You must comply with all of our reasonable requirements in that regard, including offering and selling new or different products or services as specified by us.

You are restricted by your Franchise Agreement, the Manual and any other practice or custom with respect to the goods or services which you may offer, which must be approved by us. You are not restricted as to the customers whom you may solicit or service in your Territory. .

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Article in Franchise Agreement	Summary
a. Length of franchise term	Article 2	5 years (Exhibit C)
b. Renewal or extension of the term	Article 2	Renewal term is for 5 years, subject to performance of contractual requirements.
c. Requirements for you to renew or extend	Article 2	You must: provide us with written notice that you wish to renew your Franchise Agreement not less than 6 months but no more than 12 months prior to the end of the Initial Term of your Franchise Agreement; be in substantial compliance under your Franchise Agreement and all other agreements with us and/or our Affiliates; be current in all payments to us and any of our Affiliates; sign a general release; sign a renewal Franchise Agreement; and pay the Renewal Fee. You will be required to sign a new franchise agreement that may contain materially different terms and conditions than your original contract, but you will not be required to pay a new initial franchise fee. You also will be required to sign a general release.
d. Termination by you	Article 13	You have the right to terminate your Franchise Agreement if we breach a material provision of the Franchise Agreement and fail to cure after 60 days written notice to us.
e. Termination by us without cause	Not Applicable	Not Applicable

Provision	Article in Franchise Agreement	Summary
f. Termination by us with cause	Article 13	We have the right to terminate your Franchise Agreement in certain circumstances, although some breaches are subject to cure.
g. “Cause” defined – curable defaults	Article 13	We shall have the right to terminate your Franchise Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon 30 days’ written notice to you, if you breach any other provision of your Franchise Agreement and fail to cure the default during such 30 day period. Defaults shall include, but not be limited to, the following: You fail to maintain the then-current operating procedures and standards established by us as set forth herein or in the Manual or otherwise communicated to you; You engage in any unauthorized business or practice or sell any unauthorized product or service under the Proprietary Marks or under a name or mark which is confusingly similar to the Proprietary Marks; You fail, refuse or neglect to obtain our prior written approval or consent as required by your Franchise Agreement; You fail or refuse to comply with the then-current requirements of the Manual; or You fail to comply with any other provision of your Franchise Agreement or any specification, standard or operating procedure prescribed by us and do not correct such failure within 10 days (or 30 days if this is the first non-compliance or breach) after written notice from us (which shall describe the action that you must take) is delivered to you.
h. “Cause” defined – non-curable defaults	Article 13	You intentionally or negligently disclose to any unauthorized person the contents of or any part of our Manual or any other trade secrets or confidential information of ours; you abandon the Business, which means that you have not issued any title insurance policies within the last 30 days or you have no title insurance policies scheduled to issue within the next 30 days from the date we notify you of your breach of the Franchise Agreement, or you otherwise indicate an intent by you to discontinue operation of the Business, unless such abandonment is due to causes beyond your control and not related to your availability of funds; You, or any of your partners, if you are a partnership, or any of your officers, directors,

Provision	Article in Franchise Agreement	Summary
		shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your Business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a <i>supersedeas</i> bond is filed); if you are dissolved; if execution is levied against your Business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable; You or any owner of greater than 20% of your entity or operation is convicted of a felony, a crime involving moral turpitude, or any crime or offence that is reasonably likely, in our sole opinion, to materially and unfavorably affect the Business, the Proprietary Marks, or the goodwill or reputation thereof; You do not pay an amount owing to Franchisor or to an affiliate of Franchisor when due (whether or not owing under your Franchise Agreement) and continues in such default for more than 5 days after receiving notice of default; You misuse or fail to follow our directions and guidelines concerning use of the Proprietary Marks and fail to correct the misuse or failure within 10 days after notification from us; You have received 3 notices of default with respect to your obligations hereunder from us within any 12 month period, regardless of whether the defaults were cured by you; You sell, transfer or otherwise assign yourself, an interest in the Franchise or the Franchisee entity, your Franchise Agreement, the

Provision	Article in Franchise Agreement	Summary
		Business or a substantial portion of the assets of the Business owned by you without complying with the provisions of Item 16; You fail or refuse to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submit such reports more than 10 days late on 2 or more occasions during the term unless due to circumstances beyond your control; You sell or offer for sale any unauthorized merchandise, product or service; You do not open for business within 90 days after signing your Franchise Agreement unless you must operate your Business from a physical location, in which case you must open your Business within 150 days from the date you sign your Franchise Agreement; You contest in any court or proceeding the validity of or our ownership of or rights to the Proprietary Marks; You are a corporation or other business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate such entity without our prior written consent; You fail to successfully complete our training or retraining course(s) and scheduled meetings; You receive from us during the term and any renewal terms 3 or more notices of default regardless of whether such notices of default relate to the same or different defaults, or whether such defaults have been remedied by you; You understate Gross Sales for any period the greater of \$5,000 or 3% or more; You fail to comply with all applicable laws and ordinances relating to the Business, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation.
i. Your obligations on termination/non-renewal	Article 14	Pay amounts owed; assignment of telephone numbers to us; discontinue use of Proprietary Marks; terminate any trade name filing; de-identification of premises.
j. Assignment of contract by us	Article 16	No restriction on right to transfer, but our transferee must agree in writing to perform all of our obligations under the Franchise Agreement.

Provision	Article in Franchise Agreement	Summary
k. “Transfer” by You – defined	Article 16	Includes transfer of all or substantially all of the assets of your Business.
l. Our approval of transfer by you	Article 16	We have the right to approve transfers.
m. Conditions for our approval of transfer	Article 16	You are in compliance with your Franchise Agreement; transferee qualifies, completes training and signs our then-current Franchise Agreement; you sign general release; payment of transfer fee; we approve of the sale agreement; you comply with non-competition covenants; you do not use any mark that is confusingly similar to our Proprietary Marks.
n. Our right of first refusal to acquire your business	Article 16	We have a right of first refusal to match any offer you receive to purchase all or a portion of your Business.
o. Our option to purchase your business	N/A	N/A
p. Your Death or disability	Article 16	Franchise must be assigned to approved buyer within six months.
q. Non-competition covenants during the term of the franchise	Article 15	Includes prohibition on owning, operating or participating in any business that offers similar products and services.
r. Non-competition covenants after the franchise is terminated or expires	Article 15	You may not own, operate or participate in any business that offers similar products and services for two years after your Franchise Agreement expires or is terminated and within the territory granted to you.
s. Modification of the agreement	Article 22	Any modifications to your Franchise Agreement must be in writing and signed by both Parties. In addition, whenever we and a super-majority (as hereinafter defined) of the then operating TitleEase Franchises agree to any such amendment. A “super-majority” of the TitleEase franchises shall consist of the owners of at least 75% of all Franchised TitleEase Businesses in the United States of America. Whenever a super-majority of TitleEase Franchises approve an amendment in the manner provided for herein, such amendment shall be binding on all TitleEase Franchises, including you, to the same extent and in the same manner as if the amendment was unanimously approved by all TitleEase Franchises, and regardless whether

Provision	Article in Franchise Agreement	Summary
		you may or may not desire to be bound by the amendment.
t. Integration/merger clause	Article 23	Only the terms of your Franchise Agreement and the Manual are binding (subject to State and Federal laws). Any representations or promises outside of the Disclosure Document and your Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 22	By mediation and arbitration
v. Choice of forum	Article 22	Warwick, Rhode Island (subject to applicable state law)
w. Choice of law	Article 22	Rhode Island (subject to state law)

ITEM 18

PUBLIC FIGURES

We presently do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income you should report it to the franchisor's management by contacting our Chief Executive Officer, Joseph D'Urso in writing at c/o TitleEase LLC, 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886; (877) 696-5462, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2023 to 2025

(Column 1) Outlet Type	(Column 2) Year	(Column 3) Outlets at the Start of the Year	(Column 4) Outlets at the End of the Year	(Column 5) Net Change
Franchised	2023	4	8	4
	2024	8	11	3
	2025	9	12	3
Company- Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	4	8	4
	2024	8	9	1
	2025	9	12	3

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

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

Table No. 3
Status of Franchised Outlets
For years 2023 to 2025

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Termina tions	(Col. 6) Non- Renewa ls	(Col. 7) Reacquired by Franchisor	(Col. 8) Ceased Operations – Other Reasons	(Col. 9) Outlets at End of the Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Colorado	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Termina tions	(Col. 6) Non- Renewa ls	(Col. 7) Reacquired by Franchisor	(Col. 8) Ceased Operations – Other Reasons	(Col. 9) Outlets at End of the Year
	2025	1	1	0	0	0	0	2
Florida	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Georgia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Michigan	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	0	3	0	0	0	0	3
	2024	3	1	1	0	0	0	3
	2025	3	0	1	0	0	0	2
Total	2023	4	4	0	0	0	0	8
	2024	8	2	1	0	0	0	9
	2025	9	4	1	0	0	0	12

Table No. 4
Status of Company and Affiliate-Owned Outlets
For years 2023 to 2025

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Outlets Reacquired from Franchisee	(Col. 6) Outlets Closed	(Col. 7) Outlets Sold to Franchisee	(Col. 8) Outlets at End of the Year
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

As described in Item 1, we do not own or operate any TitleEase businesses.

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

(Column 1) State	(Column 2) Franchise Agreements Signed but Outlet Not Opened	(Column 3) Projected New Franchised Outlets in the Next Fiscal Year	(Column 4) Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	3	0
Arkansas	1	0	0
Colorado	0	2	0
Florida	3	4	0
Georgia	1	2	0
Michigan	0	2	0
Nevada	1	2	0
Oklahoma	0	3	0
Pennsylvania	0	1	0
Texas	1	4	0
Total	7	23	0

A list of the names of all franchisees as well as their addresses and telephone numbers of their businesses are attached to this Disclosure Document, when applicable, as Exhibit D.

As of the issuance date of this disclosure document, no franchisee has had a franchise terminated, canceled, not renewed, otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, or has not communicated with us within 10 weeks of the issuance date of this disclosure document.

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

Confidentiality Agreements

During the last three fiscal years, we have not had any franchisees in the United States sign confidentiality provisions that would restrict their ability to speak openly about their experience with the TitleEase franchise system.

Trademark-Specific Franchisee Organizations

There are no trademark-specific organizations formed by our franchisees that are associated with the TitleEase franchise System.

ITEM 21 **FINANCIAL STATEMENTS**

Exhibit F contains our audited financials statements for calendar years ending December 31, 2023, 2024, and 2025. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

The following agreements and other required Exhibits are attached to this Disclosure Document:

EXHIBIT	DOCUMENT
Exhibit C	TitleEase with attached Guaranty and Assumption of Obligations; Territory Statement;; Transfer of Franchise to a Corporation or Limited Liability Company; Multi-State Amendments to Franchise Agreement; and Franchisee Disclosure Acknowledgment Statement; and Confidentiality and Non-Competition Agreement.
Exhibit G	Mutual Release
Exhibit I	ACH/EFT Transfer Agreement
Exhibit H	Workshare Agreement
Exhibit I	<u>Prior Written Services And Payment Agreement (“Pwa”)</u>

ITEM23 RECEIPTS

You will find two copies of a detachable receipt in Exhibit L at the very end of this Disclosure document. Please sign and date both copies acknowledging receipt of this disclosure and return one of them to us for our files.

EXHIBIT A

LIST OF STATE ADMINISTRATORS

California: California Department of Financial Protection
320 West 4th St., Suite 750
Los Angeles, CA 90013-2344
213-576-7500

Hawaii:
Department of Commerce and Consumer Affairs Business Registration Division
355 Merchant St., Suite 203
Honolulu, Hawaii 96813
808-586-2727

Illinois:
Illinois Attorney General's Office Franchise Bureau
500 South Second Street
Springfield, Illinois 62706
217-782-2538

Indiana:
Indiana Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
317-232-6681

Maryland:
Maryland Division of Securities Office of the Attorney General
200 Saint Paul Place
Baltimore, Maryland 21202
410-576-6360

Michigan:
Michigan Dept. of Attorney General Consumer Protection Division Franchise Section
525 West Ottawa Street
G. Mennen Williams Bldg., 1st Floor
Lansing, Michigan 48933
517-373-7117; Fax: 517-335-1935

Minnesota:
Minnesota Department of Commerce
Securities Section
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
651-539-1500; Fax: 651-297-1959

New York:

NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8222

North Dakota:

North Dakota Insurance & Securities Department
600 East Boulevard Ave., Dept. 401
Bismarck, North Dakota 58505
701-328-2910

Rhode Island:

Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Ave., Building 69-1
Cranston, RI 02920
401-462-9500; Fax: 401-462-9532

South Dakota:

South Dakota Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501-3185
605-773-3563 Fax: 605-773-5953

Utah:

Department of Commerce Division of Consumer Protection
60 East 300 South, 2nd Floor
PO Box 146704
Salt Lake City, Utah 84144-6704
801-530-6601; Fax: 801-530-6001

Virginia:

State Corporation Commission
Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor
Richmond, Virginia 23219
804-371-9051; Fax: 804-371-9911

Washington:
Washington Department of Financial Institutions
Securities Division
150 Israel Road
Tumwater, Washington 98501
360-902-8760

Wisconsin:
Wisconsin Department of Financial Institutions Franchise Registration
Division of Securities
201 W. Washington Ave., Suite 300
Madison, Wisconsin 53703
608-266-8557

EXHIBIT B
STATE SPECIFIC ADDENDA
TO
FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

The franchise agreement requires binding arbitration. The arbitration will occur in North Carolina with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Illinois law governs the Franchise Agreement.
2. Item 17, Additional Disclosures. The following statements are added to Item 17: The Illinois law governs the Agreement(s).

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

3. Franchise Compliance Certificate:

The representations under this Franchise Compliance Certificate are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

In conformance with the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements, adopted September 18, 2022 and effective January 1, 2023, add the following to each Illinois addenda:

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisor will defer the payment of initial franchise fees owed to the franchisor, or its affiliate, by the franchisee until such time as all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

STATE ADDENDUM FOR THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:
There are presently arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1(10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Article 21.3 of the Franchise Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Franchise Compliance Certificate:

The representations under this Franchise Compliance Certificate are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60

days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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 SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3: With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting

from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as Rev. April 18, 2023 2 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 the “Summary” sections of Item 17(c), titled “Requirements for a 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.

4. 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.
5. 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 the franchisee by Article 33 of the General Business Law of the State of New York
6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. Receipts—Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise.

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled. (N.C.G.S. §66-95)

Effective Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

“According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

“No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

Signature of Franchisor Representative

Title of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisee Representative

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

EXHIBIT C

TITLEEASE

FRANCHISE AGREEMENT

FRANCHISEE

DATE

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I GRANT OF FRANCHISE	2
1.01 Grant	2
1.02 Location of TitleEase Franchise.	2
1.03 Non-Exclusivity	2
1.04 Limitations on Sale of the Approved Products and Services.....	2
1.05 Rights Reserved to Us.....	3
ARTICLE II TERM.....	3
2.01 Initial Term	3
2.02 Renewal.....	3
2.03 Failure to Renew	4
2.04 Refusal to Renew Franchise Agreement.....	4
2.05 Renewal Under Law	4
ARTICLE III DEVELOPMENT OF YOUR BUSINESS	4
3.01 Purchase or Lease of Premises.....	4
3.02 Developing and Opening your Business.....	4
3.03 Equipment Fixtures and Signs	5
3.04 Ownership of Telephone Listings	5
3.05 System Changes.....	5
ARTICLE IV FEES AND REPORTING	5
4.01 Initial Franchise Fee.....	5
4.02 Royalty Fee	5
4.03 Advertising Expenditures and Contributions.....	6
4.04 Definition of Gross Sales	6
4.05 Interest on Late Payments	7
4.06 Application of Payments.....	7
4.07 Method of Payment.....	7
4.08 Bookkeeping, Accounting and Records.....	7
4.09 Reports and Tax Returns.....	8
4.10 Inspection.....	8
4.11 Audit	8

4.12	Information from Others	9
4.13	Fee Increases	9
ARTICLE V MARKETING AND PROMOTION		10
5.01	Individual Advertising	11
5.02	Website	11
ARTICLE VI TRAINING AND TECHNICAL ASSISTANCE.....		12
6.01	Managerial Responsibility	12
6.02	Initial Training Program; Additional Training	12
6.03	Hiring and Training of Employees by You.....	13
6.04	Operating Assistance	13
ARTICLE VII OUR DUTIES		14
7.01	Our Duties	14
7.02	System Maintenance	15
7.03	Meetings.....	15
7.04	Intranet	15
ARTICLE VIII YOUR DUTIES		14
8.01	Compliance with Standards and Specifications.....	16
8.02	Licenses and Permits.....	15
8.03	Sale of Approved Products and Services	15
8.04	Advertising; Signage.....	15
8.05	Standards and Specifications; Approved Suppliers	15
8.06	Compliance with Applicable Laws	16
8.07	Franchise Management; No Employment Interference	17
8.08	Payments to Us or Our Affiliates.....	17
8.09	Forms of Payment	17
8.10	Training Requirements.....	19
8.11	Computer Hardware and Software Systems	19
8.12	Mutual Dependence	19
8.13	Variances.....	19
8.14	Relationship with Former Franchisees.....	18
8.15	Parties to Litigation.....	19
8.16	Service Customers	19
8.17	Individual Advertising and Promotion.....	19

ARTICLE IX PROPRIETARY MARKS AND INTELLECTUAL PROPERTY	21
9.01 Proprietary Marks and Intellectual Property	20
9.02 License of Proprietary Marks and Intellectual Property	20
9.03 Ownership of Proprietary Marks and Intellectual Property	20
9.04 Use of Proprietary Marks and Intellectual Property	20
9.05 Approval of Items Using Proprietary Marks and/or Intellectual Property	20
9.06 Cessation of Use after Expiration, Termination or Non-Renewal	21
9.07 Notification of Infringement	21
9.08 Our Right to Defend	21
9.09 You May Use Only Designated Proprietary Marks	21
9.10 Inspection	21
9.11 Copyright and Trademark Symbols	22
9.12 No Right to Deny Use of Proprietary Marks or Intellectual Property	22
9.13 Avoidance of Conflict	22
9.14 Indemnification	22
9.15 Limited License	22
9.16 Name Registrations	23
ARTICLE X OPERATIONS MANUAL AND CONFIDENTIALITY	23
10.01 Confidential Operations Manual	23
10.02 Confidentiality	23
10.03 Customers	24
10.04 Discontinue Use of Manual	24
ARTICLE XI OPERATIONAL REQUIREMENTS	24
11.01 Sole Business	24
11.02 Hours of Operation	24
11.03 Electronic Forms Library	24
11.04 Prior Review of Collection Practices	25
11.05 Compliance with Laws and Ethical Business Practices	25
11.06 Disclosure	26
11.07 Inspection by Us	26
11.08 Other Forms of Agreement	26
ARTICLE XII INSURANCE	26
12.01 Insurance Requirements	26

ARTICLE XIII DEFAULT AND TERMINATION	29
13.01 Franchisee’s Right to Terminate.....	29
13.02 Termination Without Right to Cure.....	29
13.03 Termination With Right to Cure	29
13.04 Cross-Defaults, Non-Exclusive Remedies, etc.	30
13.05 Our Right to Discontinue Services to You	31
13.06 Amendment Pursuant to Applicable Law	31
ARTICLE XIV RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION.....	31
14.01 Payment of Amounts Due.....	31
14.02 Telephone Numbers and Directory Listings	31
14.03 Removal of Proprietary Marks.....	32
14.04 Termination of Trade Name.....	32
14.05 Our Remedies.....	32
14.06 Survival of Certain Terms.....	32
14.07 Applicable Law	32
14.08 Liquidated Damages	32
ARTICLE XV NON-COMPETITION.....	33
15.01 Non-Competition During Agreement	33
15.02 Non-Competition Following Termination, Expiration or Transfer	33
15.03 Amendment of Restrictive Covenants	34
15.04 Other Covenants.....	34
15.05 Confidential and Non-Competition Covenants of Your Employees	34
ARTICLE XVI ASSIGNMENT, TRANSFER AND SALE.....	35
16.01 Assignment by Us.....	35
16.02 Assignment by You.....	35
16.03 Effect of Consent to Transfer.....	37
16.04 Assignment to Corporate Entity.....	36
16.05 Transfer Among Franchisee Individuals.....	37
16.06 Our Right of First Refusal.....	38
16.07 Temporary Operation of Business by Us.....	39
16.08 Death or Incapacity	39
ARTICLE XVII CORPORATE ENTITY FRANCHISEES	39
17.01 Operating Franchise as a Legal Entity	39

ARTICLE XVIII TAXES, PERMITS AND INDEBTEDNESS	40
18.01 Responsibility for Taxes	40
18.02 Compliance with Laws	40
18.03 Notice of Litigation.....	40
ARTICLE XIX DISCOUNTS	40
ARTICLE XX CUSTOMER RELATIONS	40
20.01 Limitation on Products and Services Offered.....	40
20.02 Quality of Service	40
20.03 Employment and Retainer Agreements	41
20.04 Complaints	42
20.05 Legal Actions	41
ARTICLE XXI RELATIONSHIP AND INDEMNIFICATION	41
21.01 Independent Parties.....	41
21.02 Non-Liability.....	41
21.03 Indemnification by Us.....	42
21.04 Indemnification by You	42
ARTICLE XXII DISPUTE RESOLUTION	42
22.01 Litigation, Waiver of Jury Trial; Limitation of Damages, etc.	42
22.02 Prior Notice of Claims by You	43
22.03 Non-Binding Mediation.....	43
22.04 Arbitration.....	43
22.05 Periods In Which to Make Claims	45
22.06 Withholding Consent	45
22.07 Survival and Construction.....	45
22.08 Costs and Attorneys' Fees	46
22.09 Validity and Execution	46
22.10 Binding Effect; No Modifications	46
22.11 Construction.....	46
22.12 Choice of Laws	46
ARTICLE XXIII GENERAL	47
23.01 Joint and Several.....	47
23.02 Rights Cumulative	47
23.03 Entire Agreement and Amendments	47

23.04	Non-Waiver.....	47
23.05	Invalid Provisions; Substitution of Valid Provisions.....	49
23.06	Time of Essence.....	49
23.07	Gender.....	49
23.08	Notice.....	49
23.09	Impossibility of Performance.....	49
23.10	Further Assurances.....	49
23.11	Enforcement.....	49
23.12	You May Not Withhold Payments.....	50
23.13	Changes and Modifications.....	50
23.14	Acknowledgments.....	50
23.15	Compliance with Patriot Act.....	51
23.16	Step-In Rights	51
ARTICLE XXIV TECHNOLOGY		52
24.01	Computer Systems and Required Software	52
24.02	Data	52
24.03	Privacy	53
24.04	Telecommunications	53
24.05	Intranet	53
24.06	Online Use of Proprietary Marks.....	53
24.07	No Outsourcing Without Prior Written Approval	53
24.08	Changes to Technology.....	54

EXHIBITS AND SCHEDULES TO FRANCHISE AGREEMENT

Exhibits

A. Definitions

Schedules

1. GUARANTY AND ASSUMPTION OF OBLIGATIONS
2. TERRITORY STATEMENT
3. TRANSFER OF FRANCHISE TO A CORPORATION OR LIMITED LIABILITY COMPANY
4. STATE AMENDMENTS TO FRANCHISE AGREEMENT
5. FRANCHISEE DISCLOSURE ACKNOWLEDGEMENT STATEMENT
6. CONFIDENTIALITY AND NON-COMPETE AGREEMENT

TITLEEASE LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement” or “Franchise Agreement”) is made and entered into on this _____ day of _____, 20____, by and between TitleEase LLC, a Delaware limited liability company, having its principal place of business located at 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886 (hereinafter referred to as “Franchisor” “Company” “we”, “us” or “our”) and _____, whose principal address is _____ (hereinafter referred to as “Franchisee” “you” or “your”). The parties to this Agreement will be referred to as (the “Parties”).

WHEREAS, we have developed a marketing plan and system (the “System”) for the operation of commercial businesses for the establishment and operation of a Real Estate title and settlement services business providing residential and commercial real estate services (“TitleEase Franchises” or “Business”). The Business uses as a uniform business format and standardized methods and designs, and which are identified to the public by the trademark “TitleEase”, which is owned by our parent company and licensed to us (“Trade-mark Owner”); and

WHEREAS, Franchisor grants franchises to qualified persons and business entities to own and operate a TitleEase Franchise, using the Trademarks and in association therewith to own and operate a real estate title, and settlement services franchise in any state in which you and we have and maintain all required licenses to offer the real estate title, and settlement services contemplated by this Agreement, (hereinafter referred to as the “Territory”), and you understand and accept the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain our high and uniform standards of quality and service in order to protect the goodwill and enhance the public image of the System and the Proprietary Marks; and

WHEREAS, we as the exclusive licensee of the Trademark Owner of the Proprietary Marks have the sole and exclusive right to the goodwill associated with the System, and we are willing to grant the right and license to you on the terms and conditions herein contained, to use the System and the Proprietary Marks; and

WHEREAS, Franchisee has applied to Franchisor for a TitleEase Franchise, and Franchisor has approved Franchisee as a TitleEase Franchisee, based on the information supplied by the Franchisee in your Application for Franchise, including information about his experience and financial resources. You have had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Franchise Agreement by counsel of your own choosing, and you represent and warrant that you have the business experience and financial ability to operate a TitleEase franchise; and

WHEREAS, you acknowledge that you have read this Agreement and our Franchise Disclosure Document (“Disclosure Document”) and that you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain uniform high standards of quality in the TitleEase Franchise System, and to protect the goodwill of the Proprietary Marks; and

WHEREAS, we expressly disclaim the making of any warranty or guarantee, expressed or implied, oral or written, regarding the potential revenues, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have not received or relied upon any such warranty or guarantee; and

WHEREAS, you acknowledge that you have no knowledge of any representations by us, our officers, directors, shareholders or representatives about the Franchise offered hereunder, about us or our franchising programs and policies that are contrary to the statements in the Disclosure Document or to the terms of this Agreement; and

WHEREAS, you acknowledge that this Agreement places detailed and substantial obligations on you, including strict adherence to our reasonable present and future requirements regarding facilities, equipment, suppliers, operating procedures, management methods, merchandising strategies, sales promotion programs and related matters. You acknowledge that future improvements, changes and developments in the System may require additional expense to be undertaken by you.

**BEFORE SIGNING THIS AGREEMENT, YOU SHOULD
READ IT CAREFULLY WITH ASSISTANCE OF LEGAL
COUNSEL.**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE I
GRANT OF FRANCHISE

1.01 Grant

Subject to the terms, conditions and limitations elsewhere in this Agreement, we hereby grant to you a limited-transferable right and license to use the System, the Proprietary Marks and to market, sell and provide the Approved Products and Services in accordance with the System in any territory in which you are licensed to offer real estate title and settlement services, and which is reflected in Schedule 2 of this Agreement (“Territory”). The Approved Services and Products are the only services and products authorized to be offered and sold by you from or at your Business (“Approved Products and Services”).

1.02 Location of TitleEase Franchise.

The right and license granted in Section 1.01 hereof, shall be for the conduct of business anywhere in the United States where you and Franchisor are licensed to offer real estate title and settlement services.

1.03 Non-Exclusivity

Except as otherwise set forth in this Agreement, the franchise and licenses granted to you by this Agreement are non-exclusive and we shall have, at all times throughout the Initial Term as set forth in Section 2.01 of this Agreement and any renewals hereof, and at all places, the unqualified right to open and operate, or to franchise and license others to open and operate, businesses utilizing the System anywhere within the United States.

1.04 Limitations on Sale of the Approved Products and Services

The license granted herein does not include any right to provide any product or service or sell or market through our trademark anything other than real estate title and settlement services where you and we are licensed to do so.

1.05 Rights Reserved to Us

You have no exclusive territory. We and our Affiliates reserve all of our respective rights and discretion with respect to the Proprietary Marks, the System, and your Business anywhere in the world and the right to engage in any business whatsoever, including: (a) the right to operate, and grant to others the right to operate or establish others to operate a real estate title and settlement services business within such territories and on such terms and conditions as we deem appropriate; (b) the right to operate, and grant to others the right to operate not using the TitleEase name in such territories, and on such terms and conditions as we deem appropriate; (c) the right to acquire, merge or consolidate with, be acquired by, operate and expand businesses; and (d) to offer the same or similar products and/or services that you are authorized within any territory in which you are licensed to offer real estate title and settlement services, no matter in what channel of distribution.

ARTICLE II TERM

2.01 Initial Term

This Agreement, unless terminated earlier as hereinafter provided, shall remain in force for an initial term of 5 years commencing on the date of this Agreement (“Initial Term”).

2.02 Renewal

Subject to the provisions of this Section, you shall have one option (exercisable only by written notice delivered to us less than 12 months, but more than 6 months, prior to the end of the Initial Term of this Agreement) to renew the Franchise hereunder for one additional term of 5 years, if:

(a) You have been, throughout the Initial Term of this Agreement, in substantial compliance, and at the expiration of such Initial Term are in full compliance, with this Agreement, and all other agreements between you and us or companies associated or affiliated with us;

(b) You enter into our then-current Franchise Agreement and all other ancillary agreements, instruments and documents then customarily used by us in the granting of franchises (all of which may contain terms substantially different as those herein contained, but which will not obligate you to pay a further Initial Franchise Fee);

(c) At the time the renewal option is exercised and at the time such renewal commences, all monetary obligations to us and any affiliate of ours must be current and must have been current at all times during the preceding 12 months;

(d) You execute a general release running in favor of us, our Affiliates and our respective officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders; and

(e) You pay us the (“Renewal Fee”) prior to the time you sign your renewal Franchise Agreement in the amount of \$10,000.

2.03 Failure to Renew

For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us our then-current Franchise Agreement, the Renewal Fee, and other ancillary documents required by us for a franchise renewal within 30 days after we have delivered them to you. For purposes of this Agreement the term “days” shall be calendar days unless otherwise specifically defined in this Agreement.

2.04 Refusal to Renew Franchise Agreement

We can refuse to renew your Franchise under certain circumstances, including, but not limited to, your failure to substantially comply with the terms of this Agreement, your failure to pay amounts owed to us and/or our Affiliates when due, your failure to cure of any defaults incurred during the Initial Term of this Agreement, and/ or you have during the term of the Franchise Agreement engaged in any activity(s) that we determine has materially adversely affected our reputation, if applicable.

2.05 Renewal Under Law

Even though we decline the renewal of your Franchise, it is possible that we can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the Franchise Agreement we are using for new Franchisees at the time the renewal period begins. If we are not then offering new franchises, your renewal period will be subject to the terms in the Franchise Agreement that we indicate. If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement.

ARTICLE III DEVELOPMENT OF YOUR BUSINESS

3.01 Purchase or Lease of Premises.

Depending upon the state where you operate your Business by law you may be required to operate it from a physical location. In that event, you agree to lease, sublease or purchase the Premises within 90 days after the Agreement Date. We have the right to approve the terms of any lease, sublease or purchase contract for the Premises, which approval will not be unreasonably withheld. You agree to deliver a copy of such lease, sublease or purchase contract to us for our approval before you sign it. You agree that any lease or sublease for the Premises shall be, in form and substance, satisfactory to us and shall: (a) provide for notice to us of your default under the lease or sublease and an opportunity for us to cure such default; and (b) include an acknowledgment by the lessor and/or sublessor that we have no liability or obligation whatsoever under the lease or sublease.

3.02 Developing and Opening your Business

You are solely responsible for developing and operating your Business and for all associated expenses. For your Business we will furnish you an electronic confidential operations manual (the ‘Manual’) for a real estate title and settlement services business. You may modify your Businesses’ construction build-out to the extent necessary to comply with all applicable laws, regulations, ordinances, building codes and permit requirements (including the Americans with Disabilities Act and the Occupation Safety and Health Act) and any lease requirements and restrictions. You agree to submit such plans and specifications to us for our approval before starting to develop the Premises. All development must comply with all applicable laws, ordinances and local rules and regulations. We may periodically inspect the

Premises during its development. Your Business may not be opened for business until we notify you that all our requirements for opening have been met. The date of our formal notification to you that such requirements have been met shall be deemed the "Opening Date" for purposes of this Agreement. You agree to open your Business within 90 days after the Agreement Date, unless you are required to operate from a physical location, which in that case you are required to open your Business within 150 days after the Agreement date. However, if a failure to open your Business within the applicable time frame due to reasons beyond your control (such as acts of God, unavoidable delays in obtaining zoning permits or unavoidable construction delays), we agree to grant a reasonable extension of time for you to open your Business.

3.03 Equipment Fixtures and Signs

You agree that all signs that you purchase or lease for your Business shall meet our standards and specifications. You agree that all fixtures and equipment that you purchase or lease for your Business shall be of the types, brands and models that reasonably meet industry standards, including but not limited to, quality, performance and safety.

3.04 Ownership of Telephone Listings

You will arrange to have telephone service connected for your Business. You may list the telephone listing using our Proprietary Marks, but not in our corporate name. You agree to pay all telephone company charges for such telephone numbers and to reimburse us if we have to pay any such charges. You agree not to place any restrictive codes on the telephone numbers for your Business without our consent. You agree not to terminate any such telephone numbers during the Initial Term

3.05 System Changes.

You acknowledge that Franchisor may have to change the System from time to time to meet competitive trends, to preserve and enhance the TitleEase image and to maintain efficiency and profitability of Franchisees. Therefore, we may change any of the elements of the System from time to time, including but not limited to introducing new trade-marks, products, services, standards, policies, procedures and techniques, and Franchisee shall promptly accept and implement all such changes at Franchisee's expense.

ARTICLE IV FEES AND REPORTING

4.01 Initial Franchise Fee

In consideration of the grant of this license, on signing this Agreement, Franchisee shall pay to Franchisor an initial payment of which includes an Initial Franchisee Fee of \$10,000, for up to 3 Territories the Initial Training Program Fee of \$2,400, and a Technology Set-Up Fee of \$1,600 per registered user. These amounts shall be deemed to be fully earned by Franchisor. No portion of the Initial Payment is refundable under any circumstances.

4.02 Royalty Fee and Technology Fee

Throughout the Term of the Franchise Agreement, unless a Texas Territory, you shall pay to us a continuing monthly royalty equal to 5% of the Gross Sales for the previous month ("Royalty Fee"). For a Texas Territory, you shall pay to us a royalty equal to \$250.00 for each file closed. In Texas, the Royalty

Fee is payment for administrative services performed in the previous month pursuant to a Master Services Agreement between Franchisor and Franchisee. The monthly Royalty Fee shall be due by the 5th business day of the following month. For purposes of clarity, the Royalty Fee for August Gross Sales shall be due by the 5th business day in the succeeding September.

You shall pay to us a monthly technology fee (“Technology Fee”) for the required or designated software, systems, and technology related services to operate the Business, including without limitation business management platform system, workspace and business software, email accounts, and so forth. The current Technology Fee is \$150 to \$255 per month depending on the services required and selected. We may adjust this fee upon 60 days’ notice as costs related to software, system, technology and related services increase.

4.03 Advertising Expenditures

In every month throughout the Term, beginning with the first month of the operation of the Business, Franchisor recommends that Franchisee shall spend in each month a minimum of 1% of Franchisee’s Gross Sales on advertising and promotion of its TitleEase Franchise. Notwithstanding the foregoing, the fees set forth in Sections 4.2 and 4.3 may be increased pursuant to the terms set forth in Section 4.13 of the Agreement.

4.04 Definition of Gross Sales

For the purposes of this Section “Gross Sales” means total of the actual selling prices of all products and services sold and performed by Franchisee in association with System and all other receipts and receivables of any nature from all business conducted by Franchisee, in offering real estate title and settlement services under our trademarks, including proceeds of any business interruption insurance, in each case whether evidenced by check, cash, credit, charge account, exchange or otherwise, without deduction for bank charges, uncollectible credit accounts, charges made by collection agencies or bad debts. In order to calculate Gross Sales they shall be net of (i) the portion of the title insurance premium paid to the underwriter issuing the policy, (ii) when applicable, fees paid to third-party settlement agents engaged to conduct closings on behalf of Franchisee and/or Franchisor, (iii) title search or abstractors costs, (iv) technology expenses at the file level, and (v) overnight carrier and banking fees. Each charge or sale made on installment or credit shall be treated as a sale for the full selling price in the month during which the charge or sale is made, regardless of when Franchisee receives payment. Gross Sales also does not include the amount of any sales tax or document stamp tax imposed by any federal, state or local governmental authority directly on the Approved Products and/or Services and collected from customers at the point of sale by Franchisee acting as agent for such authority, provided that the amount of tax is added separately to the selling price and does not form part of the quoted price for the article or service and is actually paid by Franchisee to the taxing authority.

If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

(a) Gross Sales shall be deemed received by you at the time any payment is received by you, whether such payment represents an installment or partial payment or payment in full for any of the products and/or services sold, contracted for or rendered. Gross Sales consisting of property or services shall be valued at the prices applicable, at the time such Gross Sales are received for the products or services exchanged for such Gross Revenue.

(b) You shall report the monthly Gross Sales to us at the time of your Royalty Fee payment pursuant to Section 4.02 of this Agreement on such form and in such detail as may be prescribed from time to time by us.

(c) If you do not report your Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last Royalty that we debited. If the Royalty we debit are less than the Royalty you actually owe us, once we have been able to determine your true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty we debit are greater than the Royalty you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following week.

4.05 Interest on Late Payments

To encourage prompt and timely payment of the Royalty Fees, and to cover the costs and expenses involved in handling and processing any payments not received by their due dates, you shall also pay, upon demand, interest on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate permitted by law. Such charge shall accrue from the date payment was due until the date payment is actually received by us. Notwithstanding the foregoing, each failure to pay the Royalty Fees or other payments payable to us when due will be a material breach of this Agreement.

4.06 Application of Payments

We shall have sole discretion to apply any payments received from you to any past due indebtedness of yours for the Royalty Fees or purchases made from us or our Affiliates, late payment charges or any other indebtedness of yours to us or our Affiliates.

4.07 Method of Payment

We may designate the method of payment, which may include, check, wire transfer, and/or electronic withdrawal of funds. If we require you to pay us through electronic transfer of funds, you agree to sign and deliver to us any documents required to authorize us to initiate debit and credit entries to/from your operating account automatically for payments to you or us as described above. We will debit or credit your account (as applicable) on the 15th of each month or immediately preceding business day if the 15th is a weekend or Federal holiday. You agree to make the funds available for withdrawal by electronic transfer before each due date.

4.08 Bookkeeping, Accounting and Records

You shall use a software program approved by us for bookkeeping, accounting, and record-keeping for the business of the TitleEase Franchise, and you shall retain all invoices, order forms, time cards, payroll records, e-mails, check stubs, bank deposit receipts, purchase order receipts, sales tax records and returns, cash disbursements journals and general ledgers. You shall keep such original documents at your place of business throughout the term of this Agreement, and for the longer as required by applicable law or 3 years following the expiration or termination of this Agreement, at a location of which we shall be kept advised, unless we give written permission to dispose of such records. At all times you shall maintain accurate and complete books and records for your Business in accordance with such procedures as Franchisor specifies from time to time. Franchisee shall participate in such bookkeeping and accounting programs and procedures as Franchisor prescribes from time to time for TitleEase Franchises. Within 30 days after the close of each fiscal quarter of Franchisee's Business, Franchisee shall give Franchisor a copy of Franchisee's unaudited financial statements for such quarter in form prescribed by Franchisor, together

with such supporting schedules and information as Franchisor may require. Within 90 days after the close of each fiscal year of Franchisee, Franchisee shall give Franchisor a copy of Franchisee's financial statements for the year and any accompanying Review Engagement Report of Franchisee's external accountants.

4.09 Reports and Tax Returns

You shall furnish to us throughout the term of this Agreement in the form from time to time prescribed by us:

(a) Within 30 days after the close of each fiscal quarter of Franchisee's Business, Franchisee shall give Franchisor a copy of Franchisee's unaudited financial statements for such quarter in form prescribed by Franchisor, together with such supporting schedules and information as Franchisor may require. To the extent that your gross revenues have decreased by more than 10% year on year, we may require you to provide us such financial statements on a monthly basis.

(b) Within 90 days after the close of each fiscal year of Franchisee, Franchisee shall give Franchisor a copy of Franchisee's financial statements for the year within 15 days after the end of each calendar month, a monthly profit and loss statement for such month, and a profit and loss statement from the beginning of your latest financial year, on such forms as we may specify;

(c) such other statements, financial reports, order forms, records, calculations and indices as we may, from time to time, require.

We reserve the right to require you to change the frequency of any report you must provide to us hereunder, and you agree to comply with such change.

4.10 Inspection

We or our representatives or agents shall have the right at any time during normal business hours, upon 24 hours notice to you to enter and inspect your Business and all aspects of the operation of the Business together with all records, books of account, tax returns and other documents and materials in your possession or under your control relating to the business of the TitleEase Franchise, you and the subject matter and terms of this Agreement, including, without limitation, all of your records required to be maintained pursuant to applicable law, to ascertain that you are operating the Business in accordance with the System, the terms of this Agreement and the Manual. We or our representatives or agents shall be allowed to make extracts from or copies of any such material without any liability to us, including, but not limited to, payment for such extracts or copies.

In the event that we give notice to you of any deficiency detected during such audit, you shall diligently correct such deficiency as soon as possible, but in any event within 5 business days after receipt of such notice. If you fail to correct such deficiency within such 5 business day period, we shall have the right (but not the obligation) to correct such deficiency on your behalf and at your sole expense, and in such case you shall reimburse us for all costs incurred by us (including, without limitation, a reasonable charge for the time of any of our personnel) in connection therewith.

4.11 Audit

We or our representatives or agents shall have the right during normal business hours, and without prior notice to you, to inspect, copy, request, receive and/or audit or cause to be inspected, copied, requested, received and/or audited the business records, bookkeeping and accounting records, invoices, payroll records, check stubs, sales, financial statements and tax returns and accompanying schedules that you are required to submit to us hereunder along with your books and records and those of any corporate entity to which you have assigned this Agreement. We may also obtain all relevant information from any of your suppliers or vendors with whom you conduct business, and we may use such information in ascertaining whether you have reported your Gross Sales accurately to us. If we should determine that an audit is necessary during the term hereof, or after the expiration or termination of the Franchise Agreement, you will, upon notice, deliver to us all required records and documents to conduct such audit. You shall fully cooperate with our representatives conducting any such audit, and you shall provide us with written permission if necessary to obtain necessary information from your suppliers and/or vendors.

If any inspection or audit, whether by direct evidence or extrapolation, discloses an understatement of the Franchisee's Business' Gross Sales or an understatement of any payment made to us, you must pay us by electronic funds transfer, within 15 days after receiving the inspection or audit report, any unpaid or understated amount plus interest (in the amount described in Section 4.06) from the date originally due until the date of payment. Further, if an inspection or audit is necessary due to your failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if such audit reveals an understatement of Gross Sales by the greater of \$5,000 or 3% or more for any period, you agree to reimburse us for the cost of the audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees or independent contractors, which sums shall be in addition to payment of any understated amount, plus interest. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

4.12 Information from Others

Franchisee authorizes Franchisor to make reasonable inquiry during the Term of Franchisee's bankers, suppliers and other trade creditors regarding their dealings with Franchisee, to discuss Franchisee's affairs, finances and accounts with Franchisee's bankers and to obtain information and copies of records relating to any dealings between such persons and/or entities and Franchisee which are in any way referable to Franchisee's TitleEase Franchise. On request of Franchisor, Franchisee shall provide such written instructions and other documents as Franchisor may require to permit bankers, suppliers or other creditors of Franchisee to disclose and release such information and documents to Franchisor.

4.13 Fee Increases

(a) Annual Increases. Following the expiration of the 5-year Initial Term of this Agreement, on January 1st each year, we have the right to increase the Royalty Fees not to exceed 1 percentage point per year. By way of example only, if the then current Royalty Fee is 5%, we may raise it to 6%.

(b) Other Fee Increases. We have the right to impose, eliminate, or modify all fees, including but not limited to technology fees, training fees, fees to participate in voluntary programs, or administrative fees, including, but not limited to, late charges, returned check charges, cancelled audit and access fees, which revisions are not subject to the limitations of

Section 4.13(a) above. For the avoidance of doubt, we agree that we may not unilaterally modify the Royalty Fees other than as described in this Section 4.13.

ARTICLE V MARKETING AND PROMOTION

You agree to comply with all marketing and promotional requirements set forth herein.

5.01 Individual Advertising

We recommend some portion of your Gross Sales each month be used for individual advertising for your Business (“Individual Advertising”).

We do not use marketing cooperatives and have no plans to do so during the term of your Agreement.

5.02 Website

As used in this Agreement, the term “website” means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term website includes, but is not limited to, Internet, intranet, and World Wide Web home pages. In connection with any website, you agree to the following:

(a) We shall have the right, but not the obligation, to establish and maintain a website, which may, without limitation, promote the Proprietary Marks, any or all of the Approved Products and Services and the TitleEase System. We shall have the sole right to control all aspects of the website, including without limitation its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage; we shall also have the right to discontinue operation of the website.

(b) We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or your Business, with such web page(s) to be located within our website. You shall comply with our policies with respect to the creation, maintenance and content of any such web pages; and we shall have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page.

(c) You shall not use the Proprietary Marks in conjunction with your Franchise Business without our prior written approval (which we shall not be obligated to provide). If approved to use the Proprietary Marks for your Franchise Business, you shall comply with our policies, standards and specifications with respect to the creation, maintenance and content. You specifically acknowledge and agree that any website owned or maintained by you or for your benefit shall be deemed “advertising” under this Agreement, and will be subject to (among other things) our approval under this Article 5.

(d) You understand, acknowledge and agree that you are strictly prohibited from promoting your Business and/or using any of the Proprietary Marks in any manner on social

and/or networking websites, including, but not limited to, Facebook, LinkedIn, and Twitter, without our prior written consent.

ARTICLE VI TRAINING AND TECHNICAL ASSISTANCE

6.01 Managerial Responsibility

We require that you, your operating partner (“Operating Partner”), or your designated manager as defined in this section, actively to participate and exert your best efforts to the management of your Franchised Business. The term Operating Partner is defined as a person or entity that has at least a 10% direct or indirect legal or beneficial ownership interest in your TitleEase Franchise, if you are a business corporation, partnership, limited liability company or other legal entity. You must designate to us at least one officer that has signed the Franchise Agreement as the person who may act for and on behalf of the Franchise.

6.02 Initial Training Program; Additional Training

We shall make available the Initial Training Program, which you must successfully complete not later than 120 days after executing the Franchise Agreement (“Initial Training Program”). Such training program shall be held remotely through Microsoft Teams, Zoom or another video platform as we may determine in our discretion. All costs and expenses incurred by you and any manager or partner that attend such training, and which relates to the training program (including, without limitation, the cost of travel, food, accommodations and wages) shall be paid by you. We shall provide only the instruction and materials for classroom and/or on-site instruction. If you wish to have additional trainees attend the Initial Training Program, either before the Business opens or while it is operating, you may do so at your expense and pay to us our then-current initial training fee, and you must pay all expenses, including travel, lodging, meals and wages of such attendee as is appropriate.

We will provide the Initial Training Program for two persons designated by you, which will comprise a total of 24 hours conducted over the course of 4 days in how to set up and operate your Business. After Franchisee opens its TitleEase Franchise for business, Franchisor may periodically make available other optional training programs as it deems appropriate, and the Franchisee shall be entitled to participate on such basis as we may determine. If required by Franchisor, in each year the Franchisee and such other employees of Franchisee as Franchisor specifies shall attend at their own expense and shall successfully complete refresher-training courses, seminar courses or other programs conducted by Franchisor. If you wish to send additional trainees to the Initial Training Program, either before the Business opens or while it is operating, you may do so, but you shall pay to us the then-current Initial Program Training Fee for additional persons beyond the 2 persons permitted pursuant to the Franchise Agreement.

If we determine that you and/or your designee(s) cannot or have not completed the Initial Training Program to our satisfaction, you and/or your designee(s) have the opportunity to re-take the Initial Training Program at your expense, including our then-current Initial Training Program Fee. If you and/or your designee(s) fail to complete the Initial Training Program a second time, we may terminate this Agreement pursuant to Section 13.02 hereof.

We reserve the right to hold periodic refresher or additional training courses, and we may designate that attendance at these training courses is mandatory for any of your employees. You must pay our then-current per person fee for refresher or additional training as well as the cost for you and/or your employees

to attend the courses, including travel, lodging, meals and applicable wages. If you or any of your employees are not able to attend a mandatory training course, we reserve the right to require you to send the employees to our training facility for the mandatory training.

6.03 Hiring and Training of Employees by You

You shall hire and train, at your expense, except as may be set forth in Section 6.02, all employees of the Business, and shall be exclusively responsible for the terms of their employment and compensation. You shall not employ anyone who refuses or fails to complete such training program according to our specifications. You shall at all times maintain a sufficient number of trained employees to service your clients. In your discretion, you may require your employees to execute an employment agreement with you, which employment agreement (if you choose to have one) shall be in addition to the Confidentiality and Non-Competition Agreement required by us and attached hereto as Schedule 8, that each of your managers and specifically designated key personnel must sign. We shall be a third-party beneficiary of each such agreement with the independent right but not the obligation to enforce its terms. You shall provide to us a copy of each executed agreement within 10 days after its execution or our request for such copy.

If we determine that one or more of your key personnel, have not been trained to our standards, we have the right to require those employees to attend additional training.

6.04 Operating Assistance

We will make available to you such operating assistance and training on a continuing basis as we consider appropriate and which may consist of advice and guidance with respect to:

- (a) methods and procedures for the marketing and sale of the Approved Products and Services;
- (b) guidance in the technical aspects of real estate title and settlement services;
- (c) such additional products and services as we may approve, from time to time, to be used or offered for sale by Franchisees;
- (d) the purchase, operation, maintenance and use of displays, equipment, materials and supplies;
- (e) formulating and implementing advertising and promotional programs using such merchandising, marketing and advertising research data and advice as may, from time to time, be developed by us and deemed by us to be helpful in the operation of the Business;
- (f) the establishment and implementation of administrative, bookkeeping, accounting, and general operating procedures for the proper operation of the Business; and
- (g) the operation, safety and efficiency of your Business.

If you ask us to come to your place of business then you shall reimburse us for the time spent by our personnel (at their then-current published billing rates) and for our out-of-pocket expenses of assisting Franchisee, including the cost of travel, meals and lodging for Franchisor personnel involved.

ARTICLE VII

OUR DUTIES

7.01 Our Duties

During the term of this Agreement, we shall offer to you the following:

- (a) the Initial Training Program in System standards, specifications, methods and techniques and additional assistance as provided for in Section 6.02 hereof;
- (b) if you are required to operate your Business from a physical location, we will review and approval of the location in which you will operate your Business;
- (c) provide you with various software to assist you with various title services including, but not limited to closing, escrow, and title production software;
- (d) provide you with new, modified or supplemented standards for the System, that in our sole discretion are beneficial or necessary to maintain the uniformity and goodwill of the System
- (e) upon your request, such periodic continuing individual or group advice, consultation, and assistance, rendered in person, by periodic correspondence (electronic or otherwise), field visits, or telephone or written communications made available from time to time to all Franchisees of the System, as we may deem necessary or appropriate to assist you in conforming to the requirements of the System. Such continuing advice may include, but not be limited to, such topics as products and services to be offered to customers, improvements and developments in operating the real estate title and settlement services business, pricing, administrative, bookkeeping, accounting procedures, and operating problems encountered by you;
- (f) subject to Section 10.01 hereof, to lend to you an electronic copy of the Manual and one copy of any other manuals designated for use with the System, as well as such additions and modifications thereto as we may, in our sole discretion, issue from time to time;
- (g) provide you advice in securing your equipment necessary to operate your Business. Franchisor will also provide Franchisee with samples of Franchisor's standard reporting forms for use in Franchisee's Business; and
- (h) upon your request, we will provide you with reasonable quantities of marketing materials and other promotional materials developed from time to time for use in TitleEase Franchises. You shall be required to pay for such materials in accordance with our published price list in effect, plus delivery cost.

7.02 System Maintenance

We shall continue our efforts to maintain uniform standards of quality, safety, cleanliness, appearance and service at all of our Franchisees' businesses in the System, to promote, protect and enhance the public image and reputation of the System, and to increase the demand for the services offered by all System Franchisees, and to that end we shall:

- (a) review all other materials prepared by you for use in individual advertising and promotion pursuant to Section 5.3 hereof; and
- (b) conduct periodic inspections of the products and services provided to the public by your Business.

7.03 Meetings

To develop and maintain cooperation and friendship with other Franchisees, to enhance the ability to operate the Franchised Business properly, to learn the most recent developments in business methods for the Franchised Business and to take instructions from us on new or revised procedures or requirements, you shall be required to attend virtually, via video platform as we determine, any regional and/or national meetings organized and conducted by us for Franchisees.

7.04 Intranet

We may, in our sole discretion, establish an intranet or similar internet-based venue via our website or other electronic platform for our Franchisees to access or obtain, among other things, updates to the Manual, changes in policies and procedures, upcoming events and marketing information. Access to such intranet shall be password based, and you agree that all information obtained via such intranet shall be deemed confidential information and subject to the covenants of confidentiality contained in this Agreement.

ARTICLE VIII YOUR DUTIES

In order to maintain the high quality and uniform standards associated with the System and the Proprietary Marks, and to promote and protect the goodwill associated therewith, you shall perform the following duties.

8.01 Compliance with Standards and Specifications

You shall at all times strictly comply, and cause the Business to strictly comply, with all of our standards, specifications, processes, procedures, requirements and reasonable instructions regarding the operation of the Business, whether they now exist or are hereafter established from time to time. You shall adopt our standards as a standard for performance and operation of your Business and conform to all specifications relating to the equipment, product, and services in your Business, signs, displays or decorations, and other identifying materials, uniform record keeping practices, days and hours of operation and such other matters as may be in any administrative communications (subject to applicable law), and other confidential manuals or materials developed by us, or otherwise, as any of same may be modified from time to time by us. To ensure your conformance and compliance with our standards of performance, you will permit us, our officers, employees and designated representatives to enter your place of business at any time and from time to time to conduct an inspection to ascertain whether or not the uniform standards are being met. If at any time during the Initial Term or any renewal thereof, where applicable, any of the equipment and furnishings become obsolete or depreciated, then to the extent that they require replacement in accordance with our standards, you will replace the same with items required by our then-current standards and specifications within 30 days after notice from us.

If Franchisor notifies Franchisee that any items of equipment being used or products and services being offered do not meet Franchisor's specifications, standards and requirements, then Franchisee must immediately stop using the item and/or offering those products and services. Franchisee may purchase or lease equipment from any source as long as Franchisor's specifications and quality standards are met. Franchisee must advise each supplier and any other person with whom it deals that Franchisee is an independent contractor and that all debts incurred by it are for Franchisee's account only and are not incurred on behalf of Franchisor. Franchisee must maintain all equipment used in its TitleEase Franchise in good order and repair. Franchisee shall display in its TitleEase Franchise only such colors, decals, signs,

logos and display materials as are authorized in writing by Franchisor from time to time, and must cause its employees to maintain a professional appearance.

If we change any component of the System, as we may do in our discretion, you shall comply with each such change within 30 days after receiving notice from us of such change, or such other reasonable period of time as our notice shall designate.

8.02 Licenses and Permits

Franchisee shall obtain at its own expense all licenses and permits required to operate Franchisee's TitleEase Franchise, shall maintain these in good standing throughout the Initial Term, and shall operate its Business in compliance with all applicable laws, by-laws and regulations.

8.03 Sale of Approved Products and Services

You shall provide all the Approved Products and Services and only the Approved Products and Services, as same exist from time to time. All Approved Products and Services must be provided on an ongoing basis at the Business at the time and in the manner required by us. In providing the Approved Products and Services you will be required to enter into an Agency Agreement with our Affiliate in the form attached as Schedule 9 to the Franchise Agreement in order to be able to earn your share of the commission from the issuance of the title insurance policy to your customer. No sale of any product or service, except Approved Products and Services may be offered, provided or produced at or from your Business. If requested by us on at least 30 days' notice, as part of a general program or standardization effort by us, the marketing of a Product or Service must be discontinued. In such an event, such product or service ceases to be an Approved Product or Approved Service. We may, from time to time, conduct market research and testing to determine consumer trends and salability of new products and services. We believe that conducting such tests are important to the development of the Franchise System. If we ask you to participate in such tests we ask you to cooperate by participating in our market research programs, test marketing new products and services and providing timely reports and other relevant information regarding marketing research.

8.04 Advertising; Signage

You shall, at your own expense, promotionally display in the operation of your Business signs that meet our specifications. You shall install and maintain such signs at your own expense for the period that such signs remain in your possession.

8.05 Standards and Specifications; Approved Suppliers

You shall adhere to our minimum quality standards and specifications for all facets of the TitleEase Franchised Business, including equipment, signage, services, advertising and sales promotion materials and other products or materials used in the operation of your Business. Such standards and specifications have been established by us for uniformity, quality control and to protect, maintain and foster our reputation, goodwill and public acceptance. All such information regarding standards and specifications shall be provided to you in writing or otherwise through the Manual. The Manual is incorporated in this Agreement by reference and you will comply with all provisions therein. All such standards and specifications may be modified at any time by us. We will provide you with a list of mandatory and recommended approved suppliers thereof, which may include us or one of our Affiliates, and which list may be modified by us from time to time. We shall also provide you with lists and specifications of approved promotional materials, supplies, and other items needed in the daily operation of the Business. We will afford you the opportunity to purchase in sufficient quantity, and in a timely manner to meet your reasonable needs, such products and

supplies as we or our Affiliate(s) are in the business of selling. You will also have the opportunity to purchase from us advertising, promotional and training materials developed by us, if we choose to make such items available.

(i) We have and will continue to periodically approve suppliers and distributors of the Approved Products and Services in the operation of the Business that meet our standards and requirements, including, without limitation, standards and requirements relating to product and service quality, prices, consistency, reliability, financial capability, labor relations and customer relations. You must Approved Products and Services only from distributors and other suppliers approved by us from time to time, which may include us or our Affiliate(s).

(ii) We may approve a single distributor or other supplier (collectively “Supplier”) for any product and/or service, and may approve a supplier only as to certain products, including but not limited to Approved Products and Services. We may concentrate purchases with one or more suppliers to obtain lower prices or the best advertising support or services for any group of TitleEase franchises. We may, if we choose, take advantage of discounts offered by a supplier in connection with the acquisition of large quantities of products and resell said products to you at a profit. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier from time to time. We may designate ourselves or our Affiliate as the sole supplier of any of the products and/or services used in the operation of your Business.

(iii) If you desire to purchase any items or services not previously approved by us or desire to purchase from any unapproved supplier, you must submit to us a written request for approval of the proposed item or supplier and obtain our written approval of the item or supplier prior to purchasing any such items or purchasing from said supplier. We may inspect the proposed supplier’s facility and or service offering and require product and/or service samples from the proposed supplier to be delivered at our option either directly to us or to any independent entity which we designate for testing. Our evaluation and ultimate approval or rejection shall be completed within 30 days of submission of the request. We reserve the right to periodically re-inspect the businesses and products and/or service of any approved supplier and to revoke our approval if the supplier does not continue to meet any of our criteria. We shall in no event be obligated to approve any proposed product or supplier.

8.06 Compliance with Applicable Laws

You shall secure and maintain in force in your name all required licenses, permits, certificates and surety bonds relating to the operation of the Business. You must operate the Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, the Real Estate Settlement and Procedures Act (“RESPA”), the Americans with Disabilities Act, Anti-Terrorism Laws (as defined in Section 23.15), as well as all government regulations relating to offering real estate services, title insurance regulations and guidelines, workers’ compensation insurance, unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes and sales taxes. All necessary and appropriate measures must be taken to avoid operating in contravention of such laws and regulations. Conditions or practices disapproved by any such federal, state, and/or local authorities must be corrected promptly except that, after consultation between you and us, you may contest in good faith the action by such authority as being arbitrary, capricious, unfair or unlawful. All advertising employed by you

must be completely factual, in good taste (in our judgment), and must conform to the highest standards of ethical advertising and ethics in business. You must in all dealings with us, customers, suppliers, and public officials adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You must refrain from any business or advertising practice which may be harmful to our Business, the goodwill associated with the Proprietary Marks or other businesses. You must notify us in writing within 5 days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental unit, which may adversely affect the operation or financial condition of you or the Business, or of any notice of violation of any law, ordinance or regulation relating to health or safety.

8.07 Franchise Management; No Employment Interference

You shall ensure that at all times your Business must be under the direct supervision of you or an approved manager who has satisfactorily completed the Initial Training Program, and any additional or supplemental training that may have been required by Franchisor. You shall ensure that all of your employees who require specialized licenses are properly licensed at all times, as may be required. You shall hire all employees of your Business and be exclusively responsible for the terms of their employment, their compensation, and for the proper training of the employees in the operation of the Business.

8.08 Payments to Us or Our Affiliates

You shall provide that payment for all products and services purchased from us or our Affiliates by you shall be due and payable within 15 days after receipt of an invoice therefore, unless otherwise specified by us. All other supplies, forms, documents and equipment required for the operation of the Business and not required to be purchased from us or our designees may be purchased from us or from any source or supplier approved or designated in writing by us or from any other source or supplier, provided that we shall have first approved in writing such other source or supplier, which approval shall not be unreasonably withheld so long as the standards of the System are met.

8.09 Forms of Payment

You shall maintain at all times such arrangements with (and only with) such banks, credit card issuers or sponsors, and shall implement and at all times operate such credit verification systems as we may designate from time to time.

8.10 Training Requirements

You shall assure us that your managers, and other personnel of the Business, as we may direct, shall attend and participate in such additional or supplemental training courses, seminars and Franchisee meetings, as may be specified by us, from time to time, as described in Article 6 and Article 7.

You shall, at all times, maintain on the Premises, under proper conditions, all required components, materials, equipment and supplies, including, without limitation, the marketing and administrative aspects of the Franchised Business.

8.11 Computer Hardware and Software Systems

Since the effective and efficient operation of a Business is intimately connected with the use and maintenance of appropriate computer hardware and software systems as specified by us, with direct interconnection to and access by our computer hardware and software systems, you must acquire, use, maintain and update computer and other systems, including software programs which meet our

specifications, as they evolve over time and which, in some cases, may only be available through us and/or our Affiliates. You must maintain your systems on-line to provide full, twenty-four (24) hour access for computer systems used by us and you must promptly update and otherwise change your computer hardware and software systems as we require from time to time, at your expense. You will pay all amounts charged by any supplier or licensor, which may be us or our Affiliate, of the systems and programs used by you, including charges for use, licensing maintenance, support and/or update of these systems or programs.

8.12 Mutual Dependence

You acknowledge that you are one of a number of franchisees, each of whose success depends in substantial part on the integrity, reputation and marketing efforts of each other franchisee. You further acknowledge that the value of the Proprietary Marks and of membership in the System to you, to us and to each other Franchisee depends on the maintenance of uniform standards of quality, integrity and appearance. You further acknowledge that any action which impairs the reputation and goodwill of the Proprietary Marks, impairs or adversely affects our objectives or brings us into disrepute, or departs from the uniform practices specified by us, will be likely to injure all members of the System.

8.13 Variances

Complete and detailed uniformity under many varying conditions may not be possible or practicable, and we therefore reserve the right and privilege, at our sole and absolute discretion and as we may deem in the best interest of all concerned in any specific instance, to vary standards to accommodate special needs of you, or those of any other franchisee, based upon the peculiarities of a particular site or location, density of population, business potential, population of trade area, existing business practices, requirements of local law or local custom, or any other condition which we deem to be of importance to the successful operation of such Franchisee's business. Further, we may from time to time allow certain Franchisees to depart from normal System standards and routines in certain respects in order to experiment with or test new products or services, equipment, designs, procedures and the like. In no event shall such variance, or such testing, be deemed a waiver of any of our rights, or an excuse from performance of any of your duties hereunder. We may at any time require you to commence full compliance with all of our standards and procedures. We shall not under any circumstances be required to grant any variance to you. Nothing contained in this Article is intended to confer on you any right to compel us to grant a variance to you or to grant, withdraw or modify any variance given to any other Franchisee. Such matters shall at all times remain within our sole and absolute discretion.

8.14 Relationship with Former Franchisees

You acknowledge that former franchisees (those whose franchise agreements have expired or have been terminated) are in a position to compete unfairly with you and/or other members of the System, and to cause great injury to the reputation of the System and/or the Proprietary Marks. You therefore agree as follows:

(a) You will not sell, loan, give or otherwise transfer or deliver to any former franchisee, or allow any former franchisee to copy or otherwise obtain, any confidential business information about the System; any marketing or promotional materials produced by us or which bear any of the Proprietary Marks; any other materials or publications of ours, including, without limitation, the Manual; any directory or roster of franchisees or approved suppliers, any other customer lists or mailing lists pertaining in any way to the System; or any other information about the System or a Business which is not available to the public.

(b) You will not refer prospective, current, or past customers to any former franchisee;

(c) You will not notify or advise any former franchisee of, or in any other way assist any former franchisee in learning about, the date, time and place of any meetings of franchisees;

(d) If you observe any former franchisee using any of the Proprietary Marks in any way, or utilizing business premises from which the Proprietary Marks and/or distinctive color scheme have not been completely obliterated, you shall immediately report such observation to us, along with all details available to you;

(e) You shall in general have no dealings with a former franchisee of the Franchised System;

(f) The provisions of this Section 8.15 of this Agreement shall apply to you as soon as you are on notice of the expiration or termination of another franchise agreement. You shall be deemed to be on such notice when:

(i) you receive a new list of franchisees in which such franchise does not appear; or

(ii) you receive written notice from us that one or more particular franchise agreements have expired or have been terminated.

8.15 Parties to Litigation

You will not in any way contribute to the legal costs and fees of any actual or contemplated legal proceeding against us or any other franchisee or any individual member or owner thereof, nor in any other way encourage, support or assist such litigation, except:

(a) to give evidence to the extent required by law, pursuant to a subpoena or court order; or

(b) to carry on litigation to which you are a proper party.

8.16 Service Customers

Franchisee shall ensure that prompt, courteous and efficient service is given to customers at all times, and shall observe the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers, suppliers and the public. Franchisee shall at all times use its best efforts to meet or exceed all service level standards defined in the Manual.

8.17 Individual Advertising and Promotion

Franchisee shall use best efforts to promote and increase the demand for the Approved Products and Services distributed by its TitleEase Franchise. All advertising and promotion done by Franchisee shall conform in manner strictly to the policies issued by Franchisor from time to time, shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee shall not engage in any

business or advertising practice which may depreciate the goodwill associated with the Proprietary Marks or which may harm the business of Franchisor, other franchisees or licensees. Franchisee shall submit all advertising and promotional material proposed to be used by it to Franchisor for its prior written approval. However, Franchisee agrees that Franchisor shall have no liability because Franchisor approves use of the material.

ARTICLE IX PROPRIETARY MARKS AND INTELLECTUAL PROPERTY

9.01 Proprietary Marks and Intellectual Property

When used in this Agreement, “Proprietary Marks” mean all of the word marks, trademarks and/or service marks owned by or licensed to Franchisor, including but not limited to, the trademarks “TTITLEEASE” and “titleease”, which are used now or in the future to identify the Business or the Approved Products and Services and to distinguish it from that of any other business, and the trademarks, service marks, trade names, logos and commercial symbols as may be designated by us from time to time for use in connection with the System. When used in this Agreement, “Intellectual Property” means any patents and/or copyrights applicable to the System which are used now or in the future, and any patents and/or copyrights that may be designated by us from time to time for use in connection with the System. You acknowledge that we are the licensee of the owner of the Proprietary Marks and Intellectual Property, with the authority to license the Proprietary Marks and Intellectual Property to you and other franchisees in the System. All references in this Article 9 to our rights and interest in and to the Proprietary Marks and Intellectual Property shall be deemed to include the owner’s rights and interest in and to the Proprietary Marks and Intellectual Property.

9.02 License of Proprietary Marks and Intellectual Property

You are licensed to use the Proprietary Marks, Intellectual Property goodwill and trade secrets in the operation of the Business, or as we otherwise mutually agree. Nothing in this Agreement shall be construed as authorizing or permitting their use for any other purpose, except as may be authorized in writing by us.

9.03 Ownership of Proprietary Marks and Intellectual Property

You acknowledge that the ownership of all of the Proprietary Marks, Intellectual Property, goodwill and trade secrets remains solely with us, our Affiliates and/or the owner of the Proprietary Marks and Intellectual Property, and that you shall not register or attempt to register the Proprietary Marks or Intellectual Property or to assert any rights in them other than as specifically granted in this Agreement.

9.04 Use of Proprietary Marks and Intellectual Property

You shall only use the Proprietary Marks, logos, trade styles, color combinations, designs, signs, symbols and slogans, and other Intellectual Property, designated by us, and only in the manner and to the extent specifically permitted by this Agreement, the Manual or in any manuals, directives or memos prepared by us.

9.05 Approval of Items Using Proprietary Marks and/or Intellectual Property

We reserve the right to approve all signs, memos, stationery, business cards, marketing material, forms and all other objects and supplies using the Proprietary Marks or Intellectual Property. All advertising, publicity, point of sale materials, signs, decorations, furnishings, equipment, or other materials

employing the words “TitleEase” shall be in accordance with this Agreement and the Manual, and you shall obtain our approval prior to such use.

9.06 Cessation of Use after Expiration, Termination or Non-Renewal

Upon the expiration, termination or non-renewal of this Agreement, you shall immediately cease using the Proprietary Marks, color combinations, designs, symbols or slogans, and the Intellectual Property; and we may cause you to execute such documents and take such action as may be necessary to evidence this fact. After the effective date of expiration, termination or non-renewal, you shall not represent or imply that you are associated with us. To this end, you irrevocably appoint us or our nominee to be your attorney-in-fact to execute on your behalf any document or perform any legal act necessary to protect the Proprietary Marks and Intellectual Property from unauthorized use. You acknowledge and agree that the unauthorized use of the Proprietary Marks and Intellectual Property will result in irreparable harm to us for which we shall be entitled to obtain injunctive relief, monetary damages, reasonable attorneys’ fees and costs.

9.07 Notification of Infringement

You shall immediately notify us of any apparent infringement of or challenge to your use of the Proprietary Marks and/or Intellectual Property, or any claim, demand, or suit based upon or arising from the unauthorized use of, or any attempt by any other person, firm, or corporation to use, without authorization, or any infringement of or challenge to, any of the Proprietary Marks or Intellectual Property. You also agree to immediately notify us of any other litigation instituted by any person, firm, corporation or governmental entity against us or you.

9.08 Our Right to Defend

We shall undertake the defense or prosecution of any litigation concerning you that relates to any of the Proprietary Marks and/or Intellectual Property or that, in our judgment, may affect the goodwill of the System; and we may, in such circumstances, undertake any other action which we deem appropriate. We shall have sole and complete discretion in the conduct of any defense, prosecution or other action we choose to undertake. In that event, you shall cooperate and execute those documents and perform those acts which in our opinion are necessary for the defense or prosecution of the litigation or for such other action as may be undertaken by us.

9.09 You May Use Only Designated Proprietary Marks

In order to develop and maintain high uniform standards of quality and service and to protect our reputation and goodwill, you shall do business and advertising using only the Proprietary Marks designated by us. In offering the Approved Products and Services, you may do business or advertise using the name or fictitious name under which you have registered your Business, and which has been approved by us. You are not authorized to and shall not use the words “TitleEase by themselves, as a part of the legal name of any corporation, partnership, proprietorship or other business entity to which you are associated, or with a bank account, trade account or in any legal or financial connection.

9.10 Inspection

In order to preserve the validity and integrity of the Proprietary Marks and Intellectual Property, and to assure that you are properly employing them in the operation of your Business, we and our agents shall have the right at all reasonable times to inspect your Business and operations. You shall cooperate with and assist our representative in such inspection.

9.11 Copyright and Trademark Symbols

You shall be required to affix the ©, ®, ™ or ™ symbol upon all advertising, publicity, signs, vehicles, equipment or other printed or graphic material employing the words “TitleEase” or any other of the Proprietary Marks, whether presently existing or developed in the future.

9.12 No Right to Deny Use of Proprietary Marks or Intellectual Property

You acknowledge that you do not have any right to deny the use of the Proprietary Marks or Intellectual Property to any other franchisees. In consideration thereof you shall execute all documents and take such action as may be requested to allow us or other franchisees to have full use of the Proprietary Marks or Intellectual Property.

9.13 Avoidance of Conflict

If during the term of this Agreement there is a claim of prior use of the “TitleEase” name or any other of the Proprietary Marks in the area in which you are doing business or in another area or areas, you shall so use our other Proprietary Marks in such a way and at our discretion in order to avoid a continuing conflict.

9.14 Indemnification

We agree to indemnify you against, and to reimburse you for, all damages, costs, reasonable attorneys’ fees and expenses for which you are held liable in any proceeding in which your use of any Proprietary Mark or Intellectual Property pursuant to and in compliance with this Agreement is held to constitute infringement, unfair competition or dilution, and for all costs reasonably incurred by you in the defense of any such claim brought against you or in any such proceedings in which you are named as a party, provided that you have timely notified us of such claim or proceedings, have otherwise complied with this Agreement and have tendered complete control of the defense of such to us. If we defend such claim, we shall have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney retained by you.

9.15 Limited License

You understand and agree that the limited license to use the Proprietary Marks and Intellectual Property granted hereby applies only to such Proprietary Marks and Intellectual Property as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Marks and Intellectual Property by virtue of the limited license granted hereunder, or by virtue of your use of any of the Proprietary Marks and Intellectual Property.

If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Proprietary Mark and Intellectual Property and/or to adopt or use one or more additional or substitute Proprietary Marks and Intellectual Property, then you shall be obligated to comply with any such instruction by us. You waive any claim arising from or relating to any Proprietary Mark or Intellectual Property change, modification or substitution. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Proprietary Mark or Intellectual Property addition, modification, substitution or discontinuation. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

9.16 Name Registrations

Before commencing business at your TitleEase Franchise, you must supply evidence satisfactory to us that you have complied with all applicable laws regarding the use and registration of fictitious or assumed names. If you elect to utilize “TitleEase” in the name of your Business, you must take such steps as we approve in writing to register the d/b/a “TitleEase” to be able to operate the Business within the state or states in which you and we are licensed. Except for registration of a “d/b/a” or assumed name or other fictitious name certificate in connection with the operation of the Business, you must not register or attempt to register our names or the Proprietary Marks in your own name or that of any other entity, nor shall you make any attempt to register a domain name which includes the Proprietary Marks.

ARTICLE X OPERATIONS MANUAL AND CONFIDENTIALITY

10.01 Confidential Operations Manual

We have developed and will lend to you during the term of this Agreement, an electronic operating manual (as previously defined in Section 8.05 of this Agreement) for the TitleEase Franchised Business containing mandatory specifications, standards, methods, techniques and procedures for the operation of the Business, prescribed from time to time by us for our franchisees, and containing information relative to your other obligations hereunder. All such specifications, standards and operating procedures shall be consistent with this Agreement and all applicable laws. Specifications, standards and operating procedures prescribed from time to time by us in the Manual or otherwise communicated to you in writing, shall constitute provisions of this Agreement as if fully set forth herein, and shall be kept confidential by you at all times during the term of this Agreement and after the termination or expiration thereof for any reason. You shall operate your Business strictly in accordance with the Manual. We shall have the right to add to, and otherwise modify, the Manual from time to time to reflect changes in the Approved Products and Services, the System, or the operation of the Business. You covenant to accept, implement and adopt any such modifications at your own cost. You acknowledge that the Manual contains our proprietary information and you agree to keep the Manual and its contents confidential at all times and not to make any copies thereof. The Manual shall at all times remain our property, and you shall promptly discontinue your use of the Manual, delete all electronic files and destroy all copies of any portion of the Manual that you copied upon the termination or expiration of this Agreement for any reason. In the event a dispute arises as to the contents of the Manual, the master copy maintained by us shall be controlling.

10.02 Confidentiality

You shall not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation any confidential information or know-how concerning the methods of operation of the System hereunder which may be communicated to you, or of which you may become apprised, by virtue of the operation of the Business under this Agreement. You shall divulge such confidential information only to such of your employees who must have access to it in order to operate the Business. Any and all information, knowledge, and know-how, including, without limitation, the materials, equipment, specifications, techniques, and other data, which we designate as confidential shall be deemed confidential for purposes of this Agreement, except information which you can demonstrate came to your attention prior to disclosure thereof by us; or which, at the time of disclosure by us to you, had become a part of the public domain through publication or communication by others; or which, after disclosure to you by us, becomes a part of the public domain through publication or communication by others.

At our request, you shall require any personnel having access to any confidential information provided by us to execute covenants that they will maintain the confidentiality of information they received in connection with their employment by you at the Business. Such covenants shall be on a form provided by us, and which will include, without limitation, specific identification of us as a third party beneficiary of such covenants with the independent right to enforce them. A copy of each signed agreement shall be forwarded to us within 5 days after it has been signed, and the original of each agreement will be retained by you in each employee's personnel file.

You acknowledge that any failure to comply with the requirements of this Article 10 will cause us irreparable injury, and you agree to pay all court costs and reasonable attorneys' fees incurred by us when we seek to obtain specific performance of or an injunction against violation of the requirements of this Article 10.

10.03 Customers

You acknowledge that the database of customers acquired during the Initial Term of this Agreement may be the product of our efforts or through your use of the Proprietary Marks. Accordingly, we shall have access to these customers at all times during the Initial Term of this Agreement

10.04 Discontinue Use of Manual

You shall keep the Manual secure at all times and promptly discontinue your use of the Manual, delete all electronic files and destroy all copies of any portion of the Manual that you copied upon the expiration or termination of this Agreement. You shall refrain from reproducing it either in whole or in part at any time.

ARTICLE XI OPERATIONAL REQUIREMENTS

11.01 Sole Business

You shall not carry on all or part of any business except the Franchised Business under our Proprietary Marks.

11.02 Hours of Operation

You shall be open for business to the public during the hours specified by us in the Manual or otherwise in writing, subject to applicable law.

11.03 Electronic Forms Library

You shall use only those forms, contracts, agreements, invoices and statements which have been approved as to form by us. To the extent that you find any such form to contain errors or that are not legally compliant you must immediately contact us regarding such errors. If we have made available a form of customer contract, credit disclosure, customer invoice, and/or statement of account for use by you, you shall reimburse our legal fees and other expenses incurred in connection with reviewing any other form of the same type which you submit for approval.

11.04 Prior Review of Collection Practices

You acknowledge that abusive or excessive collection techniques and unnecessary or unfounded litigation against your customers is likely to injure the goodwill of the Proprietary Marks and the reputation of the System. You therefore agree that you will neither (a) assign any account for collection, nor employ any collection agency, without obtaining our prior approval of the collection agency; nor (b) commence any legal action or proceeding against any customer or former customer, or allow a collection agency to do so, without first submitting such matter for our review for a period of 10 days from the time we receive all documentation pertaining to the account, customer or former customer in question.

If we believe that such legal action is not well founded in law, or brings disrepute on us, or is likely to result in disclosure of trade secrets or other confidential business information about us, and we so advise you in writing prior to the expiration of such 10 days referred to herein, you shall make such modifications to your complaint as may be necessary to avoid risks of the kind set forth in Section 11.05 hereof, and shall obtain our approval before filing or serving the complaint. Such approval shall not be unreasonably withheld.

11.05 Compliance with Laws and Ethical Business Practices

You shall secure and maintain in force, in your name, all required licenses, permits and certificates relating to the operation of the Business. You shall operate your Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, laws relating to health regulations, workers' compensation insurance, unemployment insurance, and withholding and payment of income taxes, social security taxes and sales taxes. All advertising by you will be completely factual, in good taste in our sole and absolute discretion, and will conform to high standards of ethical advertising. You will, in all dealings with your customers, suppliers and public officials, adhere to high standards of honesty, integrity, fair dealing and ethical conduct, in each case above and beyond merely legal requirements. You will refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Proprietary Marks and other franchisees. You will notify us in writing within 5 days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which relates to or which may affect the operation or financial condition of you and/or your Business.

(a) Without limiting the generality of the foregoing, you shall obtain any appropriate or necessary license if required to do so by the laws of any state in which you operate. If your license is suspended or revoked, your subsequent failure to operate the Business shall not be deemed an abandonment thereof, provided that within 30 days after the effective date of such suspension or revocation:

(i) you transfer the Business in accordance with Article 16 of this Agreement to one who does have such license; or

(ii) you take all appropriate steps to have such suspended or revoked license restored to good standing.

If such lack of a required license continues more than 30 days, you shall be deemed to have abandoned the Business within the state(s) in which your license is absent.. You shall be in default under this Agreement if you continue operating the Business without a license when one is required by applicable law.

(b) In no event shall your failure or inability to comply with applicable laws or regulations excuse you from timely performance of each and every one of your obligations under this Agreement.

11.06 Disclosure

In order to facilitate compliance with current and future legal obligations and requirements, we shall maintain the right, in our sole and absolute discretion, to disclose, whether in our Disclosure Documents or otherwise, any information relating to your ownership and operation of your Business including, but not limited to, your name, address and/or telephone number, e-mail address, revenues, expenses, results of operation or other information. All such information which comes into our possession will be deemed to be our property.

11.07 Inspection by Us

We and our employees and representatives shall have the right to observe and monitor the activities of you and your employees, agents and independent contractors, including the right to enter your designated place of your Business at all reasonable times during the business day, upon 24 hours notice to you, for the purpose of ascertaining if all the provisions of this Agreement and if the operating standards and procedures and other directives of ours are being observed by you. On any such inspection, we and/or such representatives shall have the right to observe your marketing and sales techniques; to monitor your use of required principles and techniques; to inspect your equipment; to observe the customer relations services rendered by you and to inquire of your customers about their satisfaction; to observe the conditions of maintenance and repair; to observe and question your employees; and otherwise to investigate all aspects of your operations.

(a) You and all those under your control shall cooperate fully in such inspection by admitting our representatives to the location in which you are then operating your Business, by allowing our representatives to accompany your representatives to customer meetings, by answering questions, by providing and explaining business records, and by otherwise facilitating in good faith the proper completion of such inspection.

(b) You shall include in any and all agreements with independent contractors terms and conditions sufficient to ensure cooperation by their respective employees, agents and independent contractors with such inquiries by us.

11.08 Other Forms of Agreement

You understand, acknowledge and agree that we may have offered franchises in the past, may currently be offering franchises and/or may offer franchises in the future on economic and/or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents.

ARTICLE XII INSURANCE

12.01 Insurance Requirements

Not later than 10 days prior to opening the Business for business, you must obtain the following insurance coverages under policies of insurance issued by carriers approved by us and provide us with a

certificate of insurance evidencing same. Our specific provisions and requirements for each type of coverage to be maintained by you pursuant to this Agreement will be included in the Manual. Currently you are required to maintain the following insurance coverages:

- (a) professional liability with limits as set forth in the Manual;
- (b) general liability insurance with limits set forth in the Manual;
- (c) automobile liability insurance, including hired, owned and non-owned vehicles, at a combined single limit in the amounts set forth in the Manual;
- (d) workers' compensation insurance as required by the state in which your Business is operated and employer's liability insurance with limits set forth in the Manual;
- (e) employment practices liability insurance, including third party coverage, in the amount set forth in the Manual;
- (f) cyber liability insurance in the amount set forth in the Manual;
- (g) any insurance required by the Manual;
- (h) any other insurance we may require in the future.

You must maintain all required policies in force during the entire term of this Agreement and any renewals thereof. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. Each insurance policy must name us (and, if we so request, our directors, employees or shareholders) as additional insureds and must provide us with 30 days' advance written notice of any material modification, cancellation, or expiration of the policy. Your commercial general liability insurance policy must include the "Additional Insured – Grantor of Franchise" endorsement that we require. The insurance carriers providing coverage as outlined above must be financially sound, be rated A-VII or better in the most current Best's Insurance Reports or Best's Key Rating Guide, must be licensed by the state in which your Business is located, and must be approved by us.

Within 30 days before the expiration of the term of each insurance policy, you must furnish us with a Certificate of Insurance for each policy to be maintained for the upcoming term, along with evidence of the payment of the premium for each. If you do not maintain the required insurance coverage, or do not furnish us with satisfactory evidence of the required insurance coverage and the payment of the premiums for same, we may obtain, at our option and in addition to our other rights and remedies under this Agreement, any required insurance coverage on your behalf. If we do that, you agree to fully cooperate with us in our effort to obtain the insurance policies, promptly execute all forms or instruments required to obtain or maintain the insurance, allow any inspections of the Business which are required to obtain or maintain the insurance and pay to us, on demand, any costs and premiums we incur.

Your obligation to maintain insurance coverage, as described in this Agreement, will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under this Article 12.

ARTICLE XIII
DEFAULT AND TERMINATION

13.01 Franchisee's Right to Terminate

You shall have the right to terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), if we substantially breach any material provision of this Agreement and fail to cure the default after having received from you written notice outlining the breach and providing to us a 60 day period to cure the breach. If we fail to cure the breach within such cure period, you may then terminate this Agreement upon written notice to us.

13.02 Termination Without Right to Cure

We shall have the right, at our option, to terminate this Agreement and all rights granted to you hereunder, subject to the provisions of applicable state law governing franchise termination and renewal, effective upon receipt of notice by you, addressed as provided in Section 23.8, upon the occurrence of any of the following events:

(a) You intentionally or negligently disclose to any unauthorized person the contents of or any part of the Manual or any other trade secrets or confidential information of ours;

(b) You voluntarily abandon the Business, which means that you have not issued any title insurance policies within the preceding 30 days from the date of our notice to you and you have no title insurance policies scheduled to issue for the next 30 days from the date we notify you of your breach of the Franchise Agreement, or you otherwise indicate an intent by you to discontinue operation of the Business, unless such abandonment is due to causes beyond your control and not related to your availability of funds;

(c) You, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your Business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable;

(d) You or any owner of greater than 20% of your entity or operation is convicted of a felony, a crime involving moral turpitude, or any crime or offence that is reasonably likely, in our sole opinion, to materially and unfavorably affect the Business, the Proprietary Marks, or the goodwill or reputation thereof;

(e) You do not pay an amount owing to Franchisor or to an Affiliate of Franchisor when due (whether owing under this Agreement) and continues in such default for more than 5 business days after receiving notice of default;

(f) You misuse or fail to follow our directions and guidelines concerning use of the Proprietary Marks and fail to correct the misuse or failure within 10 days after notification from us;

(h) You sell, transfer, pledge, enter into a change of control agreement, or otherwise assign an interest in the Franchise or the Franchisee entity, this Agreement, the Business or a substantial portion of the assets of the Business owned by you without complying with the provisions of Article 16;

(j) You sell or offer for sale any unauthorized product or service, or you offer any product or service at a price not approved by us;

(k) You do not open for business within 90 days after signing this Agreement, unless you must operate your Business from a physical location, which in that case you must open for business within 180 days from signing this Agreement;

(l) You contest in any court or proceeding the validity of or our rights to the Proprietary Marks;

(m) You are a corporation or other business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate such entity without our prior written consent;

(n) You fail to successfully complete the Initial Training Program or additional course(s), and scheduled meetings;

(p) You understate Gross Sales for any period by the greater of \$5,000 or more than 3%;

(q) You fail to comply with all applicable laws and ordinances relating to the Business, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; or

(r) We find that you have disseminated any of our Confidential Information to a third party that has no legal right to receive such information in violation of the confidentiality provisions.

13.03 Termination With Right to Cure

We shall have the right to terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon 30 days' written notice to you, if you breach any other provision of this Agreement and fail to cure the default during such 30 day period. In that event, this Agreement will

terminate without further notice to you, effective upon expiration of the 30 day period. Defaults shall include, but not be limited to, the following:

(a) You fail to maintain the then-current operating procedures and standards established by us as set forth herein or in the Manual or otherwise communicated to you;

(b) You engage in any unauthorized business or practice or sell any unauthorized product or service under the Proprietary Marks or under a name or mark which is confusingly similar to the Proprietary Marks;

(c) You fail, refuse or neglect to obtain our prior written approval or consent as required by this Agreement;

(d) You fail to refuse to comply with the then-current requirements of the Manual; or

(e) You fail to comply with any other provision of this Agreement or any specification, standard or operating procedure prescribed by us and do not correct such failure within 10 days (or 30 days if this is the first non-compliance or breach) after written notice from us (which shall describe the action that you must take) is delivered to you; or

(f) You fail or refuse to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submit such reports more than 30 days late on two or more occasions during the term unless due to circumstances beyond your control.

Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such 30 day period and you have commenced and are continuing to make good faith efforts to cure the breach during such 30 day period, you shall be given an additional reasonable period of time to cure the same, but in no event longer than 30 additional days, after which if this breach is not cured then this Agreement shall terminate.

13.04 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our Affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement between us (or any of our Affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our Affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any security interest or otherwise, whether with us, any of our Affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our Affiliates) and you (or any of your affiliates).

In each of the foregoing cases, we (and any of our Affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our Affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available. In the event that there is a conflict between the terms of this Agreement or any of the agreements to be terminated pursuant to this provision, the terms of this Agreement shall control.

13.05 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 13, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any products or services for which we are an approved supplier to you and suspension of your web page on our website, until such time as you correct the breach.

13.06 Amendment Pursuant to Applicable Law

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Franchise and the Parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute “good cause” for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

ARTICLE XIV RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

14.01 Payment of Amounts Due

You agree to pay within 15 days of the effective date of termination or expiration of the Franchise all amounts owed to us, our Affiliates, the landlord of the premises (if applicable) and your trade and other creditors which are then unpaid. All periodic payments to us shall be deemed to accrue daily and shall be adjusted accordingly and shall include interest at the rate described in Section 4.7 above.

14.02 Telephone Numbers and Directory Listings

You agree that upon termination or expiration of this Agreement, you shall take such action within 7 days as may be required to cancel all registrations relating to your use of any of the Proprietary Marks. You shall notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number and any classified or other telephone directory listings associated with the Proprietary Marks. You hereby appoint us as your attorney-in-fact to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. In addition, you shall:

(a) Immediately discontinue the use of all Proprietary Marks, signs, structures, forms of advertising, telephone listings and service, the Manual, and all materials and Approved Products and Services of any kind which are identified or associated with the System and return all these materials to us;

(b) Make no representation nor state that you are in any way approved, endorsed or licensed by us or associated or identified with us or the Business in any manner;

(c) Immediately take all steps necessary to amend or terminate any registration or filing of any d/b/a or business name or fictitious name or any other registration or filing

containing the Proprietary Marks, so as to delete the Proprietary Marks and all references to anything associated with the System; and

(d) Comply with the provisions of Article 15.

14.03 Removal of Proprietary Marks

If, within 7 days after termination of this Agreement by us, you fail to remove all displays of the Proprietary Marks from the Business which are identified or associated with the System, we may enter the Business to effect removal. In this event, we will not be charged with trespass nor be accountable or required to pay for any displays or materials.

14.04 Termination of Trade Name

If, within 7 days after termination, you have not taken all steps necessary to amend or terminate any registration or filing of any business name or d/b/a or any other registration or filing containing the Proprietary Marks, you hereby irrevocably appoint us as your true and lawful attorney-in-fact, and in your name, place and stead and on your behalf, to take action as may be necessary to amend or terminate all registrations and filings, this appointment being coupled with an interest to enable us to protect the System.

14.05 Our Remedies

Termination of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies which we may have against you, whether such claims or rights arise before or after termination.

14.06 Survival of Certain Terms

All obligations of the Parties hereto which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect, notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Articles 9, 10, 15, 21, 22 and 23 hereof shall survive termination or expiration of this Agreement.

14.07 Applicable Law

THE PARTIES ACKNOWLEDGE THAT IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW WILL GOVERN YOUR RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

14.08 Liquidated Damages

Upon termination of this Agreement according to its terms and conditions, except in the case where you properly terminate this Agreement for cause after the notice and opportunity to cure pursuant to Section 13.01, you agree to pay to us within 15 days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) twenty-four (24) (being the number of months in 2 full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

The Parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The Parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE XV NON-COMPETITION

15.01 Non-Competition During Agreement

During the Initial Term of this Agreement, you shall not individually or in conjunction with any person, firm, partnership, corporation or other third party as principal, agent, shareholder, director, officer, employee, consultant or guarantor or in any other manner whatsoever, directly or indirectly, carry on or be engaged in or concerned with or interested in, financially or otherwise, or advise in the establishment or operation of any Competitive Business as defined in this Article XV, unless such business is operated under a franchise agreement with Franchisor.

15.02 Non-Competition Following Termination, Expiration or Transfer

In the event of the expiration, non-renewal or termination of this Agreement for any reason whatsoever, or in the event this Agreement is transferred pursuant to Section 16.02, 16.05 or 16.08 hereof, you (or, in the case of a Transfer among the individuals comprising you pursuant to Section 16.05, the Transferor individual(s)) shall not, without our prior written consent, at any time during the period of 2 years from the date of such expiration or termination or transfer, either individually or in conjunction with any person, firm, partnership or corporation or other third party as principal, agent, shareholder, director, officer, management employee, consultant, guarantor or in any other manner whatsoever, directly or indirectly, carry on, be engaged in or be concerned with or interested in as a manager, financially or otherwise, or advise as a consultant in the operation of, any Competitive Business anywhere you were licensed to offer the Approved Products and/or Services at any time during the Term of this Agreement. For purposes of this Article 15, "Competitive Business" shall mean, any business offering real estate title services, closing services, settlement services, and/ or escrow services, or any business that offers franchises or licenses to operate a business offering any of the services set forth above. Restrictions in this Agreement on competitive activities do not apply to: (a) the ownership or operation of other businesses that are licensed or franchised by us or any of our Affiliates; or (b) the ownership of shares of a class of securities that are listed on a public stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities.

In the event Franchisee violates the foregoing covenants and/or any particular covenant is not enforceable in Franchisee's jurisdiction and Franchisee continues to provide services associated with the Franchised Business after the termination or expiration of this Agreement, in addition to liquidated damages or any other remedies to which Franchisor may be entitled pursuant to this Agreement, Franchisee hereby agrees that Franchisor is entitled to a deferred training fee as in an amount equal to Fifteen Thousand Dollars

(\$15,000.00) ("Deferred Training Fee), the market value Franchisee received at no charge in consideration for abiding by the terms of this Agreement (including the covenants in this Section 15). Franchisee acknowledges that the benefit of the Initial Training Program, training materials, the licensing of certain systems and software has an inherent value for which Franchisee has made no payment. The parties have agreed that Franchisee shall not utilize the training received, directly or indirectly, with any other person or entity or for its own enterprise anywhere Franchisee was licensed to offer the Approved Products and/or Service at any time during the Term of this Agreement or as otherwise prohibited in this Section 15 without payment to Franchisor of the Deferred Training Fee. Further, the parties have determined that the Deferred Training Fee would not be prohibited or void under applicable state law because its only objective is to postpone the payment for training indefinitely until such time as Franchisee uses the training for other than the operation of the Franchised Business.

15.03 Amendment of Restrictive Covenants

You acknowledge that the provisions of this Article 15 have been inserted for our sole benefit, and that we shall have the right, from time to time during the Initial Term of this Agreement, in our sole discretion, to waive in whole or in part or otherwise reduce the scope of any covenant set forth in this Article 15, or any portion thereof without your consent, effective upon our giving notice thereof to you.

15.04 Other Covenants

You covenant that after termination, non-renewal or expiration of this Agreement, regardless of the cause of termination or expiration, you shall not, without our prior written consent, directly or indirectly:

(a) adopt, use, employ or trade under any of the Proprietary Marks, nor adopt, use, employ or trade under any other name, mark or symbol that constitutes a reproduction, counterfeit, copy, imitation or variation thereof, or which is confusingly similar thereto;

(b) adopt, use, employ or trade under any description or representation that falsely suggests or indicates a connection or association with us;

(c) copy, communicate or otherwise use for benefit of you or of any other person any information deemed confidential pursuant to Article 10 hereof; or

(d) contest or aid others in contesting the validity or enforceability of the Proprietary Marks or the System, contrary to Article 9 hereof.

15.05 Confidential and Non-Competition Covenants of Your Employees

You shall ensure that each of your managers or employees who receive our Confidential Information from you execute the Confidentiality and Non-Competition Agreement we require, the form of which is attached hereto as **Schedule 8**. Such agreement shall contain in-term confidentiality and non-competition covenants similar to the covenants described earlier in this Article 15, as well as post-term confidentiality and non-competition covenants after any manager or other employee who receives such Confidential Information terminates (or has terminated) his or her employment with you. We shall be a third party beneficiary of each such agreement with the independent right, but not obligation, to enforce such agreement's terms. You may, but are not obligated to, use a form of employment agreement for your employees and managers; provided, however, that such employment agreement must incorporate the

confidentiality and non-competition provisions we require (including naming us as a third party beneficiary of such agreement) and must be pre-approved by us.

ARTICLE XVI ASSIGNMENT, TRANSFER AND SALE

16.01 Assignment by Us

We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity without prior notice to you, may assign any or all of its rights under this Agreement, provided that the assignee agrees in writing with Franchisor to assume all obligations to Franchisee arising from the rights transferred, and upon such assignment and assumption Franchisor shall be relieved of all such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Proprietary Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Proprietary Marks (or any variation thereof) and/or the loss of association with or identification of “TitleEase” as Franchisor. Nothing contained in this Agreement shall require us to remain in the real estate title and settlement services business, or to offer the same products and services, whether or not bearing the Proprietary Marks, in the event that we exercise our right to assign our rights in this Agreement.

16.02 Assignment by You

You shall not, in whole or in part, voluntarily or involuntarily, directly or indirectly, pledge, encumber, mortgage, assign, subdivide, sub franchise or otherwise transfer any interest in this Agreement, or any interest in the Business or the Franchise granted hereunder (including, without limitation, by your personal representatives in the event of your death, if you are an individual, by will, declaration of, or transfer in, trust or the laws of intestate succession), or any interest in you or in any proprietorship, partnership or corporate entity which owns any interest in this Agreement or in the Business or the Franchise granted hereunder or in you, nor offer, permit or suffer the same without our prior written approval. Approval shall be subject to compliance with each of the following conditions either before or concurrently with the effective date of the transfer:

(a) your being then in full compliance herewith and settling and paying to us or our Affiliates and all trade creditors of the Business all outstanding debts;

(b) the transferee executing our then-current Franchise Agreement, which agreement may contain entirely different business, financial and other terms from those in this Agreement (which shall have a term equal to the remainder of the term hereof) and such other ancillary agreements, instruments and documents then customarily used by us to grant business franchises;

(c) you and your officers, directors and shareholders, partners or members, if a corporate entity, executing a general release of us, our officers, directors and employees releasing all claims against us, our officers, directors and employees;

(d) the transferee purchasing your assets used in the Business in accordance with all applicable bulk sales legislation and assuming all of your business liabilities;

(e) the transferee being an individual or corporate entity having adequate financial resources and otherwise meeting all the criteria for franchisees;

(f) payment to us, by you or the transferee, of a transfer fee of \$10,000 Dollars;

(g) you and the transferee entering into a written agreement of purchase and sale, the form and content of which shall be subject to our approval;

(h) neither the transferee nor its owners or affiliates operate or have any ownership interest in a Similar Business;

(i) we determine that the purchase price and payment terms will not adversely affect the transferee's operation of the Business;

(j) if you finance any portion of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements or security interests reserved in the Business are subordinate to the transferee's obligation to pay Royalty Fees and other amounts due to us, our Affiliates and third party vendors and otherwise to comply with this Agreement;

(k) you or your transferring owners (and their spouses) will not, for 2 years beginning on the transfer's effective date, engage in any of the activities prescribed in Article 15 hereof; and

(l) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other TitleEase franchises they own and operate) identify themselves or any business as a current or former TitleEase franchisee or as one of our franchisees; use any Proprietary Mark, any colorable imitation of a Proprietary Mark, or other indicia of a TitleEase Business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

16.03 Effect of Consent to Transfer

Our consent to a transfer of this Agreement and the Business or any interest in you is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the successor business' or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement's terms and conditions.

16.04 Assignment to Corporate Entity

Notwithstanding Section 16.02, after obtaining our written consent, the Franchise granted hereunder may, subject to Section 17.01, be assigned by you without charge, once only, to a newly formed corporate entity which shall conduct no business other than the Franchise granted hereunder, which is actively managed by you and in which you at all times own and control greater than fifty percent (50%) of

the equity and voting rights and interests. For purposes of this Agreement, “corporate entity” shall include, but not be limited to, a partnership, corporation or limited liability company, and all references herein to “corporation” shall be deemed to include these other forms of corporate entities. You and such corporate entity shall execute an Assignment and Guarantee Agreement in our standard form.

In the event of such an assignment by you of the Franchise granted hereunder to a corporate entity which you control, you agree, as a condition of being permitted to make such assignment, forthwith to cause the corporate entity and its directors, officers, managers, members, partners and shareholders to acknowledge this Agreement and to agree in writing to be bound by the provisions hereof, cause the corporate entity in its articles of organization to provide in effect that its object or business is confined exclusively to the operation of the Business as provided in this Agreement, and cause the corporate entity to restrict the issue of, and its directors, shareholders, partners or members to restrict the transfer of, equity interests in the corporate entity so that you shall continuously own greater than 50% of the equity and voting rights and interests in such corporate entity.

16.05 Transfer Among Franchisee Individuals

In the event that you comprise two or more individuals, we shall not unreasonably withhold our consent to a sale, assignment or transfer of any kind (a “Transfer”) of the interest of one such individual (the “Transferor”) in the Franchise hereunder to the other individual or individuals comprising you, if but only if:

- (a) the Transferor transfers the whole of such interest in this Agreement and all other agreements relating to the Franchise hereunder;
- (b) the Transfer shall not relieve the Transferor of the Transferor’s obligations hereunder to us;
- (c) the Transfer shall be completed in accordance with all applicable bulk sales legislation;
- (d) the Transferor shall have given us at least 30 days’ prior written notice of the proposed Transfer, together with all reasonable details thereof which we may request;
- (e) the Transferor and the remaining individual(s) with an interest in you execute such documents as may be required by us in connection with such Transfer; and
- (f) the remaining individual(s) with an interest in you is (are), in our opinion, capable of operating the business associated with the Business without the Transferor.

16.06 Our Right of First Refusal

If you shall at any time decide to sell the Business or the ownership interest therein, you shall obtain a bona fide, executed written offer to purchase the Business, and other assets used by you in connection with the Business, from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to us. We shall, for a period of 30 days from the date of delivery of such offer, have the right, but not the obligation, exercisable by written notice to you, to purchase all of the Business and the said assets of yours for the price and on the terms and conditions contained in such offer, provided that we may substitute cash for any form of payment proposed in such offer and there shall be deducted from the purchase price the amount of any commission or fee that would otherwise have been payable to any broker, agent or other

intermediary in connection with such sale. During said 30 day period, we shall have the right to inspect all of your books and records relating to the Business's operation, specifically including all financial records and statements for the 3 full fiscal years preceding the date on which the 30 day right of first refusal commences, and if you are a corporate entity, all corporate minute books, partnership or operating agreements, and transfer records. If we do not exercise our right of first refusal, you may complete the sale of the Business to such purchaser on the same terms offered to us subject to the provisions of Section 16.02 hereof. If the sale to such purchaser is not completed within 60 days after delivery of such offer to us, or if there is a material change to the terms of the offer, we shall again have the right of first refusal herein provided.

16.07 Temporary Operation of Business by Us

For the purposes of this Section 16.07, "you" or "Franchisee" shall include the controlling shareholder of a corporate Franchisee. In the event that you:

(a) fail to keep the Business open for business during the hours required by us (whether pursuant to the Manual or otherwise);

(b) you voluntarily abandon the Business, which means that you have not issued any title insurance policies within the preceding 30 days from the date of our notice to you and you have no title insurance policies scheduled to issue for the next 30 days from the date we notify you of your breach of the Franchise Agreement, or you otherwise indicate an intent by you to discontinue operation of the Business, unless such abandonment is due to causes beyond your control and not related to your availability of funds; or

(c) die or become incapacitated and your heirs or personal representatives have not yet, or do not, assume control of the Business by means of an assignment (with our approval) pursuant to Sections 16.02 and 16.08 hereof, then, unless and until we terminate this Agreement pursuant to Article 13 or Section 16.08 hereof, we shall be entitled to operate and manage the Business for your (or your estate's) account until the Franchise hereunder is terminated, assigned to a party acceptable to us or until you resume control over the Business and operate it in accordance herewith; provided, however, that no such operation and management by us shall continue for more than 90 days without the written consent of you or your personal representatives or the representatives of your estate. In the event that we so operate the Business we shall account to you (or your estate) for all net income from such operation, less our reasonable expenses incurred in, and a reasonable management fee for, our operation of the Business.

16.08 Death or Incapacity

For the purposes of this Section 16.08, "you" or "Franchisee" shall include the controlling shareholder of a corporate Franchisee. If you die or become incapacitated (which shall be deemed to include, in our reasonable opinion, your inability, by reason of physical or mental illness or disability, to operate the business of the Business in the ordinary course for a period of 30 days or more in any consecutive 90 day period) so that you (or, in the case of your incapacity only, the Manager(s)) is not able to devote full time and attention to the operation of the Business, then the rights granted hereunder may be transferred to your heirs or personal representatives, if our prior written consent is obtained, within six months from the beginning of the disability or from the date of death. In no event will we be willing to provide our consent to such transfer unless the conditions set forth in Section 16.02 hereof (save and except the requirement to pay our then-current transfer fee) are satisfied. In the event that such conditions (save

and except the requirement to pay our then-current transfer fee) are not satisfied, we shall have the right in our sole discretion to terminate this Agreement by notice, in the case of death, to your estate and, in the case of your incapacity, to you.

ARTICLE XVII CORPORATE ENTITY FRANCHISEES

17.01 Operating Franchise as a Legal Entity

If you or any successor thereof are a corporate entity, or if the Franchise granted hereunder is assigned to a corporate entity pursuant to Article 16 hereof:

(a) upon the execution of this Agreement (or, in the case of an assignment, upon such assignment) and subject to the provisions of Article 16 hereof, upon each transfer of an interest in this Agreement or in you, all holders of an interest in you shall execute a written agreement with us in the form required by us individually undertaking to be bound, jointly and severally, by all of the terms of this Agreement;

(b) the articles of partnership, partnership agreement, articles of incorporation, by-laws, articles of organization, operating agreement and other organization documents shall recite that the issuance and transfer of any interest therein is restricted by the terms of Article 16 of this Agreement and copies thereof shall be furnished to us at our request. You shall also submit to us, at any time upon request, a list of all directors, officers and partners or beneficial shareholders reflecting their respective interests in you and other information regarding you, in such form as we may require; and

(c) you, if you are a corporation, shall maintain stop transfer instructions against the transfer on your records of any securities with voting rights subject to the restrictions of Article 16 hereof and shall issue no such securities, nor permit any issued securities to remain outstanding, upon the face of which the following printed legend does not legibly and conspicuously appear:

“The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between and _____.”

or

“The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between and _____.”

ARTICLE XVIII
TAXES, PERMITS AND INDEBTEDNESS

18.01 Responsibility for Taxes

You shall be solely responsible for all expenses of the business franchised by this Agreement and shall promptly pay when due all taxes levied or assessed and all indebtedness to us or to others incurred by you in connection with the conduct of such business.

18.02 Compliance with Laws

You shall comply with all federal, provincial and local by-laws, rules and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the business licensed by this Agreement, including, without limitation, licenses to do business, name registrations and sales tax permits.

18.03 Notice of Litigation

You shall notify us in writing within 5 days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other government instrumentality which may adversely affect the operation or financial condition of the business associated with the Business.

ARTICLE XIX
DISCOUNTS

19.01 Discounts

In the event that any volume discounts, rebates, allowances, or other similar discounts are received by us from any manufacturer or other supplier designated by us on account of purchases made by us for our account or for your account, or by you directly for your own account, we shall have the option to retain the full amount of the said volume discounts, rebates, allowances, or other similar discounts.

ARTICLE XX
CUSTOMER RELATIONS

20.01 Limitation on Products and Services Offered

You shall not offer any products or services of any kind in the Business or in any other way associated or connected with the Proprietary Marks, except those products and services authorized by this Agreement, the Manual and any other written consent which we may from time to time authorize.

20.02 Quality of Service

In order to protect the reputation of us and the Franchised Business and increase consumer confidence in the Proprietary Marks and the System, you agree to offer only the Approved Products and Services and any other products and services to your customers in compliance with all applicable laws and regulations.

20.03 Employment and Retainer Agreements

You shall cause each agreement for employing or retaining employees to contain provisions which require all employees to comply with all the provisions of this Article 20. You shall in any event be responsible for full compliance by your employees with the provisions of this Article 20. You shall also be responsible for obtaining executed Confidentiality and Non-Competition Agreements from your Manager(s) and all of your employees, as hereinbefore described. Such Confidentiality and Non-Competition Agreements shall be in the form as prescribed by us from time-to-time and shall identify us as a third party beneficiary of such agreements with the independent right, but not obligation, to enforce the terms of such agreements. We shall be a third-party beneficiary under such agreement(s), but we are not obligated to enforce any of those agreements on your or our behalf.

20.04 Complaints

You shall respond promptly and in good faith to any complaints raised by your customers. You shall rectify any complaints promptly and courteously. No later than the first day of the week following your receipt of any customer complaint, you shall provide to us a complaints report listing the name, addresses, and telephone numbers of any customers who have made a complaint, and a brief description of the complaint.

20.05 Legal Actions

You shall notify us promptly, in writing, of any civil action or any administrative proceeding or criminal prosecution commenced against you in any way arising out of or in connection with the operation of the Business.

ARTICLE XXI RELATIONSHIP AND INDEMNIFICATION

21.01 Independent Parties

Other than in your relationship with the agent providing you with the real estate title insurance, in which you will serve as a policy signatory, designated responsible agent or branch office, you and will at all times remain an independent contractor and are not and shall not represent yourself to be an agent, joint venturer, partner or employee of ours, or to be related to us other than as our independent franchisee. No representations will be made or acts taken by you which could establish any apparent relationship of agency, joint venture, partnership or employment, and we shall not be bound in any manner whatsoever by any agreements, warranties or representations made by you to any other person, nor with respect to any other action of yours. You shall not establish any bank account, make any purchase, apply for a loan or credit, or incur or permit any obligation to be incurred in our name or on our credit.

21.02 Non-Liability

We shall not be obligated or liable for any injury or death to any person, or damage to or loss of any property caused by your action, failure to act, negligence, breach of this Agreement or willful misconduct, nor for any liability of yours.

21.03 Indemnification by Us

We shall, during the Initial Term of this Agreement only, indemnify you and hold you harmless from and against all damages, losses, claims, expenses and costs (including your attorney and customer

costs, travel, investigation and living expenses and witness fees) for which you are held liable, or which you incur in the defense of any litigation commenced against you as a direct result of your proper use of the Proprietary Marks in accordance herewith, provided that you have timely notified us of such litigation or threatened litigation. We shall have the right to participate in and to control such litigation or proceeding (including the right to compromise or settle such litigation or proceeding) to the extent that we deem necessary or advisable, and you shall fully cooperate with us and execute such documents and do such acts and things as, in our opinion, may be necessary.

21.04 Indemnification by You

You shall, during the Initial Term of this Agreement and after the termination or expiration of this Agreement and in addition to your obligations contained in Article 14 hereof, indemnify us and our Affiliates and our respective officers, directors and employees, and hold them harmless from and against all damages, losses, claims, actions, liability, expenses and costs for which they are held liable or which they incur (including solicitor and legal fees, customer costs, travel, investigation and living expenses of employees and witness fees) in any litigation or proceeding as a result of or arising out of:

- (a) your breach of this Agreement, or any other lease, agreement or contract to which we and you are Parties;
- (b) any injury to, or loss of property of, any person in or on the Premises;
- (c) your taxes, liabilities, costs or expenses of your Business;
- (d) losses, claims or damages incurred by persons, other than you, due to errors or omissions contained in financial statements prepared by you pursuant to Section 4.11 hereof, even if caused by the negligence of us, our employees, agents, contractors, or others for whom we are, in law, responsible;
- (e) any negligent or willful act or omission of you, your employees, agents, servants, contractors or others for whom you are, in law, responsible; and
- (f) any marketing or promotional material distributed, broadcast or in any way disseminated by you or on your behalf, unless such material has been produced or approved in writing by us.

ARTICLE XXII DISPUTE RESOLUTION

22.01 Litigation, Waiver of Jury Trial; Limitation of Damages, etc.

The Parties agree that any dispute resolution between you and us (and/or involving any principal of yours or which could be brought by you or on your behalf and including matters involving any of our related entities or otherwise) involving any litigation, dispute, controversy, claim, proceeding or otherwise between or involving you and us or otherwise, will be resolved through arbitration unless otherwise set forth in this Article, and

THE PARTIES AGREE THAT IN ANY DISPUTE BETWEEN US AND YOU (AND/OR ANY PRINCIPAL OF YOURS OR WHICH COULD BE BROUGHT BY YOU OR ON YOUR BEHALF) THE PARTIES KNOWINGLY WAIVE ALL RIGHTS TO TRIAL BY JURY, IF AND WHEN LITIGATION

IN COURT IS DEEMED APPROPRIATE. IN ANY LITIGATION OR OTHERWISE, THE PARTIES WAIVE ALL RIGHTS TO PUNITIVE, EXEMPLARY, MULTIPLE, PAIN-AND-SUFFERING, MENTAL DISTRESS OR SIMILAR DAMAGES AND AGREE THAT THE PARTIES MAY ONLY RECOVER ACTUAL FINANCIAL LOSSES. YOU MAY NOT INSTITUTE ANY CLASS ACTION REGARDING ANY CLAIMS THAT YOU MAY HAVE RELATING TO YOUR FRANCHISE AGREEMENT OR BUSINESS RELATIONSHIP WITH US.

22.02 Prior Notice of Claims by You

Prior to your taking any legal or other action against us, whether for damages, injunctive, equitable or other relief (including but not limited to rescission) and whether by way of claim, counterclaim, cross-complaint, raised as an affirmative defense or otherwise, based on any alleged act or omission of ours, you will first give us 60 days' prior written notice and opportunity to cure such alleged act or omission.

22.03 Non-Binding Mediation.

In case of any dispute arising during the Term of this Agreement, which cannot be settled by reasonable discussion among the Parties, the Parties agree that, prior to commencing any arbitration proceeding as contemplated by Section 23.04 they will first engage the services of a professional mediator agreed upon by the Parties and attempt in good faith to resolve the dispute through confidential non-binding mediation. If the Parties cannot agree upon a mediator before the expiration of 5 days from the date that the dispute has been referred to mediation then the Parties will use the American Arbitration Association's ("AAA") rules for choosing a mediator. The mediation shall take place in Warwick, Rhode Island unless otherwise mutually agreed to by the Parties. The Parties agree that any statements made by either Party in any mediation proceeding will not be admissible in any subsequent arbitration or legal proceeding. Each Party shall bear one-half (1/2) of the mediator's fees and expenses and shall pay all of its own attorneys' fees and expenses related to the mediation. If the dispute has not been settled within 30 days after referring this matter to mediation, then, upon notice by either Party to the other, the dispute shall be submitted for and finally settled by arbitration.

22.04 Arbitration

(a) Institution of Arbitration Proceedings. Any dispute between the Parties arising out of or relating to this Agreement, whether brought forth under breach of contract, tort, restraint of trade or other theory of statutory or common law, will be settled by arbitration before the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in Warwick Rhode Island by one (1) arbitrator who has at least 5 years' experience in the areas franchise or distribution, licensing, or commercial contract law, and must not be related to or affiliated with TitleEase, Franchisee or their respective affiliates, principals, agents or representatives. The Parties may jointly agree upon the choice of an arbitrator but if they cannot agree upon one within 5 days from the date of the filing of the arbitration then the Parties shall use the process set forth in the AAA Commercial Rules. The arbitrator chosen to resolve the dispute will be bound exclusively by the laws of the State of Rhode Island without regard to its principles of choice of law. If either Party deems it necessary, it can seek interim or injunctive relief in aid of arbitration in accordance with the AAA rules. Judgment upon the award rendered by the arbitrator and/or such interim relief rendered by the arbitrator or the emergency arbitrator may be entered in any court having jurisdiction thereof pursuant to applicable law.

(b) Arbitrator Fees and Costs. The arbitrator's fees will be borne equally by the Parties. All other costs and expenses in connection with the arbitration will be borne initially by the Party who incurs such expense or who requests a service (including, without limitation, a transcript of a deposition or of the arbitration proceeding). At the conclusion of the arbitration proceeding, all costs and expenses of the prevailing Party shall be reimbursed by the Party that does not prevail at the discretion of the arbitration panel. If a Party prevails on some but not all issues, the arbitration panel will determine the manner in which such costs and expenses will be borne.

(c) Payment. Any award rendered by the arbitrator will be paid promptly, without deduction or offset and judgment upon the award may be entered by any court of competent jurisdiction.

(d) Confirmation of Award. Any award rendered by the arbitrator may be confirmed in any court of competent jurisdiction. If the award is confirmed by such court, the Party challenging the award or resisting enforcement of a judgment entered upon the award will pay, to the extent permitted by law, all costs, attorneys' fees and expenses incurred by the other Party in defending the award or seeking enforcement of the judgment

(e) No Collateral Estoppel. The decision of the arbitration panel will have no collateral estoppel effect with respect to a claim by or against any person or business entity who is not a Party to the arbitration.

(f) Binding on the Parties. The decision of the arbitration panel will be final and binding on the Parties, and the arbitration panel's award will be the exclusive remedy between the Parties with respect to all claims and issues arising out of the transaction(s) or occurrence(s) at issue, whether or not presented or pled to the arbitrator. Notwithstanding the foregoing, either Party may appeal the decision of the arbitration panel to the AAA in accordance with AAA rules.

(g) Limitation of Adjudicative Proceedings. Each of the Parties irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at or in equity, relating to this Agreement, whether there are other Parties in such action or proceeding.

(h) Injunctive Relief. Notwithstanding in this Article 22, each Party recognizes that the failure of the other Party to comply with the terms of this Agreement could cause the non-breaching Party irreparable damage for which monetary damages would be insufficient. Therefore, it is mutually agreed that in the event of a breach or threatened conduct that may cause a Party to breach and is likely to result in any irreparable loss or damage according to the equity rules (including, without limitation, for a violation of Articles 9 and 10, the non-breaching Party may seek interim injunctive relief from a court, until such time as a final and binding determination is made by the arbitration panel. If interim injunctive relief is sought from a court, it shall be sought in a court of competent jurisdiction. Application to a court for interim injunctive relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The foregoing right to seek interim injunctive relief is in addition to, and not in lieu of, all other remedies or rights that the non-breaching Party might otherwise have by virtue of any breach of this Agreement by the other Party. Notwithstanding anything to the contrary in this Agreement, Franchisor will have the right to commence a civil action in any court of competent jurisdiction

against Franchisee or take other appropriate action to compel supplier's compliance with standards related to Intellectual Property owned by Franchisor or requirements to protect the goodwill of the intellectual property owned by Company or its Affiliates.

22.05 Periods In Which to Make Claims

The Parties agree that, except as provided below, no action or suit (whether by way of claim, counterclaim, cross-complaint, raised as an affirmative defense or otherwise) by either Party will lie against the other (nor will any action or suit by you against any person and/or entity affiliated with us), whether for damages, rescission, injunctive or any other legal and/or equitable relief, in respect of any alleged breach of this Agreement, or any other claim of any type, unless such Party will have commenced such action or suit before the expiration of the earlier of:

(a) One hundred eighty (180) days after the date upon which the state of facts giving rise to the cause of action comes to the attention of, or should reasonably have come to the attention of, such Party; or

(b) One (1) year after the initial occurrence of any act or omission giving rise to the cause of action, whenever discovered.

(c) Notwithstanding the foregoing limitations, where any federal, state or provincial law provides for a shorter limitation period than above described, whether upon notice or otherwise, such shorter period will govern.

(d) The foregoing limitations may, where brought into effect by our failure to commence an action within the time periods specified, operate to exclude our right to sue for damages but will in no case, even upon expiration or lapse of the periods specified or referenced above, operate to prevent us from terminating your rights and our obligations under this Agreement as provided herein and under applicable law nor prevent us from obtaining any appropriate court judgment, order or otherwise which enforces and/or is otherwise consistent with such termination.

(e) The foregoing limitations shall not apply to our claims arising from or related to: (1) your under-payment or non-payment of any amounts owed to us or any affiliated or otherwise related entity; (2) indemnification by you; (3) your confidentiality, non-competition or other exclusive relationship obligations; and/or (4) your unauthorized use of the Proprietary Marks.

22.06 Withholding Consent

In no event will you make any claim, whether directly, by way of setoff, counter-claim, defense or otherwise, for money damages or otherwise, by reason of any withholding or delaying of any consent or approval by us.

22.07 Survival and Construction

Each provision of this Article 22, together with the provisions of Article 23, will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, will survive and will govern any claim for rescission or otherwise. Each provision

of this Agreement will be construed as independent of, and severable from, every other provision; provided that if any part of this Agreement is deemed unlawful in any way, the Parties agree that such provision will be deemed interpreted and/or modified to the minimum extent necessary to make such provision lawful or, if such construction is not permitted or available, the remainder of this Agreement will continue in full force and effect. Each Party reserves the right to challenge any law, rule or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

22.08 Costs and Attorneys' Fees

Each Party will each bear their respective costs of enforcement and/or defense (including but not limited to attorneys' fees) in any claim or dispute between the Parties (including your and/or our affiliates, related persons/entities, etc.) and will make no claim against the other with regard thereto.

22.09 Validity and Execution

This Agreement will become valid when executed and accepted by us.

22.10 Binding Effect; No Modifications

This Agreement is binding upon the Parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both Parties.

22.11 Construction

Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. Except where this Agreement expressly provides otherwise, we have the right to condition, withhold and/or refuse, in our sole and absolute discretion, any request by you and our approval of, or consent to, any action or omission by you. The headings of the several articles and sections hereof are for convenience only and do not define, limit, or construe the contents of such articles or sections. The term "attorneys' fees" will include, without limitation, legal fees, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand or claim, action, hearing or proceeding to enforce the obligations of this Agreement. References to a "controlling interest" in you will mean more than fifty percent (50%) of the voting control of you, if you are a corporation or limited liability company, and any general partnership interest, if you are a partnership. The term "Franchisee" as used herein is applicable to one (1) or more persons or a corporate entity, as the case may be. The singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time Franchisee hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us will be joint and several. This Agreement will be executed in multiple copies, each of which will be deemed an original. Each of the provisions of this Article 22 shall apply to any claim brought (or which could be brought) by you, any principal of yours or on your behalf.

22.12 Choice of Laws

Except as provided elsewhere in this Agreement and except to the extent governed by the United States Trademark Act and other federal laws, the Parties agree that this Agreement (including any claims, counter-claims or otherwise by you) and all other matters concerning the Parties will be governed by, and construed and enforced in accordance with, the laws of the State of Rhode Island.

ARTICLE XXIII GENERAL

23.01 Joint and Several

If two or more Parties shall sign or be subject to the terms and conditions of this Agreement as Franchisee, the liability of each such Party to make the payments to be made and to perform all other obligations to be performed under or pursuant to this Agreement shall be deemed to be joint and several. A breach hereof of one (1) such Party or you shall be deemed to be a breach of both or all.

23.02 Rights Cumulative

No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall such right or remedy be deemed to be, exclusive of any other right or remedy herein or by law or equity provided or permitted and each shall be cumulative of every other right or remedy.

23.03 Entire Agreement and Amendments

This Agreement, the Schedules hereto and any documents incorporated by reference herein, contain the entire understanding and agreement of the Parties hereto concerning the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof, whether oral or written; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. Except as provided herein, you acknowledge and agree that there are no warranties, representations, statements, promises or inducements, express or implied, or collateral, whether oral or written, about this Agreement by us or our officers, directors, shareholders, employees or agents that are contrary to the terms of this Agreement or the documents referred to herein. No amendment or other modification to this Agreement shall be valid or binding upon the Parties unless the same is in writing signed by both Parties to this Agreement.

Notwithstanding anything stated in section 24.03, this Agreement may be amended at any time whenever we and a super-majority (as hereinafter defined) of the then operating franchises agree to any such amendment. We agree to provide you, at least 90 days prior to the date such amendment is to be effective, a copy of the proposed amendment, together with a brief statement explaining the reasons therefore. A "super-majority" of the TitleEase franchises shall consist of the owners of at least 75% of all franchised TitleEase Businesses in the United States of America. Whenever a super-majority of franchised businesses approve an amendment in the manner provided for herein, such amendment shall be binding on all franchises, including you, to the same extent and in the same manner as if the amendment was unanimously approved by all franchises, and regardless whether you may or may not desire to be bound by the amendment. By signing this Agreement, you appoint any of our officers as your attorney in fact with irrevocable power and authority to execute any such amendment so approved.

23.04 Non-Waiver

No waiver by us of any breach, failure or default in performance by you and no failure, refusal or neglect of ours to exercise any right hereunder or to insist upon strict compliance with or performance by your obligations hereunder shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach, failure or default and shall not constitute a waiver by us of our rights at any time or thereafter to require strict compliance with the provisions hereof.

23.05 Invalid Provisions; Substitution of Valid Provisions

As stated earlier in this Agreement in Article 15, if any provision of this Agreement relating to the payment of fees to us, to non-competition during the Initial Term of this Agreement, or to the preservation of any of the Proprietary Marks or confidential information disclosed pursuant to this Agreement is declared invalid or unenforceable, and if, as a result, we believe in our sole opinion that the continuation of this Agreement would not be in the best interests of the System, we have the right to terminate this Agreement on written notice to you. If any state or federal law requires renewal of this Agreement, you agree to enter into our then-current form of franchise agreement. To the extent that any restrictive covenant contained in this Agreement is deemed unenforceable because of its scope in terms of area, business activity prohibited, or length of time, you agree that the invalid provision will be deemed modified or limited to the extent or manner necessary to make that particular provision valid and enforceable to the greatest extent possible in light of the intent of the Parties expressed in that provision under the laws applied in the forum in which we are seeking to enforce it.

If any lawful requirement or court order of any jurisdiction (1) requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, or (2) makes any provision of this Agreement or any specification, standard or operating procedures prescribed by us invalid or unenforceable, the advance notice and/or other action required or revision of the specification, standard or operating procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provision enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted.

23.06 Time of Essence

Time shall be of the essence in this Agreement.

23.07 Gender

Whenever a personal pronoun is used herein, it is understood that such usage shall include both singular and plural, masculine, feminine and neuter, and refer in appropriate cases to corporations or other legal entities as well as to individuals.

23.08 Notice

All notices, consents, approvals, statements, authorizations, documents, or other communications required or permitted to be given hereunder shall be in writing, and may be delivered personally or mailed by registered mail, postage prepaid, or transmitted by telex or other form of electronic communication tested prior to transmission to the said Parties at their respective addresses set forth hereunder, namely:

To Franchisor at: TitleEase LLC
Attn: Jennifer S. Johnson, Esq.
2374 Post Road, Suite 112B
Warwick, RI 02886

To Franchisee at: _____

or at any such other address or addresses as the Party to whom such notice, consent, approval, statement, authorization, documentation or other communication is to be given may designate by notice in writing so given to the other Parties hereto as provided hereinbefore. Any notices, consents, approvals, statements, authorizations, documents or other communications, if mailed, shall be deemed to have been given on the fifth (5th) business day (except Saturdays and Sundays) following such mailing, or, if delivered personally or transmitted by telex or other form of electronic communication, shall be deemed to have been given on the day of delivery or transmission (as the case may be), if a business day, or if not a business day, on the business day next following the day of delivery or transmission (as the case may be).

23.09 Impossibility of Performance

Notwithstanding anything to the contrary contained in this Agreement, if either Party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, terrorism, acts of God or other reasons beyond the control of such Party, whether all of a like nature or not, which is not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then the performance of such term, covenant or act is excused for the period of the delay and the Party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section shall not in any way operate to excuse you from the prompt payment of any fees, Royalty Fees or other sums required to be paid to us or our affiliates by the terms of this Agreement, or from the prompt performance of any of your other obligations hereunder where such prompt performance is delayed, hindered or prevented by reason of lack of funds.

23.10 Further Assurances

Each of the Parties covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof. You shall, within the time and from time to time forthwith upon our request, provide us with a statutory declaration confirming any matter provided for in this Agreement. You shall, at any time and from time to time forthwith upon our request, provide us with access to your corporate records to confirm your compliance with the terms of this Agreement.

23.11 Enforcement

You acknowledge that your failure to comply herewith could cause us irreparable harm which may not be compensable by way of damages, and, therefore, we shall be entitled to apply to a court of competent jurisdiction to have ourselves appointed as the receiver of your Business and to obtain (without bond) declarations, temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to your use of the Proprietary Marks, relating to your obligations upon termination or expiration of this Agreement, and relating to assignment of the Franchise hereunder and ownership interests in you, and to prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, by-law or regulation, is dishonest or misleading to your customers or prospective customers, or constitutes a danger to employees, customers, or to the public, or which may impair the goodwill associated with the Proprietary Marks. If we secure any such injunction, declaration or order of specific performance, you agree to pay to us any damages incurred by us as a result of your breach of any provision, our full legal fees and customer costs and all expenses we may have incurred to enforce this Agreement (including a reasonable allowance for our employees' time spent).

23.12 You May Not Withhold Payments

You agree that you will not, on grounds of an alleged nonperformance by us of any of our obligations or for any other reason, withhold payment of any amount due whatsoever to us or our Affiliates. No endorsement or statement on any check or payment of any sum less than the full sum due to us shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and we may accept and cash such check or payment without prejudice to our right to recover the balance due or pursue any other remedy provided herein or by law. We may apply any payments made by you as we may see fit. We may set off against any payment due by you to us, and may, at our option, pay your trade creditors and, if do so, you shall repay us on demand.

23.13 Changes and Modifications

You understand and agrees that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another System in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the premises, equipment, signage, décor, color schemes and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying or substituting the Proprietary Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions or alterations, at your own expense.

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

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third Party complaining of any such modifications or seeking expenses, losses or damages caused thereby.

23.14 Acknowledgments

YOU ACKNOWLEDGE THAT YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS FRANCHISED HEREUNDER, AND RECOGNIZE THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON YOUR ABILITY AS AN INDEPENDENT BUSINESS PERSON. WE EXPRESSLY DISCLAIM THE MAKING OF, AND YOU ACKNOWLEDGE THAT YOU HAVE NOT RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, AND UNDERSTOOD THIS AGREEMENT, INCLUDING THE SCHEDULES HERETO; THAT WE HAVE FULLY AND ADEQUATELY EXPLAINED THE PROVISIONS OF EACH TO YOUR SATISFACTION; AND THAT WE HAVE ACCORDED YOU AMPLE TIME AND OPPORTUNITY TO CONSULT WITH

ADVISORS OF YOUR OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED “DISCLOSURE REQUIREMENT AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES” AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED OR ANY MONEY WAS PAID TO US AND/OR OUR AFFILIATE.

YOU ARE AWARE OF THE FACT THAT SOME FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS AND, CONSEQUENTLY, THAT OUR OBLIGATIONS AND RIGHTS IN RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

23.15 Compliance with Patriot Act

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. “Anti-Terrorism Laws” mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners’ assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

23.16 Step-In Rights

(a) If we determine in our sole judgment that the operation of your Business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to operate your Business for as long as we deem necessary and practical up to a period of 90 days from the date that we exercise such step-in rights, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your Franchised Business; or we determine that operational problems require that we operate your Business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the Business as a going concern.

(b) We shall keep in a separate account all monies generated by the operation of your Business, less the expenses of the Business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys’ fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us

from exercising any other right which we may have under this Agreement, including, without limitation, termination.

ARTICLE XXIV TECHNOLOGY

24.01 Computer Systems and Required Software

The following terms and conditions shall apply with respect to the Computer System and Required Software:

(a) We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among TitleEase Businesses, including without limitation: (i) back office systems, data, audio, between or among TitleEase franchisees, and between and among your Business and us or you; (ii) physical, electronic, and other security systems; (iii) printers and other peripheral devices; (iv) archival back-up systems; and (v) internet access mode and speed (collectively, the “Computer System”).

(b) We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (i) computer software programs and accounting system software that you must use in connection with the Computer System (“Required Software”), which you shall install; (ii) updates, supplements, modifications, or enhancements to the Required Software, which you shall install; (iii) the tangible media upon which you shall record data; and (iv) the database file structure of your Computer System.

(c) You shall record all sales on computer-based systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing, which shall be deemed part of your Computer System.

(d) You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may request in writing (collectively, “Computer Upgrades”).

(e) You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us.

24.02 Data

We may, from time-to-time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the Computer System installed at your Business, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data pertaining to the Business, and all data created or collected by you in connection with the System, or in connection with your operation of the Business or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us on our request. We hereby license the use of

such data back to you for the Initial Term of this Agreement, at no additional cost, solely for your use in connection with the business franchised under this Agreement.

24.03 Privacy

You shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding customers or other individuals (“Privacy”), and shall comply with our standards and policies pertaining to Privacy. If there is a conflict between our standards and policies pertaining to Privacy and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy within the bounds of applicable law.

24.04 Telecommunications

You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Intranet (as defined below), if any, and/or such other computer systems as we may reasonably require.

24.05 Intranet

We may establish a website or other online communication platform providing private and secure communications between us, you, other franchisees or licensees and other persons and entities as determined by us, in our sole discretion (the “Intranet”). You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet, and utilizing the Intranet in connection with the operation of the Business. The Intranet may include, without limitation, the Manuals, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet.

24.06 Online Use of Proprietary Marks

You shall not use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium, except for any e-mail address that we may set up for you. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

24.07 No Outsourcing Without Prior Written Approval

You shall not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor’s entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

24.08 Changes to Technology

You and we acknowledge and agree that changes to technology are dynamic and not predictable within the Initial Term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree that you shall abide by those reasonable new standards established by us as if this Article 24 were periodically revised by us for that purpose. You acknowledge and understand that this Agreement does not place any limitations on either our right to require you to obtain computer upgrades or the cost of such computer upgrades.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

FRANCHISOR:
TITLEEASE LLC,

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

EXHIBIT A

DEFINITIONS TO FRANCHISE AGREEMENT

“Affiliates” refers to the affiliates of TitleEase LLC

“Approved Products and Services” are the only services that a Franchisee is permitted to offer under the Franchise Agreement

“Business” refers to your TitleEase franchise.

“Collateral” has the meaning set forth in Section 25.01 of the Franchise Agreement.

“Company” has the meaning set forth in the First Introductory paragraph of the Franchise Agreement.

“Competitive Business” shall have the meaning defined in Section 15.02 of this Agreement

“Confidential Information”

“Days” The term days in the Franchise Agreement shall be calendar days unless otherwise stated in the Franchise Agreement.

“Disclosure Document” means the Franchise Disclosure Document referred to in the fourth Whereas clause.

“Franchisee” has the meaning set forth in the first introductory paragraph of the Franchise Agreement.

“Franchisor” means TitleEase LLC.

“Gross Sales” has the meaning set forth in Section 4.04 of the Franchise Agreement.

“Individual Advertising” has the meaning set forth in Section 5.02 of the Franchise Agreement

“Initial Franchise Fee” has the meaning set forth in Paragraph 4.01 of the Franchise Agreement

“Initial Term” has the meaning set forth in Section 2.01 of the Franchise Agreement

“Initial Training Tuition” has the meaning set forth in Section 4.01 of the Agreement

“Manual” means the Confidential Operations Manual, which is set forth in Section 8.05 of the Franchise Agreement

“Opening Date” has the meaning set forth in Section 3.02 of the Franchise Agreement.

“Privacy” has the meaning set forth in Section 24.03 of the Franchise Agreement.

“Proprietary Marks” means the trademark(s) owned by the Franchisor, and is referred to in Section 9.01.

“Royalty Fee” has the meaning set forth in Section 4.02 of the Franchise Agreement.

“Security Interest” has the meaning set forth in Section 25.01 of the Franchise Agreement.

“System” refers to the TitleEase business system that the Franchisee is granted to use during the term of the Franchise Agreement.

“Technology Fee” has the meaning set forth in Section 4.02 of the Franchise Agreement

“Technology Set-Up Fee” has the meaning set forth in Section 4.01 of the Franchise Agreement

“Territory” has the definition set forth in Schedule 2 of the Franchise Agreement

“TitleEase” has the meaning set forth in the second introductory paragraph.

“Transfer” shall have the meaning set forth in Section 16.05 of the Franchise Agreement

“Transferor shall have the meaning set forth in Section 16.05 of the Franchise Agreement

“Website” has the meaning set forth in Section 5.04 of the Franchise Agreement.

SCHEDULE 1 TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given on _____,
by _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "Agreement") on this date by TitleEase LLC ("us", "we", or "our"), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the Initial Term of the Agreement and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality and dispute resolution requirements.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; and (4) this liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment of performance of the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the Initial Term of the Agreement.

Each of the undersigned waives all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty.

IN WITNESS WHEREOF, each of the undersigned has affixed their signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE 2 TO THE FRANCHISE AGREEMENT

TERRITORY ACCEPTANCE STATEMENT

The Territory of the Franchise which relates to the foregoing Franchise Agreement dated _____, 20____ between TitleEase LLC (“Franchisor”) and _____ (“Franchisee”) shall be the area defined below:

_____, which constitute the state or states in which the Franchisee is licensed to offer Real Estate Title and Settlement Services.

FRANCHISEE:

By: _____
Name: _____
Title: _____

The undersigned officer of Franchisor hereby approves the above-described Business location.

FRANCHISOR:
TITLEEASE LLC,

By: _____
Name: _____
Title: _____

SCHEDULE 3 TO THE FRANCHISE AGREEMENT

**TRANSFER OF FRANCHISE TO A
CORPORATION OR LIMITED LIABILITY COMPANY**

This Transfer Agreement hereby amends that certain Franchise Agreement dated _____, 20__ between TitleEase LLC ("Franchisor") and _____ ("Franchisee").

The undersigned, an Officer, Director and Owner of a majority of the issued and outstanding voting stock of the corporation set forth below, or Members of the issued and outstanding Interests of the Limited Liability Company set forth below and the Franchisee of the Business under a Franchise Agreement executed on the date set forth below, between himself or herself and Franchisor, granting him/her a franchise to operate at the location set forth below, and the other undersigned Directors, Officers and Shareholders of the Corporation, or the Members of the Limited Liability Company, who together with Franchisee constitute all of the Shareholders of the Corporation, or the Members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the Corporation, or Limited Liability Company in accordance with the provisions of Section 16.04 of the Franchise Agreement, agree as follows:

1. The undersigned Franchisee shall remain personally liable in all respects under the Franchise Agreement and all the other undersigned Officers, Directors and Shareholders of the Corporation, or the Members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Franchise Agreement including the restrictive covenants contained in Article 15 thereof, to the same extent as if each of them were the Franchisee set forth in the Franchise Agreement and they jointly and severally personally guarantee all of the Franchisee's obligations set forth in said Agreement.

2. The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company without the prior written approval of the Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company shall bear the following legend:

"The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between _____ and _____, Inc."

or

"The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between _____ and _____, Inc."

3. _____ or his designee shall devote his best efforts to the day-to-day operation and development of the Business.

4. _____ hereby agrees to become a Party to and to be bound by all of the provisions of the Franchise Agreement executed on the date set forth below between Franchisee and Franchisor, to the same extent as if it were named as the Franchisee therein.

Date of Franchise Agreement: _____

Territory of Business: _____

WITNESS: As to Paragraph 3:

_____ [Name]

As to Paragraph 4:

_____ [Name]

ATTEST:

Name of Corp. or Limited Liability Company

By: _____ (SEAL)

Title: _____

In consideration of the execution of the above Agreement, _____, Inc. hereby consents to the above referred to assignment on this ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

SCHEDULE 4 TO THE FRANCHISE AGREEMENT

STATE AMENDMENTS TO FRANCHISE AGREEMENT

AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA

1. Article 4 entitled "Fees and Report" shall be amended to include the following language at the end of this section:

Notwithstanding the language in this section, the highest interest rate allowed by California law is 10% per annum.

2. Section 13(c) entitled "Termination without Right to Cure" provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

3. Article 15 entitled "Non-competition" contains covenants not to compete which extend beyond the termination of the franchise. These provisions may not be enforceable under California Law. Therefore, these sections are hereby modified to the extent necessary to be consistent with California Business and Professions Code Sec. 16600.

4. Section 22.10 entitled "Choice of Law" requires application of the laws of _____. This provision may not be enforceable under California law.

Dated: _____

TITLEEASE LLC

By: _____
Its: _____

Dated: _____

FRANCHISEE: _____

By: _____
Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

ILLINOIS AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. In conformance with the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements, adopted September 18, 2022 and effective January 1, 2023, add the following to each Illinois addenda:

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

TITLEEASE LLC

By: _____
Its: _____

Dated: _____

FRANCHISEE: _____

By: _____
Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

INDIANA AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT

1. The following language shall be added to Article 2 entitled “Initial Term: and Section 16.06 entitled “Our Right of First Refusal”:

The release will not relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act, IC 23-2-2.7.

2. The following language shall be added to Article 15 entitled “Non-Competition”:

The time and geographic scope of the covenant not to compete shall not be greater than allowed by IC 23- 2-2.7-1(9).

Dated: _____

TITLEEASE LLC

By: _____
Its: President

Dated: _____

FRANCHISEE: _____

By: _____
Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

IOWA AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT

1. Article 2 entitled “Initial Term” shall be amended as follows:

Notwithstanding the foregoing, we shall not refuse to renew a franchise unless both of the following apply:

- a. You have been notified of our intent not to renew at least six months prior to the expiration date or any extension of the franchise agreement.
- b. Any of the following circumstances exist:
 - (i) Good cause exists, provided that our refusal to renew is not arbitrary or capricious. For purposes of this subsection, “good cause” means cause based on a legitimate business reason.
 - (ii) We and you agree not to renew the franchise.
 - (iii) We completely withdraw from directly or indirectly distributing our products or services in the geographic market served by you, provided that upon expiration of the franchise, we agree not to seek to enforce any of your covenants not to compete with us or our franchisees.

2. Article 22 entitled “Dispute Resolution” shall be amended as follows:

Notwithstanding the foregoing, the following language shall be added to Section 17.01:

- a. A provision in a franchise agreement restricting jurisdiction to a forum outside this state is void with respect to a claim otherwise enforceable under Section 537A.10 of the Iowa Code.
- b. A civil action or proceeding arising out of a franchise may be commenced wherever jurisdiction over the Parties or subject matter exists, even if the agreement limits actions or proceedings to a designated jurisdiction.
- c. Venue for a civil action commenced under this chapter shall be determined in accordance with Chapter 616 of the Iowa Code, Place of Bringing Actions.
- d. A condition, stipulation, or provision requiring the application of the law of another state in lieu of Section 537A.10 of the Iowa Code is void.

Dated: _____

TITLEEASE LLC

By: _____
Its: President

Dated: _____

FRANCHISEE: _____

By: _____
Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

MARYLAND AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT

1. The Franchise Agreement is amended to include the following:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Section 2.2 entitled "Renewal" and Article 16 entitled "Assignment, Transfer And Sale" is revised to include the following:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Article 22 entitled "Dispute Resolution" is revised to include the following:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Dated: _____

TITLEEASE LLC

By: _____
Its: President

Dated: _____

FRANCHISEE: _____

By: _____
Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

MINNESOTA AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT

1. Article 2 entitled "Initial Term" and Article 22 entitled "Dispute Resolution" shall be amended as follows:

The release referred to in this section shall not relieve any person from liability imposed by Minnesota statute 1973 supplement, § 80C.01 to 80C.22. However, the Parties are free to enter into voluntary settlements of disputes.

2. Article 4 entitled "Fees and Reporting" shall be amended as follows:

Notwithstanding anything said to the contrary, Minn. Stat. §604.113 allows for only one service charge per dishonored check that is not to exceed \$30.

3. Article 13 entitled "Default and Termination" shall be amended as follows and in instances where this language of the Addendum is in conflict with Section 17, the language of the Addendum shall control:

Notwithstanding anything stated to the contrary, Minnesota law provides Franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld. Where the provisions of the Minnesota Statute conflict with the provisions contained in the Urban Cookhouse Franchise and trademark Agreement, Minnesota Law shall control.

4. Section 22.10 entitled "Choice of Laws" shall be amended as follows:

Notwithstanding anything stated to the contrary, Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, and Franchisor is prohibited from requiring the Franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause, pursuant to Minn. Rule 2860.4400J.

Dated: _____

TITLEEASE LLC

By: _____
Its: President

Dated: _____

FRANCHISEE: _____

By: _____
Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

NEW YORK AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT

1. Article 10 entitled "Operations Manual and Confidentiality" shall be amended to include the following:

Revisions to the Manual will not unduly affect your obligations, including economic requirements, under this Agreement.

New York Effective Date: See Effective Date list included in Franchise Disclosure Document.

2. Section 22.10 entitled "Choice of Laws" shall be amended to include the following language:

"Provided, however, that all rights arising in the favor from the provisions of Article 33 of the GBL of the State of New York and the regulations issues thereunder shall remain in force, it being the intent of this provision that the non-waiver provisions of GBL sections 687.4 and 687.5 be satisfied."

Dated: _____

TITLEEASE LLC

By: _____
Its: President

Dated: _____

FRANCHISEE: _____

By: _____
Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

RHODE ISLAND AMENDMENT TO TITLEEASE LLC
FRANCHISE AGREEMENT

Pursuant to Section 19-28.1-14 of the Rhode Island Franchise Investment Act, Section 22.10 entitled “Choice of Laws” shall be amended to include the following language:

Notwithstanding anything stated to the foregoing, a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

Dated: _____

TITLEEASE LLC

By: _____

Its: _____

Dated: _____

FRANCHISEE: _____

By: _____

Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

SOUTH DAKOTA AMENDMENT TITLEASE LLC
FRANCHISE AGREEMENT

The Franchisor and Franchisee agree to the following amendments to the Franchise Agreement as follows:

1. Article 13 entitled “Default and Termination” shall be amended as follows:

Before the termination of this Agreement due to your breach of the Agreement, failure to meet performance and quality standards, or failure to make royalty payments, we will afford you 30 days written notice with an opportunity to cure said default.

2. Section 15.07 entitled “Confidential and Non-Competition Covenants of Your Employees” shall be amended as follows:

Notwithstanding anything stated to the foregoing, covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

3. Section 22.10 entitled “Choice of Laws” shall be amended as follows:

Notwithstanding anything stated to the contrary, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of Rhode Island.

Notwithstanding anything stated to the contrary, any provision which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

4. Article 22 entitled “Dispute Resolution” shall be amended to include the following language:

Notwithstanding anything stated to the contrary, pursuant to SDCL 37-5B, any condition, stipulation or provisions purporting to waive compliance with any provisions of this chapter or any rule or order thereunder is void. Any acknowledgment provision, disclaimer or integration clause or provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.

Any provision that provides that the Parties’ waive their rights to claim, punitive, exemplary, incidental, indirect, or consequential damages or any provision that provides that Parties’ waive their right to a jury trial may not be enforceable under South Dakota law.

Dated: _____

TITLEEASE LLC

By: _____

Its: CEO

Dated: _____

FRANCHISEE: _____

By: _____

Its: _____

AS INDIVIDUALS:

Franchisee

Franchisee

Franchisee

Franchisee

SCHEDULE 5 TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, TitleEase LLC (the “Franchisor”) and you are preparing to enter into a Franchise Agreement (the “Franchise Agreement”) for the establishment and operation of a TitleEase Business (the “Franchised Business”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor (“Broker”) that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its Franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other Franchisee(s) of this System before deciding to purchase this franchise? If so, who?

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Addendum (if any) on _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the Parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or
- (iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the Initial Term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this ____ day of _____, 20 ____.

Sign here if you are taking the franchise as a

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

Print Name of Legal Entity

By: _____
Signature

Print Name: _____

Title: _____

By: _____
Signature

Print Name: _____

Title: _____

By: _____
Signature

Print Name: _____

Title: _____

SCHEDULE 6

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANT NOT TO COMPETE

This Confidentiality Agreement and ancillary Covenant Not to Compete (“Agreement”) is made and entered into on the ____ day of _____, by and between TitleEase LLC, a Delaware limited liability company (“Franchisor”), _____ (“Franchisee”) and _____ (“Employee”). The parties to this agreement may be referred to in the singular as (the “Party”) and in the plural as (the “Parties”).

WHEREAS, Franchisor, as a result of the expenditure of time, skill, and money, has developed and is continuing to develop a system (the “System”) for the development and operation of franchises under the name and Mark “**TitleEase**” (“hereinafter “Business or sometimes “Franchised Business”);

WHEREAS, Franchisor identifies the System through certain trade names, trademarks, services marks, symbols, logos, emblems and indicia of origin, including, without limitation, the name “**TitleEase**” and such other trade names, trademarks and service marks as Franchisor may develop in the future for the purpose of identifying for the public the sources of services and products marketed under such marks and under the System and representing the System’s high standards of quality, appearance and service, all of which may be changed, improved and further developed by Franchisor from time to time (collectively, the “Trade Secrets”);

WHEREAS, the Trade Secrets provide economic advantages to the Franchisor and are not generally known to, and are not readily ascertainable by proper means by Franchisor’s competitors who could obtain economic value from knowledge and use of the Trade Secrets;

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets;

WHEREAS, Franchisor has granted Franchisee a limited right pursuant to a TitleEase Franchise Agreement (“Franchise Agreement”) to operate a Franchised Business using the System and the Trade Secrets for the period defined in the Franchise Agreement;

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to the Franchisee and other licensed users of the System of restricting use, access, and dissemination of the Trade Secrets;

WHEREAS, it will be necessary for certain employees of Franchisee to have access to and use some or all of the Trade Secrets in the management and operation of Franchisee’s Business using the System;

WHEREAS, Franchisee has agreed to obtain from those employees written agreements protecting the Trade Secrets and System against unfair competition;

WHEREAS, Employee wishes to remain, or wishes to become, an employee of Franchisee;

WHEREAS, Employee wishes and needs to receive and use the Trade Secrets in the course of his/her employment to effectively perform his/her services for Franchisee; and

WHEREAS, Employee acknowledges that receipt of and the right to use the Trade Secrets in the course of his/her employment to perform effectively his/her services for Franchisee; and

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows

1. Franchisor and/or Franchisee shall disclose to Employee some or all of the Trade Secrets relating to the System.
2. Employee shall receive the Trade Secrets in confidence, maintain them in confidence, and use them only in the course of his/her employment by Franchisee and only in connection with the management and/or operation by Franchisee of the Franchised Business using the System for so long as Franchisee is licensed by Franchisor to use the System.
3. Employee shall not at any time make copies of any documents or compilations containing some or all the Trade Secrets without Franchisor's express written permission.
4. Employee shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and then only to the limited extent necessary to train or assist other employees of Franchisee in the management or operation of a Franchised Business using the System.
5. Any and all information, know-how, knowledge, techniques and materials made available by Franchisor or by Franchisee under the Franchise Agreement, including without limitation, specifications, guidelines, procedures, computer software, forms and compilations of data, all of which shall be deemed Trade Secrets for the purposes of this Agreement.
6. Upon the termination of Employee's employment with the Franchisee, Employee shall stop using or otherwise review or refer to Franchisor's electronic operations manual and/or other manuals as Franchisor shall have developed (the "Manual").
7. Employee shall not, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System

8. The Franchisor's electronic operations manual ("Manual") is loaned by Franchisor to Franchisee for limited purposes only and remains the property of Franchisor, and may not be reproduced, in whole or in part, without the Franchisor's written consent.
9. Covenants Not to Compete. During the term of the Employee's employment with the Franchisor and for a period of one-year after termination of that employment for any reason, Employee shall not do any of the following:
 - a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer or any Franchisor business to any competitor; and/or
 - b. Own, maintain, engage in or have any interest in any business that offers real estate title and/or settlement services, or any other products and/or services offered by the Franchisor under the TitleEase proprietary marks at the time of Employee's termination of employment with the Franchisee.

10. Miscellaneous

- a. Franchisee undertakes to use his/her/its best efforts to ensure that Employee acts as required by this Agreement.
- b. Employee agrees that in the event of a breach of this Agreement, Franchisor and/or Franchisee would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor and/or Franchisee shall be entitled to enforce this Agreement and shall be entitled, in addition to any other remedies which are available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.
- c. Franchisee shall be primarily responsible for enforcing the terms of this Agreement as to its Employee(s) and nothing in this Agreement obligates the Franchisor to act on Franchisee's behalf in enforcing the terms of this Agreement.
- d. Employee agrees to pay all expenses (including court costs and reasonable attorney fees) incurred by Franchisee and/or Franchisor in the event that Franchisor becomes actively involved in the enforcement of the terms of this Agreement against Employee.
- e. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Employee shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Employee.

- f. EXCEPT AS STATED BELOW, EMPLOYEE HEREBY IRREVOCABLY SUBMITS HIMSELF/HERSELF TO THE JURISDICTION OF THE STATE COURTS OF _____ COUNTY, OF THE STATE WHERE FRANCHISEE CONDUCTS ITS TITLEEASE BUSINESS AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF _____ THE STATE WHERE FRANCHISEE CONDUCTS ITS BUSINESS. EMPLOYEE HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. EMPLOYEE HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM/HER IN ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY THE STATE WHERE FRANCHISEE CONDUCTS ITS BUSINESS OR FEDERAL LAW. EMPLOYEE FURTHER AGREES THAT VENUE FOR ANY LEGAL OR EQUITABLE PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE _____ COUNTY, IN THE STATE WHERE FRANCHISEE CONDUCTS ITS BUSINESS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT WHICH HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUCTED UNDER THE LAW WHERE FRANCHISEE CONDUCTS ITS BUSINESS.
- g. The parties agree that each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor is a party, Employee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separated, stated in, and made a part of this Agreement.
- h. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage pre-paid or facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex (provide that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery services within three (3) business days after transmission), to the respective parties.
- i. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its successors, assigns and transferees. The respective obligations of the Franchisee and the Employee hereunder may not be assigned by the Franchisee or Employee, as applicable, without the prior written consent of Franchisor

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by the signatures below.

FRANCHISOR:
TITLEEASE LLC,

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

EMPLOYEE:

Signature

EXHIBIT D

List of Franchisees as of December 31, 2025

- 1- 904 Title
10752 Deerwood Park Blvd, Suite 100
Jacksonville, FL 32256
Contact: Clive Davidson
Office: 904-394-2904

- 2- The Mesi Group
255 Cooper Avenue, Suite 100
Tonawanda, NY 14150
Contact: Michelle Mesi
Office: 716.242.7543

- 3- Independent Title Agency
29820 Telegraph Rd
Southfield MI 48034
Contact: Jalal Abdallah
Office: 248-430-0655

- 4- Places
6061 S. Willow Drive
Suite 300
Greenwood Village, CO 80111
Contact: Bryce Fendall
Office: 866-466-3360

- 5- Pyramid Title Agency LLC
1908 Yaupon Trail, Suite 207
Cedar Park, TX 76813
Contact: Nick Bratsafolis
Office: 917-855-4857

- 6- Republic Abstract & Settlement Services LLC
2820 S Padre Island Dr
#210
Corpus Christi, TX 78415
Contact: Jatin Patel
Office: (361) 452-0023

- 7- Savio Title PLLC
1900 N.W. Corporate Blvd
Ste. 305W
Boca Raton, FL 33431
Contact: Christian Savio
Office: (561) 826-1740

- 8- Empire Title & Closing LLC
1401 N Aspen Avenue
Broken Arrow, OK 74012
Contact: Jeanette Figueroa
Office: 818-600-0650

- 9- MCR National Title LLC
2851 S Parker Road
Aurora, CO 80014
Contact: Chad Robinson
Office: 720-358-9459

- 10- TW Settlement Services, LLC d/b/a TitleWorx
1711 Price Street, #22
Savannah, GA 31401
Contact: Dino Araujo
Office: 424-544-0497

- 11- Patriot Title LLC
305 Trilith Pkwy
Ste 300 #1619
Fayetteville, GA 30214
Contact: Nick Cosmas
Office: (618) 356-2536

- 12- Crestwood Title Agency, LLC
718 E Summerside Rd
Phoenix, AZ 85042
Contact: Serge Sandrali
Office: 480-938-6189

List of Franchisees that have left the System within the last fiscal year

- 1- Black Label Title LLC
1325 Main Street, Unit 1402
Katy, TX 77494
Contact: Chad Davis
Office: 713-766-2763

Exhibit E
Table of Contents
TitleEase Operations Manual

Chapter 1:	Introduction	6 Pages
Chapter 2:	Company Information	8 Pages
Chapter 3:	Real Estate Settlement Procedures Act	3 Pages
Chapter 4:	ALTA Best Practices and Compliance Standards	6 Pages
Chapter 5:	Franchise Training Requirements	3 Pages
Chapter 6:	Franchisee Pre-Opening Obligations	11 Pages
Chapter 7:	Insurance Requirements & Risk Management	3 Pages
Chapter 8:	Computer System Hardware and Software Requirements	2 Pages
Chapter 9:	Press Release	1 Page
Chapter 10:	Staffing Your TitleEase Franchise	8 Pages
Chapter 11:	Office Policies	8 Pages
Chapter 12:	Office Operation and The TitleEase System	2 Pages
Chapter 13:	Administration of Your Franchise Business	3 Pages
Chapter 14:	Standard Operating Procedures and Best Practices	25 Pages
Chapter 15:	Reports, Audits & Inspections	2 Pages
Chapter 16:	Marketing Overview	3 Pages
Chapter 17:	Trademarks and Trade Secrets - Protection Policies	3 Pages
Chapter 18:	Resale, Transfer, Renewal and Closing	2 Pages
Total number of pages of the Operations Manual		104 Pages

EXHIBIT F

TITLEEASE LLC FINANCIAL STATEMENTS

TitleEase LLC

Financial Statements

Years Ended December 31, 2025 and 2024

(With Independent Auditors' Report Thereon)



TitleEase LLC
FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS:	
Balance Sheets	3
Statements of Operations and Changes in Member's Equity	4
Statements of Cash Flows	5
Notes to the Financial Statements	6

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with 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 financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

March 26, 2026

Kahn, Litwin, Kenya & Co., Ltd.



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
TitleEase LLC:

Opinion

We have audited the accompanying financial statements of TitleEase LLC (the Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations and changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TitleEase LLC as of December 31, 2025 and 2024, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

TitleEase LLC
BALANCE SHEETS
December 31, 2025 and 2024



	2025	2024
Assets		
Current Assets:		
Cash	\$ 559,496	\$ 47,846
Accounts receivable	66,065	53,480
Related party receivable	884,651	215,377
Prepays and other assets	148,778	31,437
Restricted cash - franchisee escrow funds	2,286,921	355,317
Total current assets	3,945,911	703,457
Property and Equipment, net	21,087	3,928
Right-of-Use Asset - Operating Lease	749,127	-
Total Assets	\$ 4,716,125	\$ 707,385
Liabilities and Member's Equity		
Current Liabilities:		
Current portion of operating lease payable	\$ 132,870	\$ -
Current portion of deferred revenue	37,535	42,100
Accounts payable	212,034	96,788
Accrued expenses	82,086	35,201
Franchisee escrow funds obligation	2,286,921	355,317
Total current liabilities	2,751,446	529,406
Long-term Liabilities:		
Operating lease payable, less current portion	617,931	-
Deferred revenue, less current portion	55,341	61,443
Total liabilities	3,424,718	590,849
Member's Equity	1,291,407	116,536
Total Liabilities and Member's Equity	\$ 4,716,125	\$ 707,385

See accompanying notes to the financial statements and independent auditors' report.

3

TitleEase LLC
**STATEMENTS OF OPERATIONS AND
 CHANGES IN MEMBER'S EQUITY**
 Years Ended December 31, 2025 and 2024



	<u>2025</u>	<u>2024</u>
Revenue	\$ 2,574,578	\$ 1,303,437
Cost of revenue	<u>1,630,214</u>	<u>772,768</u>
Gross profit	944,364	530,669
General and administrative	<u>2,291,363</u>	<u>1,579,738</u>
Net loss	(1,346,999)	(1,049,069)
Member's Equity, beginning of year	116,536	195,767
Capital contributions	<u>2,521,870</u>	<u>969,838</u>
Member's Equity, end of year	<u><u>\$ 1,291,407</u></u>	<u><u>\$ 116,536</u></u>

See accompanying notes to the financial statements and independent auditors' report.

TitleEase LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31, 2025 and 2024



	<u>2025</u>	<u>2024</u>
Cash Flows from Operating Activities:		
Net loss	\$ (1,346,999)	\$ (1,049,069)
Adjustments to reconcile change in net loss to net cash used by operating activities:		
Credit loss expense	3,753	12,246
Depreciation expense	3,571	864
Amortization of right-of-use asset - operating lease	23,112	-
Changes in operating assets and liabilities:		
Accounts receivable	(16,338)	26,453
Related party receivable	(669,274)	(215,377)
Prepays and other assets	(117,341)	6,241
Restricted cash - franchisee escrow funds	1,931,604	330,016
Operating lease payable	(21,438)	-
Accounts payable	115,246	49,082
Accrued expenses	46,885	2,211
Related party payable	-	(66,495)
Deferred revenue	(10,667)	37,733
Net cash used by operating activities	<u>(57,886)</u>	<u>(866,095)</u>
Cash Flows from Investing Activities:		
Purchase of property and equipment	(20,730)	(2,817)
Net cash used by investing activities	<u>(20,730)</u>	<u>(2,817)</u>
Cash Flows from Financing Activities:		
Capital contributions from members	2,521,870	1,219,838
Net cash provided by financing activities	<u>2,521,870</u>	<u>1,219,838</u>
Net Increase in Cash and Restricted Cash - Franchisee Escrow Funds	2,443,254	350,926
Cash and Restricted Cash - Franchisee Escrow Funds, beginning of year	<u>403,163</u>	<u>52,237</u>
Cash and Restricted Cash - Franchisee Escrow Funds, end of year	<u>\$ 2,846,417</u>	<u>\$ 403,163</u>
Reconciliation of Cash and Restricted Cash - Franchisee Escrow Funds		
Cash	\$ 559,496	\$ 47,846
Restricted cash - franchisee escrow funds	2,286,921	355,317
	<u>\$ 2,846,417</u>	<u>\$ 403,163</u>

See accompanying notes to the financial statements and independent auditors' report.

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



1. Nature of Operations

TitleEase LLC (the Company) was incorporated in the state of Delaware in June 2021 and has a distributed workforce. The Company is a wholly owned subsidiary of Lincoln Holdco, LLC (Holdco). The Company is a franchisor of real estate title and settlement services businesses and performs the back-office work for the franchisees located in the United States.

Risks and Uncertainties

The Company is subject to all of the risks inherent in an early-stage business. These risks include, but are not limited to, limited operating history and the need for substantial cash investments to fund its operations.

The Company's ability to continue as a going concern is dependent upon their ability to achieve positive cash flow from operations, obtain additional equity financing, or both. During 2026, the Company received capital contributions of approximately \$1,351,000. There is no assurance that the Company will meet its planned positive cash flow from operations or that it will be successful in obtaining additional equity financing. However, management of the Company is confident that additional equity financing will be available to the Company if needed from Holdco through at least March 31, 2027.

2. Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist the reader in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for expected credit losses through a charge to earnings and a credit to a valuation allowance based on historical experience, current conditions, and reasonable and supportable forecasts.

A receivable is considered past due if payment has not been received within stated terms. Once all practical resources to collect the receivable have been utilized without success, the receivable is deemed uncollectible and charged against the allowance for credit losses. As of December 31, 2025 and 2024, no allowance for credit losses was reported as the Company determined it to be nominal in amount. The Company does not accrue interest on past due or long-term receivables. Accounts receivable at December 31, 2023 was \$92,179.

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



Property and Equipment

Property and equipment are stated at cost. Expenditures for maintenance and repairs are expensed as incurred. Renewals and betterments that materially extend the life of the assets, are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets which range from 3 to 5 years.

Leases

The Company leases certain office space under an operating lease arrangement. The Company determines if an arrangement is a lease at inception. The operating lease is included in right-of-use (ROU) asset – operating lease and operating lease payable on the accompanying balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. If a lease does not provide an implicit rate, the Company uses a risk-free rate based on the information available at commencement date in determining the present value of lease payments.

The ROU asset also includes any lease payments made and excludes lease incentives. The Company's lease terms include options to extend or terminate the lease when it is reasonably certain the Company will exercise that option. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Company's lease agreement does not contain any material residual value guarantees or material restrictive covenants.

The Company's office space lease agreement has lease and non-lease components, which are accounted for as a single lease component. For arrangements accounted for as a single lease component, there may be variability in future lease payments as the amount of the non-lease components is typically revised from one period to the next. These variable lease payments, which are primarily comprised of common area maintenance, utilities, and real estate taxes that are passed on from the lessor in proportion to the space leased are recognized in general and administrative expenses in the period in which the obligation for those payments is incurred.

The Company has elected to apply the short-term lease exemption to two office space leases (Note 4). The remaining lease payments due in 2026 total approximately \$16,600. Additionally, on a monthly basis, Holdco allocates a portion of its lease costs to the Company based on headcount.

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



Related Party Receivable/Payable

Related party receivable/payable represents amounts due from/to Holdco and Lincoln Abstract and Settlement Services, LLC (Lincoln), which is a wholly owned subsidiary of Holdco, for advances made in the normal course of business.

Franchisee Escrow Funds

Franchisee escrow funds represent amounts held by the Company in a fiduciary capacity for franchisees and are included in the financial statements as current assets and current liabilities. These funds are not available for use by the Company in its operations.

Revenue Recognition

Franchise Fee Revenue – Franchise fee revenue consists of the initial franchisee fee, training fee, technology set-up fee, and technology maintenance fee, recognized with performance obligations satisfied over time. The franchise fee, training fee and technology set-up fee are received when the Company and the franchisee enter into the franchise agreement. Revenue is recognized based on the extent of progress towards completion of the performance obligations. The initial franchisee fee is recognized ratably over the course of the franchise agreement which is five years.

The training fee is recognized when the training is completed, the technology set-up fee is recognized when the franchisee is granted access to the software, and the technology maintenance fee is billed and recognized on a monthly basis.

Title and Closing Revenue – Title and closing revenue is recognized at a point in time which occurs at the closing of the transaction and funds are distributed to the Company.

Title Search Revenue – Title search revenue is recognized at a point in time which occurs when the search is performed, and the results are delivered to the franchisee.

Franchise Royalty Revenue – Franchise royalty revenue is recognized at a point in time on a monthly basis based upon 5% of the net title and settlement revenue earned by the franchisee during that month.

Title search and franchise royalty revenue are billed monthly with payment terms generally 30 days from invoice date.

For the years ended December 31, 2025 and 2024, revenue is disaggregated by timing of satisfaction of performance obligations as follows:

	2025	2024
Performance obligations satisfied over time	\$ 120,692	\$ 87,847
Performance obligations satisfied at a point in time	\$ 2,453,886	\$ 1,215,590

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



Deferred Revenue

Deferred revenue consists of payments received by the Company in accordance with a franchise agreement for franchise fees, training and technology set-up in advance of revenue recognition. As of December 31, 2023, deferred revenues were \$65,810.

Advertising

The Company follows the policy of charging the costs of advertising to operating expenses as incurred. Advertising expenses for the years ended December 31, 2025 and 2024 were approximately \$89,500 and \$118,600, respectively.

Income Taxes

The Company is not a taxpaying entity for federal income tax purposes and thus, no income tax expense has been recorded in these financial statements. Holdco includes on its tax returns the Company's income, gains, losses, deductions and credits. There are no tax examinations in progress.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

3. Property and Equipment

Property and equipment consisted of the following:

	2025	2024
Computer equipment	\$ 16,578	\$ 2,452
Office equipment	5,082	2,817
Furniture & fixtures	4,339	-
	25,999	5,269
Less: accumulated depreciation	4,912	1,341
Property and equipment, net	<u>\$ 21,087</u>	<u>\$ 3,928</u>

4. Right-of-Use Asset and Lease Payable

In November 2025, the Company entered into a non-cancellable operating lease for office space, which expires on October 31, 2030. The lease has an option to extend for an additional six years that, as of December 31, 2025, management is not reasonably certain to exercise.

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



The related cost of the right-of-use asset and accumulated amortization at December 31, 2025 is as follows:

Right-of-use asset – operating lease	\$ 772,239
Less accumulated amortization	23,112
Total right-of-use asset – operating lease	<u>\$ 749,127</u>

The components of lease cost for the years ended December 31, 2025 and 2024 were as follows:

	2025	2024
Operating lease cost	\$ 28,762	\$ -
Short-term lease cost	16,554	15,947
Variable lease cost	44,581	13,458
Total lease cost	<u>\$ 89,897</u>	<u>\$ 29,405</u>

Other information related to leases for the year ended December 31, 2025 is as follows:

Supplemental Cash Flow Information:

Operating cash flows from operating leases	\$ 27,088
Right-of-use asset obtained in exchange for new operating lease liability	\$ 772,239
Weighted average remaining lease term	4.83 years
Weighted average discount rate	4.50%

Future minimum lease payments on the Company's operating lease agreement are as follows as of December 31, 2025:

<u>Year Ending</u>	<u>Total</u>
2026	\$ 163,340
2027	168,236
2028	173,280
2029	178,488
2030	152,440
Total future minimum lease payments	835,784
Less imputed interest	84,983
Total	750,801
Less current portion of operating lease payable	132,870
Operating lease payable, less current portion	<u>\$ 617,931</u>

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



5. Concentrations of Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and accounts receivable.

The Company maintains its operating account in one financial institution. The balance is insured by the Federal Deposit Insurance Corporation up to \$250,000. From time to time, the Company has a bank balance in excess of federally insured limits. Cash balances in excess of \$250,000 are generally uninsured.

At December 31, 2025, two franchisees accounted for 72% of the Company's accounts receivable balance. At December 31, 2024, three franchisees accounted for 73% of the Company's accounts receivable balance.

During the year ended December 31, 2025, revenue from one franchisee approximated 60% of revenue. During the year ended December 31, 2024, revenue from two franchisees approximated 57% of revenue.

6. Related Party Transactions

During the years ended December 31, 2025 and 2024, net advancements of approximately \$669,300 and \$281,900, respectively, were made by the Company to Holdco and Lincoln.

During the years ended December 31, 2025 and 2024, the Company incurred professional fees from a member of Holdco totaling approximately \$29,600 and \$140,000, respectively. At December 31, 2025, there were no amounts owed. At December 31, 2024, \$7,500 was owed and included in accounts payable on the accompanying balance sheets.

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



7. Regulatory Requirements

The State of Arizona under Arizona Revised Statutes S 6-832, requires licensed escrow agents to disclose information regarding the Company's escrow, account servicing, and subdivision trust activities:

Account #9856776130:

1. The escrow account was maintained with BankUnited, N.A., located in Miami Lakes, FL.
2. The escrow account number is 9856776130.
3. The escrow account is titled "TitleEase LLC AZ Escrow Account"
4. The escrow account bank balance is \$0.00 and \$0.00 at December 31, 2025, and 2024.
5. The escrow account trial balance liability is \$0.00 and \$0.00 at December 31, 2025, and 2024.

Account #9856776149:

1. The escrow account was maintained with BankUnited, N.A., located in Miami Lakes, FL.
2. The escrow account number is 9856776149.
3. The escrow account is titled "TitleEase LLC AZ Recording Account"
4. The escrow account bank balance is \$90.00 and \$0.00 at December 31, 2025, and 2024.
5. The escrow account trial balance liability is \$90.00 and \$0.00 at December 31, 2025, and 2024.

Account #9856238511:

1. The escrow account was maintained with BankUnited, N.A., located in Miami Lakes, FL.
2. The escrow account number is 9856238511.
3. The escrow account is titled "TitleEase LLC TE15 AZ Crestwood Title Agency Escrow Account"
4. The escrow account bank balance is \$152,094.04 and \$0.00 at December 31, 2025, and 2024.
5. The escrow account trial balance liability is \$152,094.04 and \$0.00 at December 31, 2025, and 2024.

The Company did not engage in any account servicing or subdivision trust activities in the State of Arizona during the years ended December 31, 2025 and 2024.

TitleEase LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2025 and 2024



8. Subsequent Events

During 2026, Holdco made capital contributions of approximately \$1,351,000.

The Company has evaluated all subsequent events through March 26, 2026, the date the financial statements were available to be issued.

TITLEEASE LLC

Financial Statements

Years Ended December 31, 2024 and 2023

(With Independent Auditors' Report Thereon)



*Certified Public Accountants
and Business Consultants*

TITLEEASE LLC
FINANCIAL STATEMENTS
Years Ended December 31, 2024 and 2023

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS:	
Balance Sheets	3
Statements of Operations and Changes in Member's Equity	4
Statements of Cash Flows	5
Notes to the Financial Statements	6



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
TitleEase LLC:

Opinion

We have audited the accompanying financial statements of TitleEase LLC (the Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations and changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TitleEase LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with 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 financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Kahn, Litwin, Kenya & Co, Ltd.

July 22, 2025

TITLEEASE LLC
BALANCE SHEETS
December 31, 2024 and 2023



	<u>2024</u>	<u>2023</u>
Assets		
Current Assets:		
Cash	\$ 47,846	\$ 26,936
Accounts receivable	53,480	92,179
Related party receivable	215,377	-
Due from related party	-	250,000
Prepays and other assets	31,437	37,678
Restricted cash - franchisee escrow funds	355,317	25,301
Total current assets	703,457	432,094
Property and Equipment, net	3,928	1,975
Total Assets	\$ 707,385	\$ 434,069
Liabilities and Member's Equity		
Current Liabilities:		
Accounts payable	\$ 96,788	\$ 47,706
Accrued expenses	35,201	32,990
Related party payable	-	66,495
Current portion of deferred revenue	42,100	20,100
Franchisee escrow funds obligation	355,317	25,301
Total current liabilities	529,406	192,592
Long-term Liabilities:		
Deferred revenue, less current portion	61,443	45,710
Total liabilities	590,849	238,302
Member's Equity	116,536	195,767
Total Liabilities and Member's Equity	\$ 707,385	\$ 434,069

See accompanying notes to the financial statements and independent auditors' report.

3

TITLEEASE LLC
**STATEMENTS OF OPERATIONS AND
 CHANGES IN MEMBER'S EQUITY**
 Years Ended December 31, 2024 and 2023



	<u>2024</u>	<u>2023</u>
Revenue	\$ 1,303,437	\$ 1,172,321
Cost of revenue	<u>772,768</u>	<u>683,730</u>
Gross profit	530,669	488,591
General and administrative	<u>1,579,738</u>	<u>1,080,348</u>
Net loss	(1,049,069)	(591,757)
Member's Equity, beginning of year	195,767	22,524
Capital contributions	<u>969,838</u>	<u>765,000</u>
Member's Equity, end of year	<u>\$ 116,536</u>	<u>\$ 195,767</u>

See accompanying notes to the financial statements and independent auditors' report.

4

TITLEEASE LLC
STATEMENTS OF CASH FLOWS
Years Ended December 31, 2024 and 2023



	<u>2024</u>	<u>2023</u>
Cash Flows from Operating Activities:		
Net loss	\$ (1,049,069)	\$ (591,757)
Adjustments to reconcile change in net loss to net cash used by operating activities:		
Credit loss expense	12,246	-
Depreciation	864	477
Changes in operating assets and liabilities:		
Accounts receivable	26,453	(60,582)
Related party receivable	(215,377)	-
Prepays and other assets	6,241	(32,218)
Restricted cash - franchisee escrow funds	330,016	(302,781)
Accounts payable	49,082	(5,290)
Accrued expenses	2,211	6,659
Related party payable	(66,495)	44,161
Deferred revenue	37,733	7,708
Net cash used by operating activities	<u>(866,095)</u>	<u>(933,623)</u>
Cash Flows from Investing Activities:		
Purchase of property and equipment	<u>(2,817)</u>	<u>(2,452)</u>
Net cash used by investing activities	<u>(2,817)</u>	<u>(2,452)</u>
Cash Flows from Financing Activities:		
Capital contributions from members	<u>1,219,838</u>	<u>595,000</u>
Net cash provided by financing activities	<u>1,219,838</u>	<u>595,000</u>
Net Increase (Decrease) in Cash and Restricted Cash - Franchisee Escrow Funds	350,926	(341,075)
Cash and Restricted Cash - Franchisee Escrow Funds, beginning of year	<u>52,237</u>	<u>393,312</u>
Cash and Restricted Cash - Franchisee Escrow Funds, end of year	<u>\$ 403,163</u>	<u>\$ 52,237</u>
Reconciliation of Cash and Restricted Cash - Franchisee Escrow Funds		
Cash	\$ 47,846	\$ 26,936
Restricted cash - franchisee escrow funds	355,317	25,301
	<u>\$ 403,163</u>	<u>\$ 52,237</u>

See accompanying notes to the financial statements and independent auditors' report.

TITLEEASE LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2024 and 2023

KLR

1. Nature of Operations

TitleEase LLC (the Company) was incorporated in the state of Delaware in June 2021 and has a distributed workforce. The Company is a wholly owned subsidiary of Lincoln Holdco, LLC (Holdco). The Company is a franchisor of real estate title and settlement services businesses and performs the back-office work for the franchisees located in the United States.

Risks and Uncertainties

The Company is subject to all of the risks inherent in an early-stage business. These risks include, but are not limited to, limited operating history and the need for substantial cash investments to fund its operations.

The Company's ability to continue as a going concern is dependent upon their ability to achieve positive cash flow from operations, obtain additional equity financing, or both. During 2025, the Company received capital contributions of approximately \$663,000. There is no assurance that the Company will meet its planned positive cash flow from operations or that it will be successful in obtaining additional equity financing. However, management of the Company is confident that additional equity financing will be available to the Company if needed from Holdco through at least July 31, 2026.

2. Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist the reader in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for expected credit losses through a charge to earnings and a credit to a valuation allowance based on historical experience, current conditions, and reasonable and supportable forecasts.

A receivable is considered past due if payment has not been received within stated terms. Once all practical resources to collect the receivable have been utilized without success, the receivable is deemed uncollectible and charged against the allowance for credit losses. As of December 31, 2024 and 2023, no allowance for credit losses was reported as the Company determined it to be nominal in amount. The Company does not accrue interest on past due or long-term receivables. Accounts receivable at December 31, 2022 was \$31,597.

TITLEEASE LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2024 and 2023

KLR

Property and Equipment

Property and equipment are stated at cost. Expenditures for maintenance and repairs are expensed as incurred. Renewals and betterments that materially extend the life of the assets, are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets which range from 3 to 5 years.

Related Party Receivable/Payable

Related party receivable/payable represents amounts due from/to Holdco and Lincoln Abstract and Settlement Services, LLC (Lincoln), which is a wholly owned subsidiary of Holdco, for advances made in the normal course of business.

Due from Related Party

Due from related party represents capital contributions from Holdco that were committed to the Company before December 31, 2023 and received after year-end.

Franchisee Escrow Funds

Franchisee escrow funds represent amounts held by the Company in a fiduciary capacity for franchisees and are included in the financial statements as current assets and current liabilities. These funds are not available for use by the Company in its operations.

Revenue Recognition

Franchise Fee Revenue – Franchise fee revenue consists of the initial franchisee fee, training fee, technology set-up fee, and technology maintenance fee, recognized with performance obligations satisfied over time. The franchise fee, training fee and technology set-up fee are received when the Company and the franchisee enter into the franchise agreement. Revenue is recognized based on the extent of progress towards completion of the performance obligations. The initial franchisee fee is recognized ratably over the course of the franchise agreement which is five years.

The training fee is recognized when the training is completed, the technology set-up fee is recognized when the franchisee is granted access to the software, and the technology maintenance fee is billed and recognized on a monthly basis.

Title and Closing Revenue – Title and closing revenue is recognized at a point in time which occurs at the closing of the transaction and funds are distributed to the Company.

Title Search Revenue – Title search revenue is recognized at a point in time which occurs when the search is performed, and the results are delivered to the franchisee.

Franchise Royalty Revenue – Franchise royalty revenue is recognized at a point in time on a monthly basis based upon 5% of the net title and settlement revenue earned by the franchisee during that month.

TITLEEASE LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2024 and 2023



Title search and franchise royalty revenue are billed monthly with payment terms generally 30 days from invoice date.

For the years ended December 31, 2024 and 2023, revenue is disaggregated by timing of satisfaction of performance obligations as follows:

	2024	2023
Performance obligations satisfied over time	\$ 87,847	\$ 101,377
Performance obligations satisfied at a point in time	\$ 1,215,590	\$ 1,070,944

Deferred Revenue

Deferred revenue consists of payments received by the Company in accordance with a franchise agreement for franchise fees, training and technology set-up in advance of revenue recognition. As of December 31, 2022, deferred revenues were \$58,102.

Leases

The Company has elected to apply the short-term lease exemption to two office space leases (Note 4). The remaining lease payments due in 2025 total approximately \$15,900. Additionally, on a monthly basis, Holdco allocates a portion of its lease costs to the Company based on headcount.

Advertising

The Company follows the policy of charging the costs of advertising to operating expenses as incurred. Advertising expenses for the years ended December 31, 2024 and 2023 were approximately \$118,600 and \$107,000, respectively.

Income Taxes

The Company is not a taxpaying entity for federal income tax purposes and thus, no income tax expense has been recorded in these financial statements. Holdco includes on its tax returns the Company's income, gains, losses, deductions and credits. There are no tax examinations in progress.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Regulatory Requirements

The State of Arizona under Arizona Revised Statutes S 6-832, requires licensed escrow agents to disclose information regarding the Company's escrow, account servicing, and subdivision trust activities. At December 31, 2024 and 2023, the Company did not maintain any escrow accounts and did not engage in any account servicing or subdivision trust activities in the State of Arizona during the years then ended.

TITLEEASE LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2024 and 2023



3. Property and Equipment

Property and equipment consisted of the following:

	2024	2023
Computer equipment	\$ 2,452	\$ 2,452
Office equipment	2,817	-
	5,269	2,452
Less: accumulated depreciation	1,341	477
Property and equipment, net	<u>\$ 3,928</u>	<u>\$ 1,975</u>

4. Commitments

Operating Leases

The Company leases office space in Las Vegas, Nevada under a one-year lease with monthly rent payments of \$760, which was due to expire in July 2023 and office space in Southlake, Texas under a one-year lease with monthly rent payments of \$799, which was due to expire in September 2023. In 2023, the Company extended both leases an additional 12-months with monthly rent payments of \$957 and \$851, respectively. In 2024, the Company further extended both leases an additional 12-months with monthly rent payments of \$1,139 and \$886, respectively. For the years ended December 31, 2024 and 2023, the short-term lease cost was approximately \$24,800 and \$22,000, respectively.

5. Concentrations of Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and accounts receivable.

The Company maintains its operating account in one financial institution. The balance is insured by the Federal Deposit Insurance Corporation up to \$250,000. From time to time, the Company has a bank balance in excess of federally insured limits. Cash balances in excess of \$250,000 are generally uninsured.

At December 31, 2024, three franchisees accounted for 73% of the Company's accounts receivable balance. At December 31, 2023, two franchisees accounted for 93% of the Company's accounts receivable balance.

During the year ended December 31, 2024, revenue from two franchisees approximated 57% of revenue. During the year ended December 31, 2023, revenue from three franchisees approximated 93% of revenue.

TITLEEASE LLC
NOTES TO THE FINANCIAL STATEMENTS
Years Ended December 31, 2024 and 2023



6. Related Party Transactions

During the years ended December 31, 2024 and 2023, net advancements of approximately \$281,900 and \$44,200, respectively, were made between the Company, Holdco and Lincoln.

During the year ended December 31, 2023, the Company provided title and closing services to Lincoln which resulted in revenue of approximately \$11,100. During the year ended December 31, 2024, there were no title and closing services provided to Lincoln.

During the years ended December 31, 2024 and 2023, the Company incurred professional fees from a member of Holdco totaling approximately \$140,000 and \$50,000, respectively. At December 31, 2024 and 2023, \$7,500 and \$5,000 was owed and included in accounts payable on the accompanying balance sheets, respectively.

7. Supplemental Cash Flow Information

The statement of cash flows for the year ended December 31, 2023 excludes the effect of non-cash operating and financing activities relating to the due from related party of \$250,000 for capital contributions received subsequent to year-end.

8. Subsequent Events

During 2025, Holdco made capital contributions of approximately \$663,000.

The Company has evaluated all subsequent events through July 22, 2025, the date the financial statements were available to be issued.

EXHIBIT G

FORM OF MUTUAL RELEASE

This Agreement ("Agreement is made and entered into this _____ day of _____, 202_, by and between TitleEase LLC, a Delaware limited liability company having its principal place of business at 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886 (the "Franchisor"), and _____, a _____ with its principal business at (the "Franchisee"). The parties to this Agreement are collectively referred to as (the "Parties").

WHEREAS, the parties entered into a TitleEase Franchise Agreement ("Franchise Agreement"), which Agreement either has expired or the Parties otherwise jointly determine that the Franchise Agreement shall terminate.

NOW THEREFORE, in consideration for the mutual covenants contained herein the parties to this Agreement agree as follows:

1. Franchisee does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Franchisee may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Franchisee breaches any of the promises covenants, or undertakings made herein by any act or omission, Franchisee shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Franchisor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisee and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Franchisor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising

under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisee, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement.

3. Franchisee represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Franchisee party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

4. Notwithstanding anything set forth in Section 2 of this Agreement Franchisee shall remain responsible and liable for all post term obligations of the TitleEase Franchise Agreement set forth in Article 14 of the Franchise Agreement and the non-competition obligations set forth in Article 15 of the Franchise Agreement.

5. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

6. Rhode Island law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder, without regard to Rhode Island's provisions for conflicts of laws. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

7. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Rhode Island.

8. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

9. The Parties to this Agreement further expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California or any other state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. The Parties acknowledge that they are or may be represented by counsel, and acknowledge that they are familiar with the provisions of California Civil Code Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. The Parties acknowledge that either of them may later discover claims or facts in addition to or different from those set forth in this release and which, if known or suspected at the time of executing this release, may have materially affected this Agreement. Nonetheless, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims, the Parties expressly acknowledge that this Release is also intended to include in its effect, without limitation, all claims which they do not know or expect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims. The Parties waive any rights, claims or causes of action that might arise as a result of such different or additional claims or facts. Notwithstanding the governance of this Release by laws of the State of Rhode Island, it is the intent of the Parties to waive any right, claim or cause of action as is consistent with the forgoing waiver of Section 1542 of the Civil Code of California.

10. Nothing in this Release shall act as a waiver of Franchisee's reliance on any representations made in the Franchise Disclosure Document given to Franchisee in conjunction with the sale of this franchise together with the exhibits attached to it.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

FRANCHISOR:
TITLEEASE LLC,

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

Exhibit H

WORKSHARE AGREEMENT

THIS WORKSHARE AGREEMENT (“Workshare Agreement”) is made and entered into on this _____ day of _____, 20____, by and between TitleEase LLC a Delaware limited liability company having its principal place of business located at 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886 (hereinafter referred to as “we”, “us” or “our”) and _____, whose principal address is _____ (hereinafter referred to as “you” or “your”).

WHEREAS, You have entered into a Franchise Agreement, executed on _____, (“Franchise Agreement”) with us, pursuant to which you were granted a franchise to operate a title and settlement services business under the name of TitleEase;

WHEREAS, We are in the business of providing title and settlement services to various businesses and individuals in connection with residential and commercial real estate transaction;

WHEREAS, You will be responsible for completing certain actions and tasks associated with each title product and real estate closing transaction; and

WHEREAS, We will be each responsible for completing certain actions and tasks associated with each title product and real estate transaction.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

ARTICLE I: AUTHORITY

1.01 You, subject to the terms of this Agreement, are authorized and shall have the right to solicit, receive, and place title and settlement services orders for real estate transactions from businesses and individuals eligible for coverage.

1.02 You shall have no authority or power to represent us other than as expressly granted and none shall be implied.

ARTICLE II: YOUR RESPONSIBILITIES WITH RESPECT TO THE PLACEMENT OF TITLE INSURANCE BUSINESS

2.01 You hereby agree to place title and settlement services business with us. You also agree to perform the following with respect to the title and settlement services business:

- (a) Receive and process title order requests in a timely, prudent, and ethical manner;
- (b) Immediately report and forward to us all title claims reported to you by policyholders or another person;
- (c) Act as settlement or escrow agent, in states where required; and

(d) Compete the actions and tasks identified as Franchisee responsibilities in the attached Schedule 1.

2.02 You agree to be duly licensed under the laws of the state or states in which you perform core title services, and you agree to keep the license(s) in full force and effect during the term of this Agreement and to notify us immediately of any termination, qualification, suspension or expiration of such license. You agree to maintain in good standing, at no cost to us, all licenses required by all applicable statutes and regulations. You shall provide a copy(ies) of current license(s) to us upon executing this Agreement and, thereafter, at any time we so request.

ARTICLE III:
OUR RESPONSIBILITIES WITH RESPECT TO THE PLACEMENT OF TITLE INSURANCE BUSINESS

3.01 During the term of this Agreement, we shall:

- (a) Facilitate the placement of title insurance;
- (b) Act as settlement agent, except where required by state law;
- (c) Cause to issue title commitments and final title insurance policies; and
- (d) Complete the actions and tasks identified as TitleEase responsibilities in the attached Schedule 1.

3.02 We agree to be duly licensed under the laws of the state or states in which we perform core title services, and we agree to keep the license(s) in full force and effect during the term of this Agreement and to notify you immediately of any termination, qualification, suspension or expiration of such license. We agree to maintain in good standing, at no cost to you, all licenses required by all applicable statutes and regulations.

ARTICLE IV:
EXPENSES

4.01 We will not be responsible for your expenses and your sole compensation for all services rendered with respect to the placement of title insurance business shall be the revenue set forth in this Agreement.

ARTICLE V:
ERRORS AND OMISSIONS

5.01 We shall not be responsible for the errors and omissions by you, and you hereby agree to indemnify and hold us harmless for any errors or omissions by you. In addition to any requirements specified in the Franchise Agreement, you agree, warrant, and represent to us that you have obtained and will continue to be covered by professional liability insurance in an amount not less than \$1,000,000, and that you will provide proof of such coverage on an annual basis.

5.02 You shall not be responsible for the errors and omissions by us and we hereby agree to indemnify and hold you harmless for any errors or omissions by us. We agree, warrant, and represent to you that we have obtained and will continue to be covered by professional liability insurance in an amount not less than \$1,000,000, and that we will provide proof of such coverage on an annual basis.

ARTICLE VI:
TITLE AND SETTLEMENT SERVICES BUSINESS FORMS AND OTHER ITEMS

6.01 All title and settlement services business forms, document templates and other similar supplies, including (without limitation) any manuals furnished to you by, or on behalf of, us, remain our property and shall be returned to us promptly upon demand.

ARTICLE VII:
REVENUE

7.01 We shall allow you, as revenue, 50 percent of the net title and settlement charges on each closed real estate transaction and paid for under this Agreement. Revenue to you shall be due and payable by us to you by the 15th of the month for all real estate transactions with a disbursement date in the prior month.

ARTICLE VIII:
TERM AND TERMINATION

8.01 This Agreement, unless terminated earlier as herein provided, shall remain in force for same duration of the Franchise Agreement; the duration to include any renewals of the Franchise Agreement.

8.02 This Agreement shall terminate when the Franchise Agreement is terminated.

8.03 This Agreement shall terminate if you lose, fail to procure, or fail to maintain any licenses or authorization to engage in title insurance business, as may be required by law, or if your license or authorization to engage in any insurance business is terminated or suspended by any public authority.

8.04 This Agreement may be terminated by us, and any right to revenue will terminate, if we have a good-faith belief that you have:

- (a) engaged in misconduct, dishonesty or fraud by misrepresentation or omission;
- (b) violated any law or regulation; or
- (c) materially breached any provision of this Agreement or the Franchise Agreement.

ARTICLE IX:
LIQUIDATED DAMAGES

In the event that You terminate this Agreement or otherwise fail to comply with the workshare obligations set forth herein, You acknowledge that such failure will result in damages to the Company that are difficult to ascertain with certainty. Accordingly, You agree to pay to US, as liquidated damages and not as a penalty, within 15 days after the effective date of termination liquidated damages equal to the average monthly Workshare Agreement Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in your Workshare Agreement had it not been terminated, whichever is higher.

You agree that this amount represents a fair and reasonable estimate of the damages that the Company would incur as a result of such termination or breach. Payment of liquidated damages shall be due within 60 days following termination or notice of breach and shall be in addition to any unpaid amounts accrued prior to termination. The Company reserves all other rights and remedies available at law or in equity, except to the extent expressly limited herein.

ARTICLE X

MISCELLANEOUS

9.01 This Agreement, and any documents incorporated by reference herein, contain the entire understanding and agreement of the parties hereto concerning the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof, whether oral or written.

9.02 This Agreement shall be construed according to the laws of the State of Rhode Island, without regard to its conflict of law principles to the extent such principles or rules would require or permit application of the laws of any jurisdiction other than those of the State of Rhode Island.

9.03 No waiver by us of any breach, failure, or default in performance by you and no failure, refusal, or neglect of ours to exercise any right hereunder or to insist upon strict compliance with or performance by your obligations hereunder shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach, failure, or default and shall not constitute a waiver by us of our rights at any time or thereafter to require strict compliance with the provisions hereof.

9.04 If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or render unenforceable such term or provision in any other jurisdiction.

9.05 Neither we nor you shall be liable or responsible to the other party, nor be deemed to have defaulted or breached under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) war, hostilities, terrorist threats or acts, or other civil unrest; (c) law or action by any governmental authority; (d) national or regional emergency; (e) strikes, labor stoppages or slowdowns; or (f) shortage of power or transportation.

9.06 The title and paragraph headings used herein are for convenience only and shall not be utilized in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

FRANCHISOR:
TITLEEASE LLC,

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____

Name: _____
Title: _____

SCHEDULE 1 OF THE WORKSHARE AGREEMENT

Franchisee Responsibilities:

Open File
Send Client Confirmation
Request Prior Policy - Homeowner
Gather and Clear Closing Curatives
Commitment Review and Approval
Distribute Title Package to Lender
Obtain Clear to Close

Schedule Closing (with all parties)
CD Collaboration
Obtain Lender Closing Documents
Complete Lender Doc Review Curatives
Prepare Closing Package
Conduct Closing
Scan Signed Closing Package
Scan Recording Documents
Final Policy Approval
Merge Policy Package (Owners & Loan)
Merge Policy Package (Underwriter)
Distribute Final Policy to Lender
Distribute Policy to Borrower

Franchisor Responsibilities:

Order Title Search Product
Request Prior Policy - Underwriter
Log Search Package
Obtain Tax Information
Prepare CPL
Prelim CD/HUD
QC Title
Title Curatives
Review Deed
Review Lender Closing Docs
Approve Final HUD/CD
Pre-disbursements
Review Signed Closing Package
Receive Funds
Disburse
Hold Recording For Lender Funds

Update Title
Record Documents
Input/Confirm Recording Information
Generate Policy Cover Letters
Generate Policies
Pull Policy Jacket
QC Policy
Distribute Policy to UW
Discharge Tracking

EXHIBIT I

P-24 - PRIOR WRITTEN SERVICES AND PAYMENT AGREEMENT ("PWA")

Date: _____

Company Furnishing Service: TitleEase LLC
Address: 950 E State HWY 114 Ste 160
City, State, Zip: Southlake, TX 76902
Contact Person: Jennifer S. Johnson
Phone: 401-443-2820
Email: jsjohnson@lincoln-abstract.com
TDI Number: 2936391

Company Requesting Service:
Address:
City, State, Zip:
Contact Person:
Phone:
Email:
TDI Number:

ACKNOWLEDGEMENT

1. Procedural Rule P-24, as amended May 1, 2008 and effective July 1, 2008, specifies maximum payments for services in the absence of a prior written agreement.
2. The parties to this agreement desire to enter into a prior written agreement specifying alternate payment amounts other than the maximum set forth in the rule for the services described herein.

SERVICES SUBJECT TO THIS AGREEMENT

3. This Agreement is made in regard to furnishing title evidence and examination services, which shall include delivery of the following by the Company Furnishing Service to Company Requesting Service:
 - a. Title Search Report or Commitment for Title Insurance;
 - b. Copies of each document included in the above Title Search Report or Commitment;
 - c. Down-dates with revised effective dates and additional copies as needed;
 - d. Survey Review.

AGREEMENT

4. Upon delivery of the items identified in #3 above, the Company Furnishing

Service agrees to also deliver its invoice or statement requesting payment, together with a current Form T-00 Verification of Services Rendered in duplicate, with Section 1 completed and signed.

5. Upon closing of the transaction for which the service is requested, Company Requesting Service agrees to deliver to Company Furnishing Service the agreed payment, together with the original Form T-00 Verification of Services Rendered, with Sections 2 and 3 completed and Section 3 signed.

We hereby agree to pay the following percentage of the premium for services performed:

Insured Policy Amount is \$150,000 or less

Payment to Company Furnishing Service:
65% net premium.

Insured Policy Amount is greater than \$150,000

Payment to Company Furnishing Service
65% net premium

AGREED:

Company Furnishing Service

TitleEase LLC,

By:
It's:
Date:

Company Requesting Service

By:
It's:
Date:

EXHIBIT J

ACH/EFT TRANSFER AGREEMENT

AUTHORIZATION TO HONOR CHECKS AND DEBITS BY AND PAYABLE TO THE FOLLOWING PAYEE(S):

1. (CHECK EACH APPLICABLE BOX)

	BANK NAME	ACCOUNT#	ABA#
☐ TITLEEASE LLC	_____	_____	_____
☐ OTHER	_____	_____	_____
☐ OTHER	_____	_____	_____

2. Bank Account in Name of:

ATTACH ONE VOIDED CHECK FOR THE ABOVE ACCOUNT TO THIS SHEET

3. Franchise Location: _____

4. For Information Call: _____

Address: _____

Phone #: _____

Fax #: _____

TO THE BANK DESIGNATED:

You are hereby requested and authorized to honor and to charge to the foregoing account, checks and electronic debits (collectively, "debits") drawn on such account which are payable to any of the above named Payees. It is agreed that rights with respect to each such debit shall be the same as if it bore a signature authorized for such account. It is further agreed that if any such debit is not honored, whether with or without cause, you shall be under no liability whatsoever. This authorization shall continue in force until revocation in writing is received by you.

5. DATE: ____/____/____

6. _____
Name of Franchisee/Payor (please print)

7. By: _____

SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

INDEMNIFICATION AGREEMENT

To the above named Payee and the Bank Designated:

The Payor agrees with respect to any action taken pursuant above authorization:

1. To indemnify the Bank and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Bank in the regular course of business for the purpose of payment, including any costs or expenses reasonably in collection therewith.
2. To indemnify Payee and the Bank for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
3. To defend at our own cost and expense any action which might be brought by any depositor or any other persons because of any actions taken by the Bank of Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Bank's or Payee's participation therein.

BE SURE THAT ALL INFORMATION ASKED FOR IS PROVIDED

Exhibit K
AGENTS FOR SERVICE OF PROCESS

California:

California Commissioner of the Department of Business Oversight
320 West 4th St., Suite 750
San Francisco, CA 90013-2344

Hawaii:

Commissioner of Securities
Department of Commerce & Consumer Affairs Securities Compliance Branch
335 Merchant St., Suite 203
Honolulu, HI 96813

Illinois:

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana:

Indiana Secretary of State
302 W. Washington St., Room E-111
Indianapolis, IN 46204

Maryland:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan:

Michigan Department of Commerce Corporations and Securities Bureau
525 West Ottawa, G. Mennen Williams Bldg., 7th Floor
Lansing, MI 48909

Minnesota:

Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198

New York:

Secretary of State
99 Washington Avenue
Albany, NY 12231

North Dakota:
Insurance Commissioner
North Dakota Securities & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505
701-328-2910

Rhode Island:
Director, RI Dept. of Business Regulation
511 Pontiac Ave.
Cranston, RI 02920

South Dakota:
Division of Insurance Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501-3185

Virginia:
Clerk of the State Corporation Commission
1300 East Main St., 1st Floor
Richmond, VA 23219

Washington:
Administrator of Securities
State of Washington, Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501
360-902-8760

Wisconsin:
Department of Financial Institutions
Division of Securities
345 W. Washington Ave., 4th Floor
Madison, WI 53703

All other states:
Corporate Service Company
Attention: President of TitleEase LLC
251 Little Falls Drive
Wilmington, Delaware 19808
(302) 636-5400

EXHIBIT L

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Illinois	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	April 18, 2026

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 M

RECEIPT (Our Copy)

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 TitleEase LLC offers you a franchise, it must provide this Disclosure Document to You 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship. Maryland, Michigan, and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If TitleEase LLC 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 appropriate state agency listed on Exhibit A.

The issuance date of this Disclosure Document is April 15, 2026.

The franchise sellers for this offering are TitleEase LLC, Joseph D'Urso, Jason Bilbruck, Rick Bissen, Roy McGregor, Scott Oakley and Elliot Moore. All of the Sellers are located at 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886 (877) 696-5462.

TitleEase LLC authorizes the respective state agencies identified on Exhibit K to receive service of process for it in the particular state.

I received a Disclosure Document dated as indicated above, that included the following Exhibits:

A.	List of State Administrators	H.	Workshare Agreement
B.	State Addenda to FDD	I..	P-24 – Prior Written Services and Payment Agreement
C.	Franchise Agreement	J.	ACH Agreement
D.	List of Franchisees	K.	List of Agents for Service of Process
E.	Table of Contents to Manual	L.	State Effective Dates
F.	- TitleEase LLC Financial Statements	M..	Receipt
G.	Mutual Release		

Date: _____

Signature of Prospective Franchisee

(Do not leave Blank)

Print Name

Please sign and date this receipt and return to: TitleEase LLC, 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886 and via email at: sales@titleease.io.

EXHIBIT M
RECEIPT (Your Copy)

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 TitleEase LLC offers you a franchise, it must provide this Disclosure Document to You 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship. Maryland, Michigan, and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If TitleEase LLC 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 appropriate state agency listed on Exhibit A.

The issuance date of this Disclosure Document is April 15, 2026.

The franchise sellers for this offering are, Joseph D'Urso, Jason Bilbruck, Rick Bissen, Roy McGregor, Scott Oakley and Elliot Moore. All of the Sellers are located at 2374 Post Road, Suite 112B, Warwick, Rhode Island 02886, (877) 696-5462

TitleEase LLC authorizes the respective state agencies identified on Exhibit K to receive service of process for it in the particular state.

I received a Disclosure Document dated as indicated above, that included the following Exhibits:

A.	List of State Administrators	H.	Workshare Agreement
B.	State Addenda to FDD	I..	P-24 – Prior Written Services and Payment Agreement
C.	Franchise Agreement	J.	ACH Agreement
D.	List of Franchisees	K.	List of Agents for Service of Process
E.	Table of Contents to Manual	L.	State Effective Dates
F.	- TitleEase LLC Financial Statements	M..	Receipt
G.	Mutual Release		

Date: _____

Signature of Prospective Franchisee

(Do not leave Blank)

Print Name

Please sign and date this receipt and return to: TitleEase LLC, 2374 Post Road, Suite 112B, Warwick, Rhode Island and via email at: sales@titleease.io