

TUCKER ASSOCIATES, LLC
INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY FEDERAL TRADE COMMISSION

To protect you, we've required your franchisor to give you this information.

We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

There may also be laws on franchising in your state. Ask your state agencies about them. The address of the Indiana Secretary of State is 201 State House, 200 West Washington Street, Indianapolis, Indiana 46204 (317) 232-6681.

The date of this Disclosure Document is January 29th, 2026.

FEDERAL TRADE COMMISSION
Washington, D. C. 20580

TUCKER ASSOCIATES, LLC
9279 North Meridian Street
Indianapolis, Indiana 46260

FRANCHISE DISCLOSURE DOCUMENT
OF
TUCKER ASSOCIATES, LLC

9279 North Meridian Street
Indianapolis, Indiana 46260
(317) 571-2200

FRANCHISE DISCLOSURE DOCUMENT

TUCKER ASSOCIATES, LLC
9279 North Meridian Street
Indianapolis, Indiana 46260
Phone: (317) 571-2200
Fax: (317) 571-2204
Internet: www.talktotucker.com

**See Exhibit B
for Trademark**

Tucker Associates, LLC, an Indiana limited liability company ("Associates"), offers franchises for the operation of independently-owned real estate brokerage businesses, at specified locations in the State of Indiana.

The total investment necessary to begin operation of a Tucker Associates franchise is estimated to be in the range of \$12,000 to \$17,000 (for a single location, excluding any expense for real estate and improvements) depending upon many decisions to be made by you (refer to Item 7 for details). Franchisor has elected not to charge an Initial Franchise Fee.

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

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

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

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

Registration of this franchise with the State does not constitute approval, recommendation or endorsement by the State. If this Disclosure Document contains a false, incomplete, inaccurate or misleading statement, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Indiana Secretary of State, Securities Division, 201 State House, 200 West Washington Street, Indianapolis, Indiana 46204, (317) 232-6681.

The effective date of this Disclosure Document is January ____, 2026.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit F for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN INDIANA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN INDIANA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT INDIANA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE. YOU SHOULD CONSULT WITH YOUR LAWYER AND OTHER ADVISORS CONCERNING THESE RISKS.

We do not use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise.

Effective Date: January ____, 2026.

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Exhibits:	A. Franchise Agreement
	B. Trademark Information
	C. Current Franchise Outlets/Offices
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ITEM 1: THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

The name of the franchisor is Tucker Associates, LLC ("Associates"). Associates is an Indiana limited liability company, which was originally formed as a corporation on November 1, 1991. Associates does not do business under any other names and its principal place of business is 9279 North Meridian Street, Indianapolis, Indiana 46260. Associates' telephone number is (317) 571-2200. Associates' agent for receipt of service of process is H. James Litten, 9279 North Meridian Street, Indianapolis, Indiana 46260 and the Indiana Secretary of State, Securities Division, 201 State House, 200 West Washington Street, Indianapolis, Indiana 46204. Associates' predecessor in interest is F. C. Tucker Affiliates, Inc.

Throughout this Disclosure Document "you" means the person who buys the franchise offered.

Associates is in the business of offering and selling franchises for the operation of real estate brokerage businesses ("Franchises") to qualifying real estate brokers in the State of Indiana. Associates does not operate a real estate brokerage business, nor does it offer franchises in other lines of business. To the contrary, Associates limits its business activities to the sale of Franchises. The Franchise consists of a license permitting franchisees to offer designated real estate brokerage services to customers under the service trademark described in Item 13 of this Disclosure Document.

All franchisees must be duly licensed real estate brokers. You will serve the general public and will compete with other businesses offering real estate brokerage services. **The Territory granted to you is non-exclusive, and Associates may, within or without the Territory (except as otherwise described in Item 12 of this Disclosure Document), franchise or license others to operate real estate brokerage offices or businesses without restriction as to the type of real estate that may be handled by such offices or businesses.** There are laws and regulations in Indiana which relate to real estate brokers which can be found at IC 25-34.1-1 et seq. and 876 I.A.C. 1-1-1 et seq.

The general market you will be serving is well developed and constitutes anyone who desires to lease, buy or sell real estate (see Item 16 for a complete definition of the Franchised Business). Your competition will be other national and local real estate brokerage companies such as, without limitation, RE/MAX, ERA, Century 21, Coldwell Banker Residential Affiliates, and/or other real estate companies in your Territory.

As stated, neither Associates, nor its predecessor, has operated a real estate brokerage business. However, F. C. Tucker Company, Inc., now known as F. C. Tucker Company LLC (hereinafter referred to as FCT), an affiliate of Associates, has done so since 1918.

Associates has offered the above-described Franchises since its formation on November 1, 1991. Associates' predecessor offered the same for the period from February 26, 1988 until October 31, 1991. As stated, Associates does not offer franchises in any other line of business.

ITEM 2: BUSINESS EXPERIENCE

President: H. James Litten

Mr. Litten is the President and a director of Associates. Since December of 1985, he has been an owner, director, and Executive Vice President/Secretary of FCT.

Since September 1972, Mr. Litten has been an active member of the Metropolitan Indianapolis Board of Realtors, serving on the Standards of Practice Committee, Ethics Committee, Make America Better Committee, Strategic Planning Committee and Realtors Political Action Committee. Additionally, Mr. Litten was Vice Chairman of the Broker Appraiser Committee, has been an instructor in Basic Salesmanship, served as Vice President of MIBOR in 1982, and he served on the Board of Directors at MIBOR for three years. Since 1986, he has served as a commissioner with the Indiana Real Estate Commission and currently is serving a second term as chairman. Mr. Litten is also very active in the National Association of Realtors and holds the GRI, CRS, and CRB designations. He is a Counselor for the Residential Sales Counsel and the Realtors National Marketing Institute, and is a member of the Designation Committee and Convention Committee. He is a past chairman of the Board of Editors of the *Real Estate Business* magazine and has written several articles for the magazine. Mr. Litten has been a featured speaker at both the State and National Real Estate Conventions. A graduate of Ohio University in Athens, Mr. Litten serves on several Boards of Directors including the Stanley K. Lacy Executive Leadership Series, Lawrence Township Foundation, the Arthritis Foundation, the Advisory Task Force for Ivy Tech, the Red Ribbon Campaign, the Acordia Financial Benefit Industry, Inc., and he is currently serving a three-year directorship for the Indiana Housing Trust Fund.

Vice President: Donna Kreps

Ms. Kreps is Vice President of Associates. Ms. Kreps has been with FCT since the early 1990's and has held various managerial positions within the organization.

Vice President: Anton "Andy" Rudolph

Mr. Rudolph is Vice President of Franchise Operations. He joined Associates in August of 2022 in that capacity. Prior to joining Associates, he was a Manager with F.C. Tucker Emge in Evansville, Indiana and a practicing real estate broker in Indiana for 20 years. He served as the President of the Indiana Association of Realtors in 2022. Mr. Rudolph is a graduate of Purdue University with a BS in Engineering.

Treasurer/Chief Financial Officer: Patrick Purdue

Mr. Purdue is Treasurer and Chief Financial Officer of Associates and is responsible for all accounting and tax matters relating to Associates. Mr. Purdue is also a President and the Chief Financial Officer of FCT. He joined FCT in 1985. Mr. Purdue is a graduate of Indiana University/Purdue University-Indianapolis.

Secretary: Tracy Rossetti Delvaux

Ms. Delvaux is Secretary of Associates. Ms. Delvaux is a Certified Public Accountant and a graduate of Grove City College located in Grove City, Pennsylvania.

Associates does not employ franchise brokers.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

Associates is not involved in any pending arbitration and has not, during the ten-year period immediately preceding the date of this Disclosure Document, been a party to any arbitration proceeding.

ITEM 4: BANKRUPTCY

No person previously identified in Items 1 or 2 of this Disclosure Document has been involved as a debtor in proceedings under the U. S. Bankruptcy Code required to be disclosed in this Item.

ITEM 5: INITIAL FRANCHISE FEE

Franchisor has elected not to charge an Initial Franchise Fee.

ITEM 6: OTHER FEES

You will be required to make the following payments in connection with the Franchise:

Type of Fee	Amount	Due Date	Remarks
Continuing ^{1,2} Franchise Fee	6% of Franchisee's Gross Revenue	On or before the 15 th day of the month immediately following the month in which the Gross Revenue was received	Delinquent Fees will bear interest at 12%

¹ During the first 12 months of the Initial Term, Continuing Franchise Fees are abated by 50%. As long as you are not in default, you may be entitled to an Owner's Bonus in accordance with Section 4.04 of the Franchise Agreement (**Exhibit A**).

Type of Fee	Amount	Due Date	Remarks
Franchise Renewal Fee	\$500.00	Time of Renewal	See conditions in Section 6.02 (b) of Franchise Agreement
Audit Fees	Cost of Audit Time of Audit plus 12% interest		Payable only if Gross Revenues understated by 2% or more or if financial

			records require substantial effort to be placed in condition conducive
Assignment Fee	\$1,000 – unless resulting from reorganization in which no third parties obtain an interest or if change is in form only, fee is then \$250	Prior to assignment	See Item 17, Paragraph H regarding restrictions on Assignments
Additional Location Fee	Varies with number of locations and population ³	Upon approval of additional location(s)	See Item 12 for further information regarding Additional Locations

² As long as you are not in default, if your principal location is at least 100 miles from Associates' principal office, until Associates determines that it can provide further training to you at a location not more than 100 miles from your principal location, you are entitled to an Owner's Discount of 10% of the Net Franchise Fees paid during the preceding calendar year. (See Section 4.05 of the Franchise Agreement. Exhibit A.)

³ Fees for Additional Locations are as follows:

<u>Number of Locations</u>	<u><10,000</u>	<u>>9,999</u>
2	2,250	4,500
3	2,000	4,000
4	1,500	3,000
5	1,250	2,500
6 or more	1,000 for each add'l location	2,000 for each add'l location

See Section 2.03 (c) of the Franchise Agreement regarding the conditions under which Associates will waive the Additional Location Fee.

Type of Fee	Amount	Due Date	Remarks
Referral Fees ⁴	According to fee schedule of payee	Two business days after close of transaction	Payable to Tucker Referrals, Inc. or Relocation Division of FCT
Termination Fee	Equal to the Conversion Costs paid by Franchisor	Within ten days after termination of Franchise Agreement	See Sections 4.07 and 11.09 of Addendum to Franchise Agreement
Termination Fee	Equal to the Additional Location Costs paid by Franchisor	Within ten days after termination of Franchise Agreement	See Section 2.03 (c) of Franchise Agreement

All of the above-described fees, with the exception of referral fees, are imposed and collected by and payable to Associates and are uniformly imposed. None of the fees or payments listed are refundable, in whole or in part.

⁴ See Section 4.06 of the Franchise Agreement regarding possible referrals.

ITEM 7: YOUR ESTIMATED INITIAL INVESTMENT

In addition to the fees and expenses described in Item 6 of this Disclosure Document, other initial costs will be incurred by you within a short time following your commencement of the Franchised Business. Such costs are as follows:

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is Made
Travel and Living ¹ Expenses During Training	As determined by you	As incurred	During Training	Service Providers
Real Estate, ^{1,2} Improvements, Furniture/Equipment	---	---	---	---
Building Signs ^{1,3,4}	\$1,000-3,000 per sign	As incurred	As incurred	Supplier
Yard Signs ^{1,3,4}	\$20 - \$50 per sign	As incurred	As incurred	Supplier
Business Cards ^{1,3,4}	\$30 (per 1000)	As incurred	As incurred	Printer
Insurance ^{1,3}	\$2,500-4,000/yr.	Per Carrier	Per Carrier	Insurance carrier of choice

¹ The above-described items are not refundable, and Associates does not provide any financing (see Item 10).

² Associates is unable to estimate the cost of real estate, improvements and furniture/equipment without knowing the number of sales associates and the square footage of office space required by you. There are no requirements imposed by Associates in that regard; except, however, if the appearance of your office does not meet Associates' standards, refurbishing may be required. If you choose to lease office space, you will be required to pay rent and additional rent based upon the fair rental value of the premises you select.

³ These estimates are based upon a single location (assuming no more than 30 or 40 salespersons), and you should increase these estimated initial costs by some reasonable factor considering the number of locations to be opened under the Franchise Agreement in order to determine your estimated overall initial investment.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is Made
Errors & Omissions ^{1,3}	\$150-250 per sales associate per year	Per Carrier	Per Carrier	Insurance carrier of choice
Stationery & Brochures ^{1,3,4}	\$1,000-1,500 per year	As incurred	As incurred	Suppliers/Printers
Additional Funds for Initial Period of 3 Months ⁵	\$4,500-\$5,500 per sales associate	As incurred	As incurred	Provider of service or product

Total Estimated Cost -- \$12,000-\$17,000 per location, plus Real Estate.

⁴ Associates will pay certain costs (to be determined by Associates) associated with converting to the use of Associate's System, (e.g., building and yard signs, business cards, stationery, etc.) which costs shall be referred to herein as "Conversion Costs." In the event the Franchise Agreement is terminated prior to the expiration of the Initial Term due to a default by Franchisee, Franchisee must pay a Termination Fee equal to the Conversion Costs. In the event Franchisee fails to pay the Termination Fee, the owners of Franchisee (and their spouses) are obligated to pay the Termination Fee pursuant to the Limited Guaranty attached hereto as Exhibit H. (See Sections 4.07 and 11.09 of the Addendum To Franchise Agreement.)

⁵ The actual costs of operating your business for 3 months will, of course, depend upon many factors to be decided and/or controlled by you. However, as an estimate, you may wish to budget approximately \$4,500-\$5,500 per sales associate for the 3-month period which would cover customary "desk costs," i.e., a pro rata portion of rent, utilities, secretarial and other costs of operating a real estate office.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Although Associates does maintain certain specifications or requirements for signage, stationery, business cards, memo pads, brass name badges, service pins and other office items and maintains a list of approved suppliers, you are not obligated to use any particular suppliers for goods, services or real estate relating to your franchise business. So long as the supplier selected by you is able to produce the product or service meeting our requirements, they will be approved by Associates.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Item in Disclosure Document
1. Site selection and acquisition/lease	Sections 2.01, 2.02 and 2.03	Items 7 and 12
2. Pre-opening purchases/leases	NONE	Item 7
3. Site development & other preopening requirements	NONE	Item 7
4. Initial and ongoing training	Sections 8.01 and 8.02	Item 11
5. Opening	Section 9.01	
6. Fees	Sections 4.02, 4.03 and 4.06	Items 5 and 6
7. Compliance with standards and policies/Operating Manual	Section 9.03	Item 11

Obligation	Section in Agreement	Item in Disclosure Document
8. Trademarks and Proprietary information	Sections 7.01, 7.02, 7.03, 7.04, 7.05 and 7.06	Items 13 and 14
9. Restrictions on products/ services offered	Section 1.02 (c)	Item 16
10. Warranty and customer service requirements	NONE	NONE
11. Territorial Development and Sales Quotas	Article III	Item 12
12. Ongoing product/service Purchases	NONE	NONE
13. Maintenance, appearance and remodeling requirements	Section 6.02 (c)	Item 7
14. Insurance	Section 9.06	Item 7
15. Advertising	Sections 9.04, 9.05 and 4.03	Item 12
16. Indemnification	Section 14.02	NONE
17. Owners participation/ management/staffing	Section 9.02	Item 15
18. Records & Reports	Section 9.07	Item 6
19. Inspections/Audits	Section 9.07 and 9.08	Item 6
20. Transfer	Sections 10.02 and 10.03	Item 17
21. Renewal	Section 6.02	Item 17
22. Post-termination Obligations	Section 13.01	Item 17
23. Non-competition Covenants	Section 9.10	Item 16
24. Dispute resolution	Article XII	Item 23
25. Termination Fee	Section 11.09 of Addendum and Section 2.03 (c) of Franchise Agreement	Item 6

ITEM 10: FINANCING

The obligations owing to Associates by you are payable in full when due as set forth in the Franchise Agreement. Associates does not offer direct or indirect financing. Associates does not guarantee any note, lease or obligation.

ITEM 11: FRANCHISOR'S OBLIGATIONS

Except as disclosed below, Associates need not provide any assistance to you.

Before or upon commencement of your business, Associates will:

1) provide you with voluntary Sales Training designed to train all of your sales associates in Associates' voluntary method of operating the Franchised Business. (Franchise Agreement, Section 8.01). Sales Training will be presented at Associates' business office located at 9279 North Meridian Street, Indianapolis, Indiana (or at such other location as is

determined by Associates) and typically is offered within sixty (60) days after execution of the Franchise Agreement. Sales Training is usually completed within 1 week. Associates will provide Sales Training to you and such persons employed or associated with you on the date that the Franchise Agreement is executed at no charge; however, you must bear all expenses for travel, lodging and meals in connection with the training. The initial Sales Training Program provided by Associates will be as described in the attached **Exhibit G**. However, Associates reserves the right to change any aspect of Sales Training in the future. Your sales associates or employees are not required to complete Sales Training to Associates' satisfaction.

2) provide you with one copy of the Policy & Procedures Manual ("Policy Manual") for each Location at the time of execution of the Franchise Agreement. (Franchise Agreement, Section 9.03). A copy of the Table of Contents of the Policy Manual is attached as **Exhibit D**.

Associates' obligations with respect to assistance and other services provided to you during the operation of the Franchised Business are as follows:

1) Associates will make available to you from time to time optional staff training course, seminars or conferences at Associates 9279 North Meridian Street, Indianapolis, Indiana. You are responsible for all costs of transportation, room and board incurred as a result of such staff training courses together with any fees charged by Associates therefor. Attendance by you at such courses is voluntary. In addition, Associates will offer Initial Sales Training to any Sales Associate or employee who associates with you after execution of the Franchise Agreement at a cost of \$250 - \$350 per associate to be paid by you.

Associates currently has no policy pursuant to which it will render services to you which are not required to be rendered under the terms of the Franchise Agreement or Policy Manual.

Associates estimates that the typical length of time between the signing of the Franchise Agreement and the commencement of the Franchised Business will be ten to fifteen (10-15) days unless you are a newly formed business. In that event, the time period will depend upon your ability to do all things necessary to commence the Franchised Business, such as your ability to: obtain a lease or purchase of real estate, financing or building permits, and other factors such as zoning and local ordinances, weather conditions, material shortages, or delayed installation of equipment, fixtures and signs. It should be noted, however, that liability for Continuing Franchise Fees and Advertising Fees commences the day after execution of the Franchise Agreement and ends on the date that the term of the Franchise Agreement expires or is terminated.

ITEM 12: TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets or offices that we may own in the future (although we do not own the same at this time), or from other channels of distribution for competitive brands that we control. In addition, for any territory which is adjacent to Marion County, Indiana, you may face competition from the sales persons or brokers affiliated with FCT, an affiliate of Associates. You are granted a Franchise subject to the terms and conditions of the

Franchise Agreement to operate the Franchised Business in the Locations which are agreed to by Associates and you and which are specified in the Franchise Agreement. These Locations must all be located within the Territory, a description of which is attached to the Franchise Agreement as **Exhibit A** prior to its execution. Associates determines the boundaries of the Territory based upon its analysis and judgment concerning your ability adequately to discharge the obligations described in the next sentence. You are required to promote, market and render diligently and effectively your services and develop energetically the potentials for listings and sales within such area and devote the time, attention and efforts of your staff to achieve that end.

If you fail to satisfy the performance criteria described below, Associates may franchise or license others to operate, within or without the Territory, real estate brokerage offices or businesses without restriction as to the property that may be dealt with by such offices or businesses; provided, however, that Associates may not compete unfairly with the Franchisee within a reasonable area. Notwithstanding the foregoing, Associates agrees not to grant another franchise to a third party in your Territory so long as you are not in default under the Franchise Agreement and you satisfy the following performance criteria:

- (a) You must have annual Gross Revenues of at least One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), or
- (b) You must be at least the third most productive real estate brokerage business in your Territory, as measured by the Closed Gross Volume of your company and your competitors (or a comparable measurement determined by Associates in its sole discretion); or
- (c) You must demonstrate that your Gross Revenues have consistently improved during each year of the then-current term of the Franchise Agreement and that your reputation in the Territory is excellent.

The term "Closed Gross Volume" shall mean the sum of the sales prices for each real estate unit (a purchaser or seller) sold and closed by you or your competitor. Such Closed Gross Volume shall be determined by comparing statistics maintained by the local real estate board or multiple listing service in your Territory. If no such statistics are maintained, it shall be your responsibility to provide evidence of your productivity in the Territory.

If during the term of the Franchise Agreement, you desire to open "Additional Locations" and if in Associates' sole subjective judgment the Territory can be serviced by one or more additional offices, Associates may grant you the right to open one or more Additional Locations within the Territory, provided that you are not in default under your then current Franchise Agreement and provided that you are able to demonstrate to Associates' satisfaction that your Gross Revenues have consistently improved during the then current term of the Franchise Agreement and that your reputation in the Territory is excellent. You must pay an Additional Location Fee for such Additional Location(s) based upon the Population of the largest city in the non-exclusive Territory assigned to you, in accordance with the schedule set forth in footnote 4 of Item 6, unless Associates waives the Additional Location Fee under the conditions described in Section 3.02 (c) of the Franchise Agreement. You must obtain Associates' prior written consent to the proposed site for each Additional Location and the individual responsible for each such Additional Location must also be approved by Associates.

If you are unable to conduct the Franchised Business from any Location for reasons beyond your control or if you desire to relocate for good business reasons with Associates' prior permission, which permission will not be unreasonably withheld, you may relocate such Location within the Territory.

You are not restricted from soliciting or accepting business from consumers outside of your Territory, and you have the right to use other channels of distribution such as the Internet, catalogs, telemarketing, or other direct marketing, to make sales outside of your Territory.

ITEM 13: TRADEMARKS

Under the Franchise Agreement, Associates grants you the right to operate a business under the name "F. C. Tucker" ("Name") and to use the Service Marks (including logo types and other commercial symbols) (collectively, the "Trademark") identified on the attached **Exhibit B**.

The Name and Trademark are owned by FCT and have been licensed to Associates pursuant to a License Agreement dated December 24, 1991 ("License Agreement"). The Trademark "Talk to Tucker" has been placed on the principal register ("Principal Register") of the United States Patent and Trademark Office (see **Exhibit B** for registration numbers and registration dates). The Trademark set forth on Page One of Exhibit B is pending for placement on the Principal Register.

The Trademark is not registered separately in the State of Indiana. There are presently no effective determinations of the Patent Office, the Trademark Administrator of the State of Indiana or any court adverse to the rights of FCT or Associates in respect of the Trademark, nor is there any pending interference, opposition, or cancellation proceedings, nor is there any pending material litigation involving such Trademark. To the best knowledge and belief of Associates, all required affidavits of use have been filed.

There are no agreements currently in effect or infringing uses actually known to Associates which significantly limit the right of Associates to use or franchise the use of such Trademark in any manner material to the franchise being offered, except the above-described License Agreement under which the licensor, FCT has the right to approve the nature and quality of all of Associates' activities, materials and/or advertising. Under the License Agreement, Associates is precluded from granting franchises for "Acting As A Real Estate Broker" as to "Excluded Properties" (see Item 16 below). The License Agreement provides that Associates must give notice to FCT of any claim of trademark infringement or unfair competition, and thereafter FCT shall defend against such claim at its expense. Under the License Agreement, FCT has the right to enter the premises and inspect the activities of any franchisee for the purpose of protecting and maintaining the standards of quality required for services offered under the Trademark. The term of the License Agreement expires on December 31, 2090. The License Agreement cannot be modified without the written agreement of both parties. The License Agreement cannot be cancelled unless one party is in default thereunder or Indiana law otherwise permits a termination of the License Agreement.

The Franchise Agreement requires that, in the event a third party makes any claim, by suit or otherwise, against you because of your use of the Trademark in accordance with the terms of the Franchise Agreement, you must promptly notify Associates in writing and, upon

receiving such notice, Associates will retain, or cause to be retained, counsel of its own choosing to defend you against any such claim, suit or demand and will protect, indemnify and save you harmless from any loss, costs or expenses arising out of or relating to any such claim, suit or demand. Associates must attempt to protect your right to use the Trademarks.

In order to preserve the validity and integrity of the Trademark and to insure that you are properly using the same in the operation of the Franchised Business, Associates and/or its designated agents shall at all reasonable times have the right to inspect your business operations. You must cooperate with the representatives of Associates in such inspection and render such further assistance as may be reasonably requested.

You must modify or discontinue the use of the Trademark if Associates modifies or discontinues the Trademark. You may not directly or indirectly contest our right to our trademarks, trade secrets or business techniques which are part of our business.

You must follow our rules when you use the Trademark. You cannot use a name or mark as a part of your corporate or business name or with modifying words, designs or symbols except for those which Associates licenses to you. You may not use the Trademark in connection with the sale of an unauthorized product or the performance of an unauthorized service, or in a manner not authorized in writing by Associates.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

With the exception of common law copyrights on all proprietary advertisements, manuals and printed materials, Associates does not own any patent or copyrights which are material to the Franchise. None of the common law copyrights are registered, and there are no agreements currently in effect which significantly limit the rights of Associates to use or license the use of the common law copyrights in a manner material to you. Associates' Policy Manual must be treated at all times as confidential and neither it, other confidential trade secret materials of Associates, nor any other confidential or copyrights material of Associates may be copied, duplicated, recorded or otherwise made available to any unauthorized person, firm or entity without the prior written consent of Associates.

The Franchise Agreement provides for you to acknowledge that your entire knowledge of Associates' processes, services, products, techniques and know-how in the operation of the Tucker Associates System is derived from information disclosed to you by Associates pursuant to the Franchise Agreement, the Policy Manual, at the Initial Training and from time to time thereafter and that such information is proprietary, confidential and a trade secret of Associates.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

Your principal owner or owners are not obligated to participate in the actual operation of the Franchised Business, and Associates makes no recommendation in that respect. However, there must be employed by Franchisee on a full-time basis at least one Manager per Location. The identity of each such Manager must be disclosed to Associates and should the identity of any such Manager change, Associates must be notified promptly in writing. Each Manager must devote his or her entire time during normal business hours to the management, operation and development of the Franchised Business, but is permitted to be a full-time real estate

salesperson. Unless Associates waives such requirement, the Manager is required to complete successfully the initial training program described in Item 11. The Manager is not required to be an owner of any franchisee which is a corporation or other entity.

ITEM 16: RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

In connection with the operation of the Franchised Business, you must operate the Real Estate Brokerage Business, which is defined by the Franchise Agreement to mean "Acting as a Real Estate Broker" for others, including the selling, purchasing, auctioning, leasing or renting of any and all real estate (and improvements on or to that real estate, including ancillary personal property such as appliances, portable spas, etc.), except as provided in this document, only from authorized business sites (including Original Locations and Additional Locations). "Acting as a Real Estate Broker" means the business of listing, offering, selling, exchanging, managing, leasing, renting or representing of sellers, purchasers, lessors or renters of real estate in exchange for a fee, commission or other compensation. Unless Associates' prior consent is obtained, the Franchised Business shall not include "Acting as a Real Estate Broker" with respect to the following categories of Excluded Properties:

(1) multi-family residential projects consisting of more than 25 residential units;

(2) parcels of improved commercial or industrial property (not deemed to include farms or other rural agricultural property) having a gross listing or sales price which exceeds \$500,000;

(3) parcels of improved commercial or industrial property for lease or rental which has more than 20,000 square feet of aggregate rentable space (notwithstanding the square footage of individually rentable portions of said property);

(4) parcels of vacant land zoned, or to be sold, leased, or rented for commercial or industrial purposes (not including farms or other rural agricultural property which are deemed to be within the scope of the Franchised Business) which are either listed at or sold for a gross sales price which exceeds \$500,000 or which are listed for lease or leased or rented for a net amount of more than \$50,000 per year; and/or

(5) the management of residential, commercial or industrial properties providing for annual management fees in excess of \$15,000.

You acknowledge that Acting As A Real Estate Broker as to Excluded Properties constitutes real estate brokerage business distinct from the Franchised Business. **You retain the right to conduct businesses and perform services other than the Franchised Business, including Acting As A Real Estate Broker as to Excluded Properties, provided that you may not use the Trademark or System franchised pursuant to the Franchise Agreement in connection with such excluded businesses or services and that businesses and services other than the Franchised Business shall not be conducted from an authorized Location.**

Associates reserves the right to increase the foregoing limits of \$500,000 and \$50,000 upon 90 days' written notice. Contiguous or adjacent properties listed under a single listing agreement or offered by you will be deemed to be a single property and the square footage or sales price of such contiguous or adjacent properties will be aggregated in order to determine whether or not such properties are included within the Franchised Business.

The exclusions from the Franchised Business set forth in subparagraphs (1) through (5) of paragraph 1.02(c) of the Franchise Agreement will not apply if Associates consents in writing to a waiver of these exclusions. In order to secure such a waiver from Associates, you must be associated with at least one (1) licensed real estate salesperson who has demonstrated proficiencies in commercial/industrial real estate brokerage, including, without limitation, having secured a designation such as SIOR or CCIM. The salesperson so qualified shall be designated as the individual in your business responsible for commercial/industrial real estate brokerage and must remain associated with you in order for the waiver to remain effective. For so long as the waiver is in effect, commercial/industrial real estate transactions shall be included in the computation of Franchisee's Gross Revenues, and you shall have the obligation to pay Continuing Franchise Fees and Advertising Fees thereon.

Unless the following services are authorized in writing by Associates to be includable in the Franchised Business, the Franchised Business shall not include the offering or performing of ancillary real estate services including but not limited to title insurance or searches, mortgage banking, loan brokerage, insurance, escrow services or appraisals. Except with the prior written consent of Associates, the Franchised Business shall not include the brokerage of "business opportunities," as that term is defined in Article 5 of Title 24 of the Indiana Code (IC 24-5-8-1 et seq.), or any successor statute, or any Indiana or federal statute containing similar provisions.

Except for properties of any type generating management fees greater than \$15,000 per year, property management services provided by you shall be deemed to be within the scope of the Franchised Business. Property management services shall be deemed for purposes of the Franchise Agreement to include the maintenance for others of improved real property, provision of upkeep, janitorial and security services with respect to those properties and/or collection of rents from existing tenants. Property management shall not include brokerage services provided in connection with the initial and/or subsequent renting or leasing of real property, which brokerage services shall at all times be deemed to be within the scope of the Franchised Business and, therefore, subject to Continuing Franchise Fees and Advertising Fees. If you are owned by a person, firm or entity who also owns a separate and distinct property management entity, the said property management entity will be deemed to be a co-licensee of the franchise and, if the property management entity operates out of a distinctly separate location from your authorized Location(s) in such circumstances, the business site will be considered an Additional Location under the terms of the Franchise Agreement, subject to separate Continuing Franchise Fee reporting requirements, Advertising Fee contributions and Additional Location fees.

During the term of the Franchise Agreement, you shall not directly or indirectly operate, manage, own or hold any interest in any real estate brokerage business other than the Franchised Business, without the prior written consent of Associates.

Associates does not have the right to change the types of authorized goods or services covered by the Franchise.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**THE FRANCHISE RELATIONSHIP**

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

Provision	Section of Agreement	Summary
a. Length of franchise term	Section 6.01	Term of 6 years from Effective date
b. Renewal or Extension of Term	Section 6.02	If you satisfy Section 6.02, you can renew for additional five-year terms under Associates' form of franchise agreement then in effect, which may have materially different terms and conditions than the original franchise agreement.
c. Requirements for you to renew or extend	Section 6.02	Must demonstrate that your productivity has consistently improved and that your reputation is excellent, sign the then-prevailing form of Franchise Agreement(see (b) above, pay Renewal Fee, bring office into compliance with standards of Policy Manual

Provision	Section of Agreement	Summary
d. Termination by you	Section 11.06	Upon material breach by Franchisor which continues more than thirty (30) days
e. Termination by Associates without cause	Not applicable	Not applicable
f. Termination by Associates with cause	Sections 11.02 and 11.03	Associates can terminate if you default, if your Gross Revenues decrease by 33%, or if more than 50% of your sales associates or brokers disassociate with you. Termination may be with or without notice depending upon the nature of the default
g. "Cause" defined – defaults which can be cured	Sections 11.01 and 11.03	You have fourteen (14) days to cure non-payment of fees; you have thirty (30) days to

		cure defaults not listed in Section 11.02
h. "Cause" defined – defaults which cannot be cured	Sections 11.01 and 11.02	Abandonment, insolvency, knowingly withholding reporting of Gross Revenues, attempting to make assignment without consent, expiration or revocation of brokerage license, misuse of trademarks, default in material obligation as to which you have previously received notice of default
i. Your obligations on termination/non-renewal	Section 13.01	Discontinue use of trademarks, complete de-identification, discontinue use of trade secrets, procedures, etc.; make books available for termination audit; pay all amounts due and owing; see Section 11.08 regarding Limited Guaranty

Provision	Section of Agreement	Summary
j. Assignment by Associates	Section 10.01	Assignee must be financially responsible and capable of performing Associates' obligations; assignee shall agree to assume and perform obligations
k. "Transfer" by you - defined	Section 10.02	Includes transfer of interest in Franchise Agreement or any other rights or privileges under the Agreement
l. Associates' approval of transfer by you	Section 10.02	Associates has right to approve but approval will not be unreasonably withheld
m. Conditions for Associates' approval of transfer	Section 10.02	Transferee must meet Associates standards for new franchisees, you must not be in default, you must pay Assignment Fee, transferee must assume your obligations, transferee must sign

		Franchise Agreement, must complete training
n. Associates' right of first refusal to acquire your business	Section 10.03	Associates has right to purchase the business upon terms and conditions of the proposed assignment
o. Associates' option to purchase your business	Not applicable	Not applicable
p. Your death or disability	Section 10.02	Death or incapacity of franchisee, stockholder or partner does not give rise to Associates' right of first refusal
q. Non-competition covenants during term of the franchise	Section 9.10	No involvement in any Real Estate Brokerage Business
r. Non-competition covenants after franchise is terminated or expires	Not applicable	Not applicable
s. Modification of the Agreement	Section 15.02	Modifications only in writing signed by the parties; however, Policy Manual can be revised by Associates
t. Integration/merger clause	Section 15.02	All terms and conditions contained in Franchise Agreement and Policy Manual – no other agreements enforceable

Provision	Section of Agreement	Summary
u. Dispute resolution by arbitration or mediation	Article XII	All disputes to be submitted to arbitration in accordance with rules of The American Arbitration Association
v. Choice of forum	Not applicable	Not applicable
w. Choice of Law	Section 15.01	Indiana law applies

ITEM 18: PUBLIC FIGURES

Associates has made no arrangements of any kind with any public figure for the endorsement of the Franchise, its services or in any other connection.

There are no provisions in the Franchise Agreement prohibiting you from obtaining the endorsement of a public figure with respect to your Franchised Business. However, Associates makes no such arrangements and charges you no fee relating to such endorsement.

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 or offices, 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 or office 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 (of which there are none) or franchised outlets or offices. 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 or office, however, we may provide you with the actual records of that outlet or office provided that the franchisee consents to that disclosure. 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 H. James Litten, Tucker Associates, LLC 9279 North Meridian Street, Indianapolis, Indiana 46260; Telephone: 317/571-2200, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLET AND FRANCHISEE INFORMATION

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

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	33	33	0
	2024	33	33	0
	2025	33	33	0
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	33	33	0
	2024	33	33	0
	2025	33	33	0

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

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

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

Col. 1	Col. 2	Col. 3	Col. 4.	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Indiana	2023	33	0	0	0	0	0	33
	2024	33	0	0	0	0	0	33
	2025	33	0	0	0	0	0	33

Table No. 4
Status of Company-Owned Outlets
For Years 2023 to 2025

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet In the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Indiana	0	0	0

ITEM 21: FINANCIAL STATEMENTS

Attached hereto as **Exhibit E-1** is a copy of Associates' audited financial statements for calendar years 2023 and 2024. Attached hereto as **Exhibit E-2** is a copy of Associates' unaudited financial statements for the period from January 1, 2025 through December 31, 2025.

ITEM 22: CONTRACTS

Attached hereto as **Exhibit A** is a copy of the Franchise Agreement (including the Addendum thereto) proposed for use in this state. Attached hereto as **Exhibit H** is a copy of the Limited Guaranty Concerning Conversion Costs which obligates the owners (and their spouses) to pay a termination fee in the event (a) the Franchise Agreement is terminated prior to the expiration of the Initial Term due to a default by the franchisee and (b) the termination fee is not paid by the franchisee. Attached hereto as **Exhibit I** is a copy of the Limited Guaranty Concerning Additional Location Costs which obligates the owners (and their spouses) to pay a termination fee in the event (a) the Franchise Agreement is terminated prior to the expiration of the applicable term due to a default by the franchisee, and (b) the termination fee is not paid by the franchisee. There are no other lease, option or purchase agreements or other contracts required to be executed by you before the Franchise Agreement becomes effective.

ITEM 23: RECEIPT

You must execute the Acknowledgment of Receipt of Disclosure Document which comprises the last page of this Franchise Disclosure Document and return said Acknowledgment without delay to Associates.

RECEIPT
(FRANCHISOR'S COPY)

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Associates offers you a franchise, Associates must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, Associates or an affiliate in connection with the proposed franchise sale.

If Associates 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Indiana Secretary of State, Securities Division, 201 State House, 200 West Washington Street, Indianapolis, IN 46204.

The principal business address and telephone number for Associates are 9279 North Meridian Street, Indianapolis, Indiana 46260, 317/571-2200. The issuance date of this Disclosure Document is set forth on Page 2 of this Disclosure Document. The name and address of Associates' registered agent authorized to receive service of process is set forth in Item 1 of this Disclosure Document.

This Disclosure Document includes the following exhibits:

- A. Franchise Agreement
- B. Trademark Information
- C. Current Franchise Outlets/Offices
- D. Table of Contents of Policy & Procedure Manual
- E. Associates' Audited Financial Statements
- F. Sources for Comparative Information
- G. Sales Training Schedule
- H. Limited Guaranty Concerning Conversion Costs
- I. Limited Guaranty Concerning Additional Location Costs

I received this Disclosure Document dated January _____, 2026 that included the above-described exhibits on the date set forth below.

(NAME OF POTENTIAL FRANCHISEE)

Date: _____

By: _____

Printed: _____

Title: _____

Please return one executed copy of this Receipt to: Tucker Associates, LLC
9279 North Meridian Street
Indianapolis, IN 46260

RECEIPT
(FRANCHISEE'S COPY)

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Associates offers you a franchise, Associates must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, Associates or an affiliate in connection with the proposed franchise sale.

If Associates 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Indiana Secretary of State, Securities Division, 201 State House, 200 West Washington Street, Indianapolis, IN 46204.

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I received this Disclosure Document dated January _____, 2026 that included the above-described exhibits on the date set forth below.

(NAME OF POTENTIAL FRANCHISEE)

Date: _____

By: _____

Printed: _____

Title: _____

Please return one executed copy of this Receipt to: Tucker Associates, LLC
9279 North Meridian Street
Indianapolis, IN 46260

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between **TUCKER ASSOCIATES, LLC**, an Indiana limited liability company and a licensed real estate broker in the state of Indiana ("Franchisor") and _____ doing business in the State of Indiana as _____ ("Franchisee").

RECITALS

Franchisor has developed a system ("System") under certain "Trademarks" (as defined in paragraph 1.02(k) hereof) for the promotion and assistance of independently owned and operated real estate brokerage businesses. Franchisor is a licensee of the Trademarks under that certain License Agreement dated December 24, 1991 ("License Agreement") with F. C. Tucker Company, LLC, as Licensor. The System is intended to enable such businesses to benefit from identification with Franchisor and compete more effectively in their respective marketplaces. It is acknowledged and agreed by the parties that compliance with the System is entirely voluntarily by Franchisee.

Franchisee acknowledges that Franchisor has developed substantial goodwill in respect of use of the Trademarks and that Franchisor has operated under, and developed a distinct identity with, said Trademarks.

Franchisee acknowledges that it was provided a copy of the Franchise Disclosure Document relating to the offer and sale of franchises by Franchisor at the earlier of (a) the first personal meeting between representatives of Franchisor and Franchisee, or (b) ten business days before the signing of this Agreement or any related agreement, or (c) ten business days before any payment from Franchisee to Franchisor in connection with the Franchise Agreement. Furthermore, Franchisee acknowledges that it received a full and complete copy of this Agreement as herein constituted at least five business days prior to its execution of this Agreement.

Franchisee desires to be franchised and licensed by the Franchisor to use the System, Trademarks and goodwill of Franchisor to conduct the "Franchised Business," as that term is defined in paragraph 1.02(c) hereof. The Franchisor is willing to grant to the Franchisee said franchise and license, in accordance with the provisions of this Agreement and the Policy Manual, at the location(s) and for the term set forth below.

ARTICLE I

THE FRANCHISED BUSINESS

1.01. Grant of Franchise. Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, a non-exclusive franchise ("Franchise") to conduct the Franchised Business at the location(s) ("Location(s)") described in paragraph 2.01 hereof, from the Effective Date of this Agreement until the expiration of the term hereof and any renewal or extension hereof, unless sooner terminated. Nothing contained herein shall accord Franchisee any right, title or interest in and to the Trademarks, methods of operation or goodwill of Franchisor except such rights as may be granted hereunder. Furthermore, nothing contained herein shall be deemed to grant Franchisee an exclusive territory, and Franchisor may, now or in the future, franchise or license others to operate real estate brokerage offices or businesses within or without the Territory defined in paragraph 1.02(f) hereof, and without restriction as to the type of property that may be dealt with by such offices; provided, however, that in no event shall Franchisor compete unfairly with Franchisee within a reasonable area. Notwithstanding the foregoing, Franchisor agrees not to grant another franchise to a third party in the Territory so long as (i) Franchisee is not in default hereunder and (ii) Franchisee satisfies the following performance criteria:

- (a) Franchisee must have annual Gross Revenues of at least One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), or
 - (b) Franchisee must be at least the third most productive real estate brokerage business in the Territory, as measured by the Closed Gross Volume (as defined below) of Franchisee and its competitors (or a comparable measurement determined by Franchisor in its sole discretion);
- or
- (c) Franchisee must demonstrate that its Gross Revenues have consistently improved during each year of the then-current term of the Franchise Agreement and that its reputation in the Territory is excellent.

The term "Closed Gross Volume" shall mean the sum of the sales prices for each real estate unit (a purchaser or seller) sold and closed by Franchisee or its competitor. Such Closed Gross Volume shall be determined by comparing statistics maintained by the local real estate board or multiple listing service in the Territory. If no such statistics are maintained, it shall be Franchisee's responsibility to provide evidence of Franchisee's productivity in the Territory.

1.02. Definitions.

(a) Abandoned. The term "Abandoned" shall include, but not be limited to, Franchisee's failure at any time during the term of this Agreement to keep any Location open and operating for business for a period of 14 consecutive days, without Franchisor's prior written consent.

(b) Additional Location(s). The term "Additional Location(s)" shall mean those locations opened pursuant to the terms of this Agreement after the opening of the Original Location(s) described in paragraph 2.01 hereof.

(c) Franchised Business. The term "Franchised Business" (sometimes "Real Estate Brokerage Business") shall mean acting as a real estate broker or agent for others in connection with the selling, purchasing, auctioning, managing, leasing or renting of any and all real estate and ancillary personal property, except as provided hereinafter. Franchisee shall be permitted to operate the Franchised Business outside the Territory. "Acting as a Real Estate Broker" shall mean the business of listing, offering, selling, exchanging, managing, leasing or renting of real estate or representing sellers, purchasers, lessors or renters of real estate in exchange for a fee, commission, or other compensation. The Franchised Business shall not include "Acting as a Real Estate Broker" with respect to the following categories of real estate ("Excluded Properties"):

- (1) multi-family residential projects consisting of more than 25 residential units;
- (2) parcels of improved commercial or industrial property (not deemed to include farms or other rural agricultural property) having a gross listing or sales price which exceeds \$500,000;
- (3) parcels of improved commercial or industrial property for lease or rental which has more than 20,000 square feet of rentable space (notwithstanding the square footage of individually rentable portions of said property);
- (4) parcels of vacant land zoned, or to be sold, leased, or rented for commercial or industrial purposes (but not including farms or other rural agricultural properties which properties are deemed to be within the scope of the Franchised Business) which are either listed at or sold for a gross sales price which exceeds \$500,000 or which are listed for lease, or leased or rented for a net amount of more than \$50,000 per year; and

- (5) the management of residential, commercial or industrial properties providing for annual management fees in excess of \$15,000.00.

Franchisee acknowledges that Acting as a Real Estate Broker as to Excluded Properties constitutes real estate brokerage business distinct from the Franchised Business. Franchisee retains the right to conduct businesses and perform services other than the Franchised Business, including Acting As A Real Estate Broker as to Excluded Properties, provided that Franchisee may not use the Trademark or System franchised pursuant to the Franchise Agreement in connection with such excluded businesses or services and that businesses and services other than the Franchised Business shall not be conducted from an authorized Location.

Franchisor reserves the right to increase the foregoing limits of \$500,000 and \$50,000 upon ninety (90) days' written notice. Contiguous or adjacent properties listed under a single listing agreement, or offered by Franchisee, shall be deemed to be a single property and the square footage or sales price of said contiguous or adjacent properties shall be aggregated in order to determine whether or not such properties are included within the Franchised Business.

Notwithstanding the foregoing, the exclusions from the Franchised Business set forth in subparagraphs (1) through (5) above shall not apply if Franchisor consents in writing to a waiver of these exclusions ("Waiver"). In order to secure a Waiver from Franchisor, Franchisee must be associated with at least one (1) licensed real estate salesperson who has demonstrated proficiencies in commercial/industrial real estate brokerage, including, without limitation, having secured a designation such as SIOR or CCIM. The salesperson so qualified shall be designated as the individual in Franchisee's business responsible for commercial/industrial real estate brokerage and must remain associated with the Franchisee in order for the Waiver to remain effective. For so long as the Waiver is in effect, commercial/industrial real estate transactions shall be included in the computation of Franchisee's Gross Revenues, and Franchisee shall have the obligation to pay Continuing Franchise Fees thereon.

Except with the prior written consent of Franchisor, the Franchised Business shall not include the offering or performing of ancillary real estate services, which shall include (without limitation) title insurance or searches, mortgage banking, loan brokerage, insurance, escrow services or appraisals. Except with the prior written consent of Franchisor, the Franchised Business shall not include the brokerage of "Business Opportunities," as that term is defined in Article 5 of Title 24 of the Indiana Code (IC 24-5-8-1, et seq.), or any successor statute, or any Indiana or federal statute containing similar provisions.

All other commercial transactions involving the transfer of goodwill or business property incident to the sale of real property shall not be deemed to be a business

opportunity and, if such goodwill or ancillary personal property is included in a transaction involving a Franchisee in connection with a brokered real estate transaction that is within the scope of the Franchised Business, all Gross Revenues received in respect of the brokering of said tangible and/or intangible personal property shall be includable in Gross Revenues for purposes of computation of Continuing Franchise Fees and Advertising/Services Fees.

Gross Revenues derived from property management services not otherwise excluded pursuant to 1.02(c)(5) ("Management Revenues") are a part of the Franchised Business and are subject to Continuing Franchise Fees and Advertising/Services Fees under paragraphs 4.02 and 4.03 hereof. Property management services shall be deemed for purposes hereof to mean the maintenance of improved real property, provision of upkeep, janitorial and security services in respect thereof and collection of rents from existing tenants; but shall not include brokerage services provided in connection with the initial and/or subsequent renting or leasing of real property, which brokerage services shall at all times be deemed to be within the scope of the Franchised Business. In circumstances wherein the Franchisee is owned by a person, firm or entity which also owns a separate and distinct property management entity, the property management entity will be deemed to be a co-licensee of the Franchisee and, if the property management entity operates out of a separate location from that of the Franchisee, that separate location will be considered an Additional Location under the terms of this Agreement, subject to separate Continuing Franchise Fees (and reporting requirements), Advertising/Services Fee contributions and Additional Location Fees.

(d) Gross Revenues. The term "Gross Revenues" shall mean all money or things of value received or receivable ("receivable" shall mean earned though not yet paid) directly or indirectly by Franchisee constituting payment to or on account of the Franchised Business (including all activities not within the scope of the Franchised Business, but undertaken by Franchisee with Franchisor's consent), including but not limited to, commissions, referral fees or other things of value received by Franchisee for or on account of Franchisee's operation of the Franchised Business, without deducting Franchisee's costs or expenses, multiple listing fees, commissions, salaries, overrides or bonuses payable to its salespersons or employees, provided, however, that Gross Revenues shall not include pending transactions which have not closed as of the last day of the Term of this Agreement.

(e) Location(s). The term "Location(s)" shall include all Original Location(s), and any Additional Location(s).

(f) Territory. The term "Territory" shall mean that non-exclusive geographical area described in Exhibit "A" attached hereto and incorporated herein by reference outside of which the Franchisee shall not open any Locations.

(g) Opening. The term "Opening" shall mean the day upon which the Franchisee commences operation of the franchised Business under the System and Trademarks.

(h) Original Location(s). The term "Original Location(s)" shall mean the Location(s) which are listed in paragraph 2.01 hereof.

(i) Policy and Procedures Manual. The term "Policy and Procedures Manual" or "Policy Manual" shall mean Franchisor's Policy Manual setting forth certain voluntary guidelines for the operation of the Franchised Business, including all amendments and supplements thereto which may be supplied to the Franchisee from time to time.

(j) System. The term "System" is that voluntary method of operation for the promotion and assistance of independently owned real estate brokerage businesses.

(k) Trademarks. The term "Trademarks" shall mean any and all proprietary marks now or later placed on the Principal Register of the United States Patent and Trademark Office, trademarks, trade names, service marks, logo types, insignias, designs, Internet domain names and other commercial symbols which Franchisor now or thereafter is authorized to use and does use to identify the real estate brokerage business or its Franchisees.

ARTICLE II

LOCATION OF BUSINESS

2.01 The Original Location(s). Subject to paragraphs 2.02 and 2.03 hereof, the Franchised Business shall only be operated from the Original Location(s) described on the attached Exhibit "B" which is incorporated herein by reference.

2.02 Right to Relocate. If Franchisee is unable to conduct the Franchised Business from any Location at any time during the term hereof due to circumstances or events beyond its reasonable control, or if it desires to relocate for good business reasons, Franchisee may relocate such Location, within the Territory, upon the following conditions:

(a) Franchisee shall provide written notice to Franchisor at the time Franchisee desires to relocate for good business reasons or, if applicable, within ten (10) days after Franchisee determines that it will lose such Location, or immediately after such loss of the Location, whichever occurs first, stating Franchisee's desire to relocate to a new location and explaining in detail the reasons therefor. Concurrently, or as soon thereafter as practicable, Franchisee shall also notify Franchisor in writing of a proposed new Location ("New Location"). Within thirty (30) days after receiving Franchisee's

notice of the proposed New Location, Franchisor shall either approve such New Location, or disapprove such New Location, notifying Franchisee of the reasons for disapproval. In the event of disapproval, Franchisee shall have the right to notify Franchisor in writing of an alternative proposed New Location within thirty (30) days after receiving Franchisor's notice of disapproval. Franchisor shall approve or disapprove such alternative proposed New Location within thirty (30) days of receiving Franchisee's notice thereof. If Franchisor approves such relocation, or fails to disapprove the same within said 30-day period, such New Location shall be deemed to be the equivalent of an Original Location and a part of the Franchised Business for purposes of this Agreement.

(b) Franchisor's consent to the location of a New Location shall be exercised in its sole subjective judgment exercised in good faith.

(c) Franchisee shall also provide Franchisor with written notice of the closing or abandonment of any location not later than thirty (30) days prior to said closing or abandonment.

2.03 Additional Location(s).

(a) If Franchisee desires to open Additional Location(s) within the Territory and if, in Franchisor's sole subjective judgment, the Territory can be serviced by Additional Location(s), Franchisor may (but shall not be obligated to) grant to Franchisee the right to open such Additional Location(s), provided Franchisee shall not then be in default of any of its obligations arising pursuant to this Agreement and provided that Franchisee is able to demonstrate to Franchisor's satisfaction that Franchisee's Gross Revenues have consistently improved during the then current term of this Agreement and that Franchisee's reputation in the Territory is excellent, upon the following conditions:

(i) Prior to the Opening thereof, Franchisee shall submit to Franchisor a written request for Franchisor's approval of each proposed Additional Location and Franchisor shall, within thirty (30) days after receiving such request, either grant or deny Franchisee's request for such Additional Location. Franchisor's determination to grant or deny said request shall be made in its sole subjective judgment exercised in good faith. If Franchisor consents thereto, upon Franchisee's payment of the Additional Franchise Fee specified in paragraph 2.03(a)(ii) hereof, said Additional Location shall be deemed to be part of the Franchised Business for purposes of this Agreement as of the date that such Additional Location opens for business.

(ii) Prior to the opening thereof, Franchisee shall pay for such Additional Location a fee ("Additional Location Fee") based upon the Population of the

largest city in the non-exclusive Territory assigned to Franchisee, in accordance with the following schedule:

<u>Number of Locations</u>	<u>Population < 10,000</u>	<u>Population > 9,999</u>
2	\$ 2,250	\$ 4,500
3	\$ 2,000	\$ 4,000
4	\$ 1,500	\$ 3,000
5	\$ 1,250	\$ 2,500
6 or more	\$ 1,000 for each location	\$ 2,000 for each location

(b) Once approved by Franchisor, all Locations shall remain open on a full-time basis and, if not open on a full-time basis, said Locations shall be deemed Abandoned.

(c) Notwithstanding the foregoing provisions of this Section 2.03, in the event Franchisee is not in default hereunder, Franchisor will waive its right to receive the Additional Location Fee as to the Additional Location and will pay certain costs (to be determined by Franchisor in its sole discretion) associated with opening the Additional Location (e.g., building and yard signs, business cards, stationary, etc., which costs shall be referred to herein as “Additional Location Costs”) provided that the following preconditions are satisfied by Franchisee:

(i) Franchisee must execute and deliver to Franchisor the then current form of franchise agreement used by Franchisor which shall have an initial term of six (6) years; and

(ii) Franchisee must have paid all Continuing Franchise Fees and other amounts then owing under this Agreement (including, without limitation, any fees or costs owed to affiliates of Franchisor); and

(iii) Franchisee must be able to demonstrate to Franchisor’s satisfaction that Franchisee’s Gross Revenues have consistently improved during the then current term of this Agreement and that Franchisee’s reputation in the Territory is excellent.

In the event the new franchise agreement is terminated by Franchisor prior to the expiration of the six-year term due to a default by Franchisee, Franchisee shall pay (within ten (10) days after written demand by Franchisor) a termination fee equal to the Additional Location Costs paid by Franchisor. In the event Franchisee fails to pay the termination fee within thirty (30) days after demand by Franchisor, the owners of

Franchisee (and their spouses) shall be obligated to pay the termination fee pursuant to the terms of the Limited Guaranty Concerning Additional Location Costs attached hereto as Exhibit I, which the owners and their spouses shall execute contemporaneously with the execution of the new franchise agreement.

ARTICLE III

DUTIES OF DILIGENCE

Franchisee agrees diligently and effectively throughout the Term of this Agreement to (a) promote, market and render the services provided by the Franchised Business in the Location(s), (b) develop, to the best of its ability, as reasonably determined in the sole judgment of Franchisor, the potential for listings and sales therein, and (c) devote and focus its attention and efforts to such promotion and development. Franchisee's failure to do so shall be deemed a material breach of this Agreement.

ARTICLE IV

PAYMENTS BY FRANCHISEE/OWNER'S BONUS/ OWNER'S DISCOUNT/CONVERSION COSTS

4.01 Initial Franchise Fee. This section has been deleted intentionally.

4.02 Continuing Franchise Fees.

(a) Franchisee shall pay to Franchisor a "Continuing Franchise Fee" equal to six percent (6%) of all Gross Revenues, as defined in paragraph 1.02(d) hereof, derived from the Franchised Business.

(b) Continuing Franchise Fees shall be payable upon all Gross Revenues received by Franchisee after the Effective Date of this Agreement and continuing until the date of expiration or termination of this Agreement. Franchisee's Continuing Franchise Fees shall be paid to Franchisor in cash (United States currency) regardless of the type of consideration received by Franchisee. All delinquent payments of Continuing Franchise Fees shall bear interest at the rate of twelve percent (12%) per annum. All Continuing Franchise Fees shall be paid to Franchisor on or before the 15th

day of the month immediately following the month in which Gross Revenues were received by Franchisee, which fees shall be accompanied by copies of all closing statements associated with the same.

4.03 Owner's Bonus

Provided that Franchisee is not in default under this Agreement, Franchisor shall pay to Franchisee, prior to March 31 of each year of the term of this Agreement, an Owner's Bonus equal to any excess of (a) the Continuing Franchise Fees paid by Franchisee during the preceding calendar year, over (b) the product of Franchisee's Gross Revenues during the preceding calendar year times the applicable percentages described in the following Owner's Bonus Schedule:

<u>Gross Revenues</u>	<u>Applicable Percentage</u>
\$ 0 - 500,000	6%
\$ 500,001 - 1,100,000	5%
\$ 1,100,001 - 1,700,000	4%
\$ 1,700,001 - 2,300,000	3%
\$ 2,300,001 +	1%

For example, if Franchisee's Gross Revenues during the previous calendar year were \$750,000, the Owner's Bonus would be \$2,500, calculated as follows:

<u>Gross Revenues</u>		<u>Owner's Bonus Schedule</u>	<u>Previous Year's Franchise Fees (at 6%)</u>
\$ 0 - 500,000	6%	\$30,000	\$30,000
\$ 500,001 - 1,100,000	5%	<u>\$12,500</u>	<u>\$15,000</u>
		\$42,500	\$45,000

Owner's Bonus: 45,000 - 42,500 = \$ 2,500

In the event Franchisor, in its sole discretion, estimates that Franchisee's Gross Revenues may exceed \$2,300,000.00 for the current calendar year, then Franchisor may elect to pay any Owner's Bonus in quarterly installments, within 60 days after the completion of the previous quarter.

In addition, within 90 days after the conclusion of each calendar year during the Term of this Agreement, in the event Franchisee's Gross Revenues exceed \$2,300,000.00, then Franchisor shall pay to Franchisee an additional bonus of 10% of the Net Franchise Fees as defined below. The term "Net Franchise Fees" means the sum of all Continuing Franchise Fees paid to Franchisor in the preceding calendar year, minus the Owners Bonus paid to Franchisee relative to the preceding calendar year.

4.04 Owner's Discount Provided that Franchisee is not in default under this Agreement and Franchisee's principal location is at least 100 miles from Franchisor's principal office, until Franchisor determines (in its sole discretion) that it can afford to provide further educational training and/or seminars to Franchisee at a location to be determined by Franchisor which is not more than 100 miles from Franchisee's principal location, Franchisee shall also be entitled to an Owner's Discount of 10% from the Net Franchise Fees paid during the preceding calendar year.

The term "Net Franchise Fees" shall mean the total Continuing Franchise Fees paid during the preceding calendar year less any Owner's Bonus paid to Franchisee for such calendar year. The Owner's Discount, if any, shall be paid by Franchisor prior to March 31 of each calendar year during the term of this Agreement.

4.05 Referral Fees In the event a customer is referred to Franchisee by Tucker Referrals, Inc. or the Relocation Division of F. C. Tucker Company, Inc. (both of which are affiliates of Franchisor), Franchisee shall pay referral fees to the respective affiliate based upon the affiliate's fee schedule then in effect. Said fees shall be paid by Franchisee within two business days after the closing of the involved transaction.

ARTICLE V

RESERVED

ARTICLE VI

TERM AND RENEWAL

6.01 Initial Term. Unless otherwise provided in any Addendum to this Agreement, the "Initial Term" of this Agreement shall be five (5) years from the Effective Date hereof unless sooner terminated pursuant to the provisions of this Agreement.

6.02 Renewal Terms.

(a) Subject to the terms and conditions contained in this paragraph 6.02, Franchisee shall have the right to renew this Agreement for consecutive five-year "Renewal Terms" upon the following terms and conditions:

(i) Not less than one hundred eighty (180) days prior to the expiration of the Initial Term hereof, or any subsequent Renewal Term, Franchisor shall notify Franchisee of the expiration date of the then current term of this Agreement and shall transmit to Franchisee a copy of the then current Franchise Agreement used by Franchisor; provided, however, that Franchisor's failure to do so shall not constitute an event of default hereunder.

(ii) Within thirty (30) days after receipt by Franchisee of said notice and Franchise Agreement, Franchisee shall execute two (2) counterparts of said Franchise Agreement and return them to Franchisor. If Franchisee shall fail or refuse to do so within said 30-day period, all of Franchisee's rights and options to extend or renew this Agreement shall expire.

(b) Franchisee's right to renew this Agreement shall be subject to and conditioned upon the following conditions precedent:

(i) Franchisee must be able to demonstrate to Franchisor's satisfaction that (a) Franchisee's Gross Revenues have consistently improved during the then-current term of this Agreement, and (b) Franchisee's reputation in its Territory is excellent at the time of renewal. Franchisor reserves the right to waive the foregoing condition precedent.

(ii) In the event Franchisor determines in good faith to cease granting franchises in the State of Indiana, Franchisor shall so notify Franchisee at least one hundred eighty (180) days prior to the expiration of the Initial Term, or any Renewal Term hereof, and upon such notification, Franchisee's right or rights to renew this Agreement shall be terminated. As used herein, the phrase "cease granting franchises in the State of Indiana" shall mean that Franchisor shall not open any additional Real Estate Brokerage Businesses (as defined in paragraph 1.02(c) hereof) in Franchisee's Territory for a period of at least two (2) years after the expiration of the then current term of this Agreement.

(iii) At the time of the execution of any new Franchise Agreement by Franchisee in connection with the franchise renewal process, and at the time of the commencement of any Renewal Term, Franchisee shall not be in default and shall have fully performed all of its obligations under its then current Franchise Agreement and any and all other applicable written agreements then in force and effect between Franchisor and Franchisee.

(iv) In the event the Franchisor determines not to renew the Franchise Agreement by reason of a default by Franchisee under this or any other Agreement, then Franchisor must give Franchisee notice of its intention not to renew (A) within thirty (30) days after the Franchisee gives its notice of intention to renew, or (B) not less than ninety (90) days prior to the termination date of the Agreement, whichever occurs first.

(c) Prior to the execution of any renewal-term Franchise Agreement, Franchisee shall bring each office operated by the Franchised Business into compliance with the standards of the then current Policy Manual.

6.03 Notice of Expiration Required by Law. If applicable law requires that Franchisor give greater notice to Franchisee than herein provided prior to the expiration of the Initial Term or any Renewal Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given Franchisee the notice required by such applicable law.

ARTICLE VII

TRADEMARKS

7.01 License. Franchisor hereby grants to Franchisee the right during the term hereof to use and display the Trademarks (without modification or alteration) strictly in accordance with the provisions contained herein and in the Policy Manual, solely in connection with the operation of the Franchised Business. Franchisee agrees to supervise all of its employees and agents in order to insure the proper use of the Trademarks in compliance with this Agreement. Franchisee shall not use or display the Trademarks in connection with the operation of any other business or performance of any other service or real estate activity, including those activities and/or services not included within the Franchised Business as described in paragraph 1.02(c) hereof. Nothing herein shall give Franchisee any right, title or interest in or to any of the Trademarks, except a mere privilege and license during the term hereof to display and use the same according to the limitations provided in this Agreement and the Policy Manual.

7.02 Quality Control of the Trademarks

(a) Franchisee shall only use the Trademarks in conjunction with the services provided by Franchisee through and under the Franchised Business ("Services"), which Services shall be rendered and performed in accordance with the standards of quality, procedure, method, design, use, advertising, and promotion that shall be communicated to Franchisee from time to time by Franchisor, including but not limited to the Policy

Manual, with regard to the Services with which the Trademarks are used (“Franchisor’s Quality Standards”).

(b) Franchisor shall have the right at any time to conduct during regular business hours an examination of the Services to determine compliance with Franchisor’s Quality Standards.

(c) If at any time a Service or the Services shall, in the sole opinion of Franchisor, fail to conform to or with Franchisor’s Quality Standards, then Franchisor or its authorized representative shall so notify Franchisee. Upon such notification, Franchisee shall promptly cease use of the Trademarks, or any one of them, on such Service or Services until the standards of quality contained in Franchisor’s Quality Standards have been met to the satisfaction of Franchisor.

(d) Franchisee further agrees not to take any action that could be detrimental to the goodwill associated with the Trademarks or with Franchisor.

(e) In the performance of this Franchise Agreement, Franchisee shall comply with all applicable laws and regulations, and particularly with those laws and regulations pertaining to the proper use and designation of U.S. trademarks and service marks. Franchisee shall cooperate with Franchisor to enable Franchisor to effect application, registration, maintenance, and renewal of the Trademarks.

7.03 Acts in Derogation of the Trademarks.

(a) Franchisee agrees that between Franchisor and Franchisee the Trademarks are the exclusive property of Franchisor; and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee’s franchised or licensed use thereof, or otherwise. It is expressly understood and agreed that ownership of and title to Franchisor’s manuals, bulletins, written materials, methods of operation and goodwill are and shall remain vested solely in Franchisor, and the use thereof is only co-extensive with the term of this Agreement. Franchisee acknowledges that the material and information now and hereafter provided and/or revealed to Franchisee pursuant to this Agreement (including without limitation the contents of the Policy Manual) are confidential trade secrets of Franchisor and are revealed in confidence, and Franchisee expressly agrees to keep and respect the confidences so reposed. Franchisor expressly reserves all rights with respect to the Trademarks, confidential trade secrets, methods of operation and other proprietary information, except Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of Franchisor in connection with the Trademarks, either during the term of this Agreement or thereafter, and that it will use the same only for the uses and in the manner franchised and licensed hereunder and as herein

provided. Franchisee agrees that all goodwill created from the licensed use of the Trademarks shall inure to the benefit of Franchisor.

(b) In connection with the operation of the Franchised Business, Franchisee agrees that at all times and in all advertising, promotions, signs and other display materials, on its letterheads, business forms, and at the Location(s) and any other authorized business sites, in all of its business dealings relating thereto and to the general public, it will identify itself by the use of the Trademarks and the authorized business name, F. C. Tucker (the "Business Name") which Franchisee will use as of the date hereof to conduct its Real Estate Brokerage Business together with the words "An independently owned and operated member of Tucker Associates, LLC," or such other similar designation as shall hereafter be prescribed by Franchisor, in such form, size and style as shall be prescribed in the Policy Manual; provided, however, in accordance with Section 7.08, Franchisee shall not be permitted to use the Trademarks or the Business Name as a part of its formal corporate or other entity name. Franchisee shall file and keep current, if applicable, an "Assumed Name Certificate" (or similar document) with respect to Franchisee's trade name in the county in which Franchisee is conducting business and at such other places as may be required by law. Prior to commencing business under the Trademarks, Franchisee shall supply evidence satisfactory to Franchisor that Franchisee has complied with relevant laws regarding the use of fictitious or assumed names and, if applicable, the rules and regulations of the National Association of Realtors respecting use of any of its registered marks. The total appearance of Franchisee's trade name and other identifying words must be approved, in advance, by Franchisor. Franchisee further agrees that it will not identify itself as being (i) Franchisor, (ii) a subsidiary, parent, division, partner, joint venturer, agent or employee of Franchisor or (iii) any of Franchisor's other franchisees. If Franchisee is a corporation, Franchisee shall not use either (a) the Trademarks, or any of them, or any words confusingly similar thereto, or (b) any of the registered marks of the National Association of Realtors, in the actual corporate name of the Franchisee.

7.04 Use and Modification of Trademarks. Franchisor may add to, substitute or modify any or all of the Trademarks from time to time by a directive in or a supplement to, the Policy Manual. Franchisee shall accept, use, display, or cease using, as may be applicable, the Trademarks, including but not limited to, any such modified or additional trade names, trademarks, service marks, logo types and commercial symbols, and shall within thirty (30) days of receiving such notification commence to implement such changes and use its best efforts to complete such changes as soon as practicable. On expiration or sooner termination of this Agreement, Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf any and all documents necessary, in Franchisor's judgment, to end and cause a discontinuance of the use by Franchisee of Franchisor's Trademarks, and Franchisor is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact to do so.

7.05 Use of Other Trademarks. Franchisee shall not use or display or permit the use of display of the trademarks, trade names, service marks, insignias or logo type of any person, firm, entity or corporation in connection with the Franchised Business, without the prior written consent of Franchisor, or as expressly permitted herein or in the Policy Manual.

7.06 Prohibition Against Disputing Franchisor's Rights. Franchisee agrees that it will not, during or after the initial or any renewal term of this Agreement, in any way, dispute or impugn the validity of the Trademarks, trade names, service marks, logo types or other commercial symbols licensed hereunder, or the right of Franchisor thereto, or the right of Franchisor or other franchisees of Franchisor to use the same during the Term of this Agreement or thereafter.

7.07 Duty to Assign.

(a) Franchisee agrees not to register in any country any trademark, trade name, service mark, logo, or other commercial symbol similar to the Trademarks or any one of them. If Franchisor files any such applications to register and/or obtains any such registrations, then it shall assign those applications to register and registrations to Franchisor.

(b) If any application for registration is, or has been, filed in any country or political entity by Franchisee that relates to any mark which, in the sole opinion of Franchisor, is similar, deceptive, or misleading with respect to the source of goods and/or services provided under any of the Trademarks, then Franchisee shall reimburse Franchisor for all the costs and expenses of any opposition, assignment, or related legal proceedings, including attorneys' fees, brought by Franchisor or its authorized representative to challenge, oppose, cancel, or seek assignment of and recording of such assignment of such application or registration.

7.08 Trademark Infringement Claims and Defense of Trademark. In the event that Franchisee receives notice or learns of any claim, suit or demand against it on account of any alleged infringement, unfair competition or similar matter relating to its use of the Trademarks in accordance with the terms of this Agreement, Franchisee shall promptly notify Franchisor of any such claim, suit or demand. Franchisee shall have no power, right or authority to settle or compromise any such claim by a third party without the prior written consent of Franchisor. Franchisor shall defend, compromise or settle, at its discretion, any such claim at Franchisor's cost and expense, using attorneys of its own choosing, and Franchisee agrees to cooperate fully in such matter. Nothing herein, however, shall be deemed to require Franchisor to enforce the Trademarks, or any one of them, against others.

7.09. Internet Domain Names. Franchisee shall not be permitted to have a domain name, url and/or website on the Internet that contains the Trademarks, the name "Tucker," the Tucker "T" or a confusingly similar name or mark without the prior written consent of Franchisor. If consent is given, Franchisor will (1) register the domain name and url, (2) own the name and url, and (3) license the name and url exclusively to Franchisee during the term of the Franchise Agreement, provided that Franchisee is not in default under the Franchise Agreement. Upon expiration or sooner termination of the Franchise Agreement, Franchisee shall immediately delete from its website any reference to the Trademarks, the name "Tucker," the Tucker "T" or any confusingly similar name or mark, any statement that Franchisee is affiliated in any way with Franchisor, and/or any information concerning Franchisor or its affiliates. Should Franchisee currently have a website that utilizes the Trademarks, the name "Tucker," the Tucker "T" and/or any confusingly similar name and/or mark, then Franchisee agrees to execute the form of Conditional Assignment provided by Franchisor.

7.10. Franchisee Entity Name. Franchisee shall not be permitted to use the Business Name or Trademarks as a part of its formal entity name. However, as provided above in Section 7.02 (b), Franchisee may use the Business Name as a part of its assumed business name which is subject to Franchisor's approval and which shall be set forth in the Assumed Name Certificate described above.

ARTICLE VIII

INSTRUCTION AND OPERATING ASSISTANCE

8.01 Initial Training. Franchisor shall provide, at its expense, voluntary training to Franchisee and its sales associates in Franchisor's voluntary method of operating the Franchised Business ("Sales Training"). Said Sales Training shall usually occur within sixty (60) days after the execution of this Agreement. Franchisee (and such persons) are not obligated to attend Sales Training. The Sales Training shall be conducted at 9279 North Meridian Street, Indianapolis, Indiana (or such other location in Indianapolis, Indiana determined by Franchisor). Franchisor will provide Sales Training to Franchisee and such persons employed or associated with Franchisee on the date that the Franchise Agreement is executed at no charge; however, (a) Franchisee must bear all expenses for travel, lodging and meals in connection therewith, and (b) Franchisee shall pay \$250.00 for any sales associate or employee who associates with Franchisee after the execution of this Agreement.

8.02 Continuing Assistance. Franchisor may provide, at its expense, such periodic assistance as it deems appropriate from time to time. In addition, Franchisor will be available on an ongoing basis at its offices for consultation and guidance with respect to the operation and management of the Franchised Business and will make available, at Franchisor's expense, to Franchisee from time to time optional staff training

courses, seminars or conferences at the locations described in paragraph 8.01. Franchisee is responsible for all costs of travel, lodging and meals in connection therewith. In addition to the Policy Manual, Franchisor may from time to time make available to Franchisee sales and informational material, advice and techniques as it may develop from time to time, which are acknowledged by the portion to be confidential trade secrets covered by the provisions of paragraph 7.02 hereof.

ARTICLE IX

OPERATION OF BUSINESS

9.01 Commencement/Operation of Franchised Business. Franchisee shall cause the Opening of any Location to occur immediately after the Effective Date. It is acknowledged and agreed that Franchisee is not obligated to utilize the System in the operation of the Franchised Business. In addition, Franchisee acknowledges that Franchisee has been advised to consult with independent legal counsel as to the voluntary methods of operating the Franchised Business as well as the utilization of any contractual or other documents provided by Franchisor to Franchisee.

9.02 Manager. Franchisee shall employ, on a full-time basis at the time of Opening and thereafter, at least one Manager per Location who has completed the Initial Training, or who has been satisfactorily trained in the reasonable judgment of Franchisor in Franchisor's methods of operation by Franchisee. Each Manager shall devote his or her entire time during normal business hours, as defined in the Policy Manual, to the management, operation and development of the Franchised Business and shall not engage in any other business or investment requiring his or her active participation during normal business hours; provided, however, that such Manager shall be permitted to act as a full-time real estate salesperson while serving as a Manager.

9.03 Policy and Procedures Manual.

(a) A copy of the Policy and Procedures Manual ("Policy Manual") shall be provided upon execution of this Agreement. Franchisor shall have the right to modify the Policy Manual at any time and from time to time by the addition, deletion or other modification of the provisions thereof to the extent necessary or desirable in the sole judgment of Franchisor to, by way of illustration and not limitation, protect the Trademarks and goodwill related thereto, modify said Trademarks, and/or comply with any applicable statute or judicial or administrative decision. All such additions, deletions or modifications shall be effective five (5) working days after Franchisor has deposited notification to Franchisee of same in the United States mail.

(b) All additions, deletions or modifications to the Policy Manual shall be equally applicable to all similarly situated franchisees. The Policy Manual, as modified or

amended from time to time, shall not alter Franchisee's fundamental status and rights under this Agreement. As modified from time to time, the Policy Manual shall be deemed to be an integral part of this Agreement and references to the Policy Manual made in this Agreement, or in any amendments, exhibits or schedules hereto, shall be deemed to mean the Policy Manual as amended from time to time.

(c) Franchisor shall furnish to Franchisee at no additional charge one copy of the Policy Manual per Location. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately return all Policy Manuals to Franchisor. At no time may Franchisee make, or cause to be made, any copies or reproductions of all or any portion of the Policy Manuals and shall not disclose the terms thereof to any other person except as is required in the operation of the Franchised Business.

9.04 Signs and Display Materials. All signs and materials shall be in full compliance with the specifications provided for in this Agreement and the Policy Manual. Such signs and materials must conform to Franchisor's procedures and must be approved in writing in advance as to art work, lettering, color scheme, size, construction and overall appearance by Franchisor.

9.05 Telephone Numbers. At its sole expense, Franchisee shall obtain "white pages" and "yellow pages" listings in the form prescribed by the Policy Manual in telephone directories covering the Territory or such other areas as Franchisor may otherwise direct, its Business Name as promptly as possible after the execution of this Agreement, and shall list telephone numbers for each Location. If Franchisee is engaged in businesses other than the Franchised Business, Franchisee shall maintain separate and distinct telephone numbers and "yellow pages" advertising therefor. In the event Franchisor has provided a specific telephone number to Franchisee or Franchisee's telephone number involves the use of the letters "TUCKER" in any way, at the time of termination of this Agreement, for any reason, Franchisee shall change any listed numbers, shall not provide a call forwarding or number referral with respect to any such disconnected number and shall not indicate in any manner it was previously affiliated with Franchisor.

9.06 Insurance. Franchisee shall purchase and maintain in full force and effect during the term hereof, effective as of the Opening, insurance in such types and amounts as are specified in the Policy Manual and with carriers that are acceptable to Franchisor. All policies of insurance to be maintained by Franchisee shall contain a separate endorsement naming Franchisor and F. C. Tucker Company, LLC as an additional named insureds. Such policies of insurance shall not be subject to cancellation or modification except on ten (10) days' prior written notice to the Franchisor and F. C. Tucker Company, LLC Franchisee shall cause certificates of insurance showing compliance with the above requirements to be delivered to the

Franchisor annually and upon renewal, and at such other times as Franchisor may reasonably request.

9.07 Records and Right of Inspection.

(a) Franchisee covenants and agrees that it shall keep and maintain during the term hereof full, complete and true records of all revenues and all expenditures of each Location, whether related to the Franchised Business or otherwise, in the form and manner as specified by Franchisor in its Policy Manual and shall permit Franchisor or its representatives or agents to examine or audit the books of accounts, bank statements, documents, records, papers, and federal, state and local tax return records relating thereto during normal business hours. If Franchisor should cause an audit to be made and the Gross Revenues or business transacted as shown by Franchisee's records should be found to be understated by any amount, Franchisee shall immediately pay to Franchisor the additional amount payable as shown by such audit, plus interest thereon at the rate of twelve percent (12%) per annum, and if they are found to be understated by two percent (2%) or more, or if Franchisee's financial records require a substantial effort on behalf of Franchisor's auditors to be placed in a condition readily conducive to audit, Franchisee shall immediately pay to Franchisor the cost of such audit; otherwise, the cost of the audit shall be borne by Franchisor. If Franchisee should at any time cause an audit of Franchisee's business to be made by a public accountant, Franchisee shall furnish the Franchisor with a copy of said audit, without any cost or expense to the Franchisor.

(b) In addition to the statements or reports required pursuant to paragraph 4.03 hereof, within ninety (90) days after the end of each of Franchisee's fiscal years, Franchisee shall furnish Franchisor with a Profit and Loss Statement and Balance Sheet of the Franchised Business for the previous fiscal year. All such financial statements shall be prepared in accordance with the form and manner prescribed by Franchisor in the Policy Manual, and shall be certified by Franchisee, or in the case of a corporate Franchisee, by Franchisee's Chief Executive Officer or Chief Financial Officer, as being true and correct.

(c) Franchisor shall have the right, at any time to use any financial report or statement, or any information derived therefrom, relating to Franchisee's Franchised Business or any or all of franchisee's Locations, as part of Franchisor's Franchise Disclosure Document or similar disclosure document.

9.08 Compliance with Laws. Franchisee shall operate the Franchised Business in compliance with all applicable laws, rules and regulations of all governmental authorities, shall comply with all applicable wage, hour and other laws and regulations of the federal, state or local governments, shall prepare and file all necessary tax returns, shall pay promptly all taxes imposed upon Franchisee or upon its business or

property, and shall at all times comply with the Code of Ethics of the National Association of Realtors. Franchisee represents and warrants that it shall obtain and at all times maintain all necessary permits, certificates and/or licenses necessary to conduct the Franchised Business in the State of Indiana.

9.09 Unaffiliated Real Estate Brokerage Businesses. Franchisee shall not during the term hereof, operate, manage, own, assist, be affiliated with, or hold an interest in, direct or indirect (as an employee, officer, directors, shareholder, partner, joint venturer or otherwise), any Real Estate Brokerage Business other than the Franchised Business, without the prior written consent of Franchisor. It is the intention of the parties that the Franchisee maximize the Gross Revenues of the Franchised Business for the mutual benefit of the Franchisor and Franchisee, and any action of the Franchisee which diverts business to another entity or diminishes the Gross Revenues of the Franchised Business shall be a material breach of this Agreement. If Franchisee is a partnership, the foregoing shall apply to each partner of Franchisee. If the Franchisee is a corporation, the foregoing shall apply to each officer of Franchisee and to each shareholder owning ten percent (10%) or more of any class of Franchisee's stock, or any interest, right or option convertible into ten percent (10%) or more of Franchisee's stock. Shares held by a shareholder's spouse, natural or adopted children or blood relatives of either shall be deemed held by said shareholder.

9.10 Reporting of Licensees. Franchisee shall advise Franchisor, on a quarterly basis, of the name and license number of each licensee who is affiliated with Franchisee, as well as the name and license number of any licensee who has transferred his or her license to a new principal broker or the State of Indiana, or has transferred the license into referral status.

ARTICLE X

ASSIGNMENT AND FRANCHISOR'S RIGHT OF FIRST REFUSAL

10.01 Assignment by Franchisor. Franchisor shall have the right to sell or otherwise transfer ("assign") this Agreement, and all of its rights and privileges hereunder to any other person, firm or corporation (the "assignee"); provided that, in respect to any sale or transfer ("assignment") resulting in the subsequent performance by the assignee of the functions of the Franchisor: (a) the assignee shall at the time of assignment be financially responsible and economically capable of performing the obligations of Franchisor hereunder; and (b) the assignee shall expressly assume and agree to perform such obligations. In the event of such assignment Franchisor shall be relieved of all obligations or liabilities then existing or thereafter ascertainable under this Agreement.

10.02 Assignment by Franchisee. This Agreement is being entered into in reliance upon and in consideration of the singular personal skills and qualifications of Franchisee (and its principals) and the trust and confidence reposed in Franchisee by Franchisor, or, in the case of a corporate franchisee, the principal officers thereof who will actively and substantially participate in the ownership and operation of the Franchised Business or, in the case of a partnership franchisee, the partners thereof who will actively and substantially participate in the ownership and operation of the Franchised Business. Therefore, neither Franchisee's interest in this Agreement and the Franchise granted hereunder nor any of its other rights or privileges hereunder may be assigned, transferred, shared or divided, voluntarily or involuntarily, in whole or in part by operation of law or otherwise, in any manner, without the prior written consent of Franchisor and subject to Franchisor's right of first refusal provided for in paragraph 10.03 hereof. Notwithstanding the foregoing, in the event of the death or legal incapacity of the Franchisee or of a stockholder of a corporate franchisee, or of a partner of a franchisee which is a partnership, the transfer of the Franchisee's or the stockholder's or the deceased partner's interest in this Agreement to his or her heirs, personal representatives or conservators, as applicable, shall not give rise to the Franchisor's right of first refusal as set forth in paragraph 10.03 hereof, although such right shall apply as to any proposed transfer or assignment by such heirs, personal representatives or conservators. Should Franchisor not elect to exercise its right of first refusal, or should such right of first refusal be inapplicable, as herein provided, Franchisor's consent to such assignment shall not be unreasonably withheld; provided, however, that it shall not be unreasonable for Franchisor to impose, among other things, the following conditions precedent to its consent to any such assignment:

(a) that the assignee (or the principal officers, shareholders or directors of the assignee in the case of a corporate assignee or the partners of the assignee in the case of a partnership assignee) demonstrate that it has the skills, qualifications and economic resources necessary, in Franchisor's sole judgment, to conduct the Franchised Business;

(b) that the assignee and each shareholder of a corporate assignee expressly assume in writing for the benefit of Franchisor all of the obligations of Franchisee under this Agreement;

(c) that as of the date of any such assignment, the assignor shall have fully complied with all of its obligations to Franchisor, whether under this Agreement or any other agreement, arrangement or understanding with Franchisor;

(d) that the assignee execute Franchisor's then current form of Franchise Agreement agreeing to be bound by each and every term and provision thereof (except that the assignee shall not be obligated to pay the Initial Franchise Fee);

(e) that the assignee agree that Franchisor's Initial Training described in paragraph 8.01 hereof will be completed by necessary personnel within thirty (30) days after the execution of the above-described Franchise Agreement; provided, however,

that assignee shall agree to pay for all of its expenses incurred in connection therewith, including transportation, hotel room and board; and

(f) that Franchisee pay to Franchisor a non-refundable assignment processing fee of \$1,000 (except as otherwise provided hereinbelow) which sum Franchisee acknowledges is reasonably required to reimburse Franchisor for its administrative review and other expenses relating to said assignment.

In the event of the assignment of this Agreement or the business contemplated hereby, if legally permissible, Franchisee shall also assign all of its rights under any lease for the Location(s) to the same assignee. If Franchisee is a corporation, the cumulative transfer of twenty-five percent (25%) or more of its capital stock or voting power shall be deemed to be an assignment of this Agreement for purposes of this Article; provided, however, that (a) cumulative transfer of twenty-five percent (25%) or more of (i) the capital stock or voting power of a corporate Franchisee from existing shareholders to other existing shareholders or the corporation, or (ii) partnership interest in a partnership franchisee from existing partners to other existing partners, and not involving a transfer to a non-shareholder or non-partner, as the case may be, or (b) a transfer of the Franchise from a sole proprietor or partnership franchisee to a corporation, all of the shares of which are owned by the sole proprietor or partners, shall require the payment of a transfer fee of \$250.00 in lieu of the transfer fee described in subparagraph 10.02(f) above. Notwithstanding the foregoing, Franchisee shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever, nor assign, sell, subfranchise or otherwise transfer, or attempt to assign, sell, subfranchise or transfer any Location so long as it is operated as a Franchised Location, or to assign, sell or transfer or subfranchise a portion but not all of Franchisee's rights hereunder without the express prior written permission of Franchisor, which permission may be withheld for any reason whatsoever in the Franchisor's sole subjective judgment.

10.03. Right of First Refusal. The right of Franchisee to assign, transfer or sell its interest in the Franchise granted by this Agreement, as provided in paragraph 10.02 hereof, except for a transfer to the Franchisee's heirs, personal representatives of conservators in the case of his death or legal incapacity, shall be subject to Franchisor's right of first refusal with respect thereto. Franchisor's said right of first refusal may be exercised in the following manner:

(a) Franchisee shall serve upon Franchisor a written notice setting forth all of the terms and conditions of any bona-fide offer relating to a proposed assignment, sale or transfer and all available information concerning the proposed assignee.

(b) Within thirty (30) days after Franchisor's receipt of such notice (or if it shall request additional information, within thirty (30) days after receipt of such additional information), Franchisor may either consent or withhold its consent to such assignment, in accordance with paragraph 10.02 hereof or, at its option, may elect to purchase the Franchised Business upon the terms and conditions specified in the notice.

(c) If Franchisor shall elect not to exercise its said right of first refusal and shall consent to such assignment, Franchisee shall for a period of ninety (90) days, and subject to the provisions of paragraph 10.02 hereof, be free to assign this Agreement to such proposed assignee upon the terms and conditions specified in said notice. If, however, said terms shall be materially changed, or if said 90-day period shall have expired, Franchisor shall again have such right of first refusal with respect thereto and Franchisee shall again be required to comply with subparagraph 10.03(a) above.

ARTICLE XI

DEFAULT AND TERMINATION

11.01 General. This Agreement may be terminated unilaterally by Franchisor only for cause. "Cause" shall mean a material breach of this Agreement as determined by Franchisor. Franchisor shall exercise its right to terminate this Agreement upon the circumstances and in the manner described in this Article XI.

11.02 Termination Without Notice. Franchisor shall have the right to terminate this Agreement without prior notice to Franchisee upon the occurrence of any or all of the following events, each of which shall be deemed an incurable material breach of this Agreement:

(a) If Franchisee shall abandon the Franchised Business;

(b) If Franchisee or a partner thereof becomes insolvent (as revealed by its records or otherwise); or if Franchisee files a voluntary petition and is adjudicated a bankrupt, or if an involuntary petition is filed against Franchisee and such petition is not dismissed within thirty (30) days; or if Franchisee shall make an assignment for the benefit of creditors; or if a receiver or trustee in bankruptcy or similar officer, temporary or permanent, be appointed to take charge of Franchisee's affairs or any of its property; or if dissolution be commenced by or against Franchisee, if a corporation or partnership; or if any judgment against Franchisee remains unsatisfied or unbonded of record for fifteen (15) days;

(c) If an audit or investigation conducted by Franchisor pursuant to paragraph 9.07 hereof discloses that Franchisee has knowingly withheld the reporting of any Gross Revenues;

(d) If Franchisee shall attempt to assign this Agreement or otherwise sell, assign, transfer or encumber the Trademarks or the Franchised Business without the written consent of Franchisor as hereinabove provided;

(e) If Franchisee allows or causes its real estate brokerage license to expire or be revoked, or otherwise fails to conduct the Franchised Business in full compliance with any applicable law or regulation, including but not limited to those governing the operation and licensing of real estate brokerage businesses;

(f) If Franchisor reasonably determines that its name, reputation or business, or the Business Name or Trademarks, are being materially damaged by the actions or omissions of Franchisee;

(g) If Franchisee shall default in any material obligation as to which Franchisee has previously received a notice of default from Franchisor within the preceding twelve (12) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure.

11.03 Termination With Notice.

(a) With respect to any default by Franchisee of its obligation to pay any sums due Franchisor under this Agreement, which failure shall be deemed a material breach hereof, Franchisor may terminate this Agreement upon not less than fourteen (14) days' prior written notice of such default. If Franchisee shall cure said default prior to the end of such period, Franchisor's said right to terminate shall cease with respect to the breach which has been so cured.

(b) Except as otherwise expressly provided herein, Franchisor may terminate this Agreement only upon thirty (30) days' prior written notice to Franchisee setting forth the material breach which Franchisee has committed. Upon receipt of such notice, Franchisee shall immediately commence diligently to cure said breach, and if Franchisee shall cure said breach during such period, Franchisor's right to terminate this Agreement shall cease; provided, however, that if, because of the nature of said breach, Franchisee shall be unable to cure the same within said thirty (30) day period, Franchisee shall be given such additional time as shall be reasonably necessary within which to cure said breach, upon condition that Franchisee shall, upon receipt of such notice from Franchisor, immediately commence to cure such breach and continue to use its best efforts to do so.

(c) Notwithstanding the foregoing provisions of this Section 11.03, Franchisor shall have the right (but not the obligation) to terminate this Agreement pursuant to thirty (30) days prior written notice to Franchisee, in the event that:

(i) Franchisee's Gross Revenues decrease during any period exceeding six (6) consecutive months of any calendar year of the initial or any renewal term, more than 33% of the Gross Revenues for the same period of the immediately preceding calendar year; or

(ii) More than 50% of Franchisee's sales associates or brokers disassociate with Franchisee, and Franchisee is unable to replace the same within the thirty (30) day notice period described above.

The provisions of Section 11.03(b) shall not apply to the circumstances set forth in this Section 11.03(c).

11.04 Description of Default. The description of any default in any notice served by Franchisor hereunder upon Franchisee shall in no way preclude Franchisor from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination thereof.

11.05 Statutory Limitations. Notwithstanding anything to the contrary in this Article, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement or the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods required by such laws and regulations.

11.06 Termination by Franchisee. Franchisee has the right to terminate this Agreement if Franchisor commits a material breach of this Agreement and fails to cure (or take diligent steps to attempt to cure) the default within thirty (30) days after written notice specifying the default is received by Franchisor.

11.07 Franchisor's Remedies. In the event of an uncured default by Franchisee Franchisor shall be entitled to exercise all remedies available under Indiana law, except as otherwise provided in Article XII.

11.08. Indebtedness to Affiliates. In the event Franchisee fails to pay any invoice from any company affiliated with Franchisor for a period in excess of ninety (90) days, the same shall constitute a material default under Section 11.03(a) hereof without the necessity of any further notice or demand, and Franchisor shall be entitled to exercise all of its remedies under this Article XI and Indiana law.

11.09 Termination Agreement. In the event Franchisee continues to use the Trademarks, Business Name, or System after the expiration of the Initial Term or any Renewal Term of this Agreement or the termination of this Agreement by either party, Franchisee shall continue to be liable for all Continuing Franchise Fees and to be bound by all obligations set forth in this Agreement, until such time as a termination agreement is executed by Franchisor and Franchisee.

ARTICLE XII

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or any breach thereof (including without limitation, any claim that any of this Agreement, or any part thereof, is invalid, illegal or otherwise voidable or void) shall be submitted to arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit or preclude Franchisor or Franchisee from bringing any action in any court of competent jurisdiction for injunctive relief as is deemed to be necessary or appropriate to compel Franchisee or Franchisor to comply with its obligations hereunder, to protect the Trademarks or to protect other property rights of Franchisor or Franchisee. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

ARTICLE XIII

FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES UPON TERMINATION OR EXPIRATION

13.01 Franchisee's Obligations.

(a) In the event of termination of this Agreement, whether by reason of Franchisee's breach, default, lapse of time or other cause, in addition to any other obligations provided for in this Agreement, Franchisee shall forthwith discontinue the use of the Trademarks and all materials containing or bearing same and shall not thereafter operate or do business under the Business Name or any other name or in any manner that might tend to give the general public the impression that Franchisee is in any way associated or affiliated with Franchisor, or any of the businesses conducted by it. In addition, Franchisee shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of Franchisor's trade secrets, procedures, techniques,

or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including, without limitation, (a) any training or other materials, manuals, bulletins, instruction sheets, or supplements thereto, or (b) any equipment, videotapes, videodiscs, forms, advertising matter, marks, devices, insignia, slogans or designs used from time to time in connection with the Franchised Business. At such time as requested by Franchisor, Franchisee shall make its books and records available to Franchisor's representatives who shall conduct a termination audit.

13.02 Rights of Franchisor. The expiration or termination of this Agreement shall be without prejudice to the rights of Franchisor against Franchisee and such expiration or termination shall not relieve Franchisee of any of its obligations to Franchisor existing at the time of expiration or termination, or terminate those obligations of Franchisee which, by their nature, survive the expiration or termination of this Agreement. Franchisee is obligated to return, at no expense to the Franchisor, any and all copies of the Policy Manual or any other communications media and material provided for Franchisee's use without additional charge in connection with the operation of the Franchised Business. It is expressly understood and agreed that the promises and agreements of Franchisee contained in this Agreement are also for the benefit of Franchisor's successors and assigns, affiliates and designees, and any of them may, in their own names, exercise all rights and remedies necessary or desirable to protect or enforce their respective interests, including without limitation, obtaining injunctive relief to enforce the obligations of Franchisee set forth in this Agreement.

13.03 Franchisor's Right to Cure Defaults by Franchisee. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, Franchisor may, at its election, immediately or at any time thereafter, without waiving any claim for breach hereunder and without notice to Franchisee, cure such default for the account and on behalf of Franchisee, and all costs or expenses including attorneys' fees incurred by Franchisor on account thereof shall be due and payable by Franchisee to Franchisor on demand.

13.04 Waiver and Delay. No waiver by Franchisor of any breach or series of breaches or defaults in and no failure, refusal or neglect of Franchisor either to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement or the Policy Manual, shall constitute a waiver of the provisions of this Agreement or the Policy Manual with respect to any subsequent breach thereof, or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

13.05 Attorneys' Fees and Expenses. Should any party hereto commence any action or proceeding for the purpose of enforcing or preventing the breach of any provision hereof, whether by arbitration, judicial or quasi-judicial action or otherwise or

any appeal therefrom or for damages for any alleged breach of any provision hereof or for a declaration of such party's rights or obligations hereunder, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

ARTICLE XIV

GENERAL CONDITIONS AND PROVISIONS

14.01 Relationship of Franchisee to Franchisor. It is expressly agreed that the parties intend by this Agreement to establish the relationship of Franchisor and Franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Neither Franchisor nor Franchisee is the employer, employee, agent, partner, fiduciary or co-venturer of or with the other, each being independent. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not for any purpose be deemed employees of Franchisor nor subject to Franchisor's control. Franchisee agrees to respond to customer indications of dissatisfaction with services rendered by Franchisee in a diligent and professional manner and agrees to cooperate with representatives of Franchisor in any investigation undertaken by Franchisor of complaints respecting Franchisee's activities. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

14.02 Indemnity. Except as is otherwise expressly provided in paragraph 7.06 hereof and except for the sole negligence of Franchisor, Franchisee hereby agrees to protect, defend and indemnify Franchisor, its officers, directors, shareholders, employees, subsidiaries, direct or indirect successors, assigns, affiliates (including, without limitation, F. C. Tucker Company, LLC) and designees and hold each and all of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or entity or to any property arising out of or in connection with the Franchised Business, or any other business or activity of Franchisee or its owners, lessees, agents, representatives, invitees and/or affiliated or related persons or companies. The term "owners" shall include those persons described in the last sentence of paragraph 9.9 hereof. Nothing in this Section 14.02 shall be deemed to constitute (i) a release, waiver

or estoppel under I.C. 23-2-2.7-1(5) or (ii) a limitation concerning litigation under I.C. 23-2-2.7-1(10).

14.03 Survival of Covenants. The covenants contained in this Agreement which by their terms require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

14.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Franchisor and shall be binding upon and inure to the benefit of the Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on assignment contained herein.

14.05 Joint and Several Liability. If the Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to the Franchisor are joint and several.

14.06 Counterparts. This Agreement may be executed in any number of copies, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

14.07 Notices. All notices which the parties hereto may be required or may desire to give under or in connection with this Agreement shall be in writing and shall be sent certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Franchisor: Tucker Associates, LLC
9279 North Meridian Street
Indianapolis, Indiana 46260

If to Franchisee: To the attention of the responsible agent and/or broker at the address indicated in Paragraph 17.02(c) hereof unless another receiving person and/or address is desired by the Franchisee, in which event the different receiving person and/or address will be attached hereto as an exhibit.

The addresses herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided. Notices shall be deemed given upon deposit in the United States mails as aforesaid.

ARTICLE XV

CONSTRUCTION OF AGREEMENT

15.01 Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Indiana.

15.02 Entire Agreement. This Agreement, the Franchise Disclosure Document to which this Agreement is attached, and the Policy Manual contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements and understandings are superseded hereby. No officer or employee or agent of the Franchisor has any authority to make any representation or promise not contained in this Agreement, or in any Franchise Disclosure Document for prospective licensees required by applicable law, or the Policy Manual except in such manner as may be described herein or in the Policy Manual. Franchisee agrees that it has executed this Agreement without reliance upon any such unauthorized representation or promise. This Agreement cannot be modified or changed except by (a) written instrument signed by all of the parties hereto or (b) by Franchisor's written revisions of the Policy Manual.

15.03 Titles for Convenience. Article and paragraph titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

15.04 Gender. All terms used in any number or gender shall extend to mean and include any other number and gender as the facts, context or sense of this Agreement or any Article or paragraph hereof may require.

15.05 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Policy Manual and any present or future statute, law, ordinance, regulation or judicial decision, contrary to which the parties have no legal right under this Agreement, the latter shall prevail, but in such event the provision of this Agreement or the Policy Manual thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement or the Policy Manual shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining parts thereof shall continue in full force and effect, unless said provision pertains to the payment of fees pursuant to Articles II and IV hereof, in which case this Agreement shall terminate.

ARTICLE XVI

SUBMISSION OF AGREEMENT

THE SUBMISSION OF THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER, AND THIS AGREEMENT SHALL BECOME BINDING AND EFFECTIVE ONLY UPON EXECUTION BY FRANCHISOR AND FRANCHISEE. IN ADDITION, THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS FRANCHISEE SHALL HAVE BEEN FURNISHED BY FRANCHISOR WITH ANY DISCLOSURE, IN WRITTEN FORM, AS MAY BE REQUIRED UNDER OR PURSUANT TO APPLICABLE LAW.

ARTICLE XVII

ACKNOWLEDGMENTS AND REPRESENTATIONS OF FRANCHISEE

17.01 Certain Acknowledgments and Representations of Franchisee.

Franchisee represents and warrants that the following statements are true and accurate:

(a) Franchisee is a duly licensed real estate broker under the laws of the State of Indiana and is in compliance with all applicable laws, rules and regulations of cognizant authorities. Additionally, if the Franchisee is a partnership or a corporation, the responsible agent and/or broker identified in paragraph 17.02(c) below is a duly licensed real estate broker under the laws of the State of Indiana and is in compliance with all applicable laws, rules and regulations of cognizant authorities.

(b) Franchisee does not seek to obtain the Franchise for speculative or investment purposes and has no present intention to sell or transfer or attempt to sell or transfer the Franchised Business and/or the Franchise in whole or in part.

(c) Franchisee understands and acknowledges the value to the System of uniform and ethical standards of quality, appearance and service described in and required by the Policy Manual and the necessity of operating the Franchised Business under the standards set forth in the Policy Manual. Franchisee represents that it has the capabilities, both financial and otherwise, to comply with the standards of Franchisor.

(d) If Franchisee is a corporation, Franchisee is duly incorporated and is qualified to do business in the state and any other applicable jurisdiction within which the Location Territory is.

(e) The execution of this Agreement by Franchisee will not constitute or violate any other agreement or commitment to which Franchisee is a party.

(f) Any individual executing this Agreement on behalf of franchisee is duly authorized to do so, and the Agreement shall constitute a valid and binding obligation of the Franchisee and, where applicable, all of its partners if Franchisee is a partnership.

(g) Franchisee or its partners or principals have carefully read this Agreement and all other related documents to be executed by it concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel or, with fully knowledge of the consequences, has waived the advice of counsel in connection with its entering into this Agreement, that it understands the nature of this Agreement, and that it intends to comply herewith and be bound thereby.

17.02 Additional Information Respecting Franchisee.

(a) Attached hereto as Exhibit "C" is complete information respecting the owners, partners, officers and directors, as the case may be, of the Franchisee.

(b) The address (written notice of any change in this information after the Effective Date must be delivered to Franchisor pursuant to paragraph 14.07 hereof) where Franchisee's financial and other records are maintained is:

Name _____
Address _____
City/State _____

(c) The name and business address (written notice of any change in this information after the Effective Date must be delivered to Franchisor pursuant to paragraph 14.7 hereof) of Franchisee's "responsible agent and/or broker" is:

Name _____
Address _____
City/State _____

(d) The Initial Term of this Franchise Agreement (as described in paragraph 6.01 hereof) expires the last day of the _____ month after the Effective Date set forth in the preamble of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the dates indicated below:

Dated _____, 2026.

FRANCHISEE: _____

By: _____
President

ACCEPTED as of the Effective Date first-above written.

FRANCHISOR:

TUCKER ASSOCIATES, LLC

By: _____
H. James Litten, President

FIRST ADDENDUM TO FRANCHISE AGREEMENT

This Addendum is attached to and made a part of that certain Franchise Agreement of even date herewith ("Agreement") by and between Tucker Associates, LLC, an Indiana limited liability company ("Franchisor") and the undersigned franchisee ("Franchisee").

WHEREAS, Franchisor has elected to implement a program for new franchisees under which Franchisor will pay certain Conversion Costs (as hereinafter defined) associated with Franchisee converting to the use of Franchisor's System and will abate by fifty percent (50%) the Continuing Franchise Fees payable during the first twelve (12) months of the Initial Term provided that (a) Franchisee agrees to an Initial Term of six (6) years (rather than a five (5) year term), and (b) the owners (and their spouses) of Franchisee agree to personally guarantee repayment of the Conversion Costs in the event the Agreement is terminated prior to the expiration of the Initial Term due to a default by Franchisee; and

WHEREAS, the parties wish to set forth their mutual obligations concerning the foregoing.

NOW, THEREFORE, in consideration of mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The terms of this Addendum shall supersede and amend any contrary provisions or inconsistencies set forth in the Agreement.
2. Section 4.02(a) of the Agreement is hereby amended to read in its entirety as follows:

"(a) Franchisee shall pay to Franchisor a "Continuing Franchise Fee" equal to six percent (6%) of all Gross Revenues, as defined in paragraph 1.02(d) hereof, derived from the Franchised Business; provided, however, that during the first twelve (12) months of the Initial Term of this Agreement, one-half (1/2) of the Continuing Franchise Fees shall be abated."

3. The following Section 4.07 is hereby added to Article IV of the Agreement:

"4.07. Conversion Costs Provided that Franchisee is not in default hereunder, Franchisor agrees to pay to Franchisee the sum of \$5,500 to be used to pay costs associated with converting to the use of Franchisor's System (collectively, the "Conversion Costs"). In the event this Agreement is terminated due to a default by Franchisee prior to the expiration of the Initial Term, the owners (and

their spouses) of Franchisee shall be obligated to repay the Conversion Costs pursuant to the Limited Guaranty attached hereto as Exhibit D.”

4. Section 6.01 of the Agreement is hereby amended to read in its entirety as follows:

6.01. Initial Term. The “Initial Term” of this Agreement shall be six (6) years from the Effective Date hereof unless sooner terminated pursuant to the provisions of this Agreement.”

5. The following Section 11.09 is hereby added to Article 11 of the Agreement:

11.09. Termination Fee. In the event this Agreement is terminated prior to the expiration of the Initial Term due to a default by Franchisee, Franchisee agrees to pay a Termination Fee equal to the Conversion Costs paid by Franchisor pursuant to Section 4.07 of this Agreement within 10 days after termination of the Franchise Agreement. During only the Initial Term of this Agreement, the owners (and their spouses) of Franchisee shall personally guarantee the payment of the Termination Fee by way of the execution and delivery of the form of Limited Guaranty attached hereto as Exhibit D.”

6. In all other respects, the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2026.

TUCKER ASSOCIATES, LLC

By: _____
H. James Litten, President

By: _____
_____, President

List of Exhibits to Franchise Agreement:

Exhibit "A" - Territory (1.02 (f))

Exhibit "B" - Original Locations (2.01)

Exhibit "C" - Schedule of Names and Addresses of
Sole Proprietor, Shareholders, Partners
and/or Principal Officers, as applicable
(17.02(a) & 17.02(d))

Exhibit "D" - Limited Guaranty Concerning Conversion Costs

EXHIBIT A TO FRANCHISE AGREEMENT

Territory

Franchisee's non-exclusive Territories are ____ Counties, Indiana.

EXHIBIT B TO FRANCHISE AGREEMENT

Locations

EXHIBIT C TO FRANCHISE AGREEMENT

EXHIBIT D TO FRANCHISE AGREEMENT

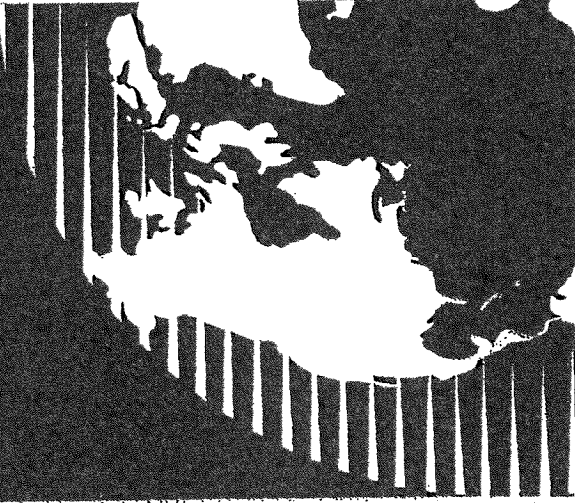
Limited Guaranties

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

TRADEMARK

**Talk to
Tucker[®]**

REALTORS



Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Reg. No. 1,503,251

Registered Sep. 6, 1988

SERVICE MARK
PRINCIPAL REGISTER

TALK TO TUCKER

F. C. TUCKER COMPANY INC. (INDIANA
CORPORATION)
250 ONE AMERICAN SQUARE
INDIANAPOLIS, IN 46242

FOR REAL ESTATE BROKERAGE SERV-
ICES, IN CLASS 36 (U.S. CL. 102).

FIRST USE 5-19-1961 IN COMMERCE
5-19-1961

SER. NO. 70,721 FILED 12-12-1977

LINDA M. SKORO, EXAMINING ATTORNEY

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISES

Tucker Franchises

Rev. March 10, 2025

Contact

INDIANAPOLIS

Andy Rudolph, Vice President, Franchise Operations andy.rudolph@talktotucker.com
812-449-8444

Pat Royer, Executive Assistant
9279 N. Meridian, Suite 100
Indianapolis, IN 46260
(317) 571-2200 ASC
(800) 659-0432 Tucker Associates
(317) 571-2204 Fax

Pat -ASC: 317-472-2985 (Direct Line)
pat.royer@talktotucker.com

Display Name

Tucker Associates, Inc.

Staff

Crossroads-Knightstown

Matt Huffman, Owner
Cara Huffman - Owner
139 E Main St.
Knightstown, IN 46148
765-624-8693

Matt Cell: 765-524-4985
Cara Cell: 765-524-2037

F.C. Tucker/Crossroads Real Estate

2

Crossroads-New Castle

Matt Huffman, Owner
Cara Huffman, Owner
1122 Broad Street
New Castle, IN 47362
Office: 765-521-9464

Matt Cell: 765-524-4985
Cara Cell: 765-524-2037

F.C. Tucker/Crossroads Real Estate

25

F.C. Tucker/Prosperity - Anderson

Matt Huffman, Owner
Cara Huffman, Owner
522 W. 8th St.
Anderson, IN 46016
(765) 643-3391
(765) 641-2303 Fax

Matt Cell: 765-524-4985
Cara Cell: 765-524-2037
Manager: Tim Hall

F.C. Tucker/Prosperity

14

BLOOMINGTON

Brian Thompson, Owner/Manager
John West, Owner/Manager
487 S. Clarizz Blvd.
Bloomington, IN 47401
(812) 336-7300
(812) 333-7740 Fax

Brian Cell: 812-320-2394

F.C. Tucker/Bloomington REALTORS®

36

COLUMBUS

Jessica Risacher, Owner/Manager
430 Washington Street
Columbus, IN 47201
Office: 812-418-8522
Fax: 812-418-8692

Jessica Cell: 812-592-5875

F.C. Tucker/Real Estate Experts

19

BRAZIL			
Chris and Michelle Skillern Owner/Manager	Chris Cell: 765-720-5111	F.C. Tucker Advantage, REALTORS®	1
2203 E. National Ave	Michelle Cell: 765-719-0877		
Brazil, IN 47834			
(765) 653-8702			
(765) 653-1997 Fax			
CRAWFORDSVILLE			
Chad and Julie Hess, Owner/Manager	Chad Cell: 765-376-4737	F.C. Tucker/West Central	17
200 E. Market Street			
Crawfordsville IN 47933			
(765)362-4700			
(765)362-4702			
EVANSVILLE	Lloyd office		
Gretchen Muchnick, John Briscoe, Ken Haynie, Owners		F.C. Tucker/Emge REALTORS®	58
7820 Eagle Crest Blvd.			
Evansville IN 47715			
812-479-0801			
(812) 474-2111 fax			
(800) 564-1024 Commercial			
(812) 473-6677 Commercial			
(812) 473-6684 Commercial Fax			
EVANSVILLE/Downtown West			
Gretchen Muchnick, John Briscoe, Ken Haynie, Owners		F.C. Tucker/Emge REALTORS®	
Stephanie Morris,Mgr. Gretchen Ballard, Mgr.			30
130 Main Street			
Evansville, IN 47708			
(812)-426-9020			
(812)436-7363			
EVANSVILLE/WASHINGTON			
Gretchen Muchnick, John Briscoe, Ken Haynie, Owners			
Tim Norris, Branch Manager		F.C. Tucker/Emge REALTORS®	4
412 E Flora Street			
Washington, Indiana 47501			
812-254-7939			
FORT WAYNE			
Owners: Marcus Christlieb, David Lion	Marcus Cell:260-409-2174	F.C.Tucker/Fort Wayne	14
9025 Coldwater Rd, Suite 400	David Cell: 260-435-9138		
Fort Wayne IN 46825			
(260)-489-0013			

GREENCASTLE

Chris and Michelle Skillern Owner/Manager
1013 Indianapolis Road
Greencastle, IN 46135
(765) 653-8702
(765) 653-1997 Fax

Chris Cell: 765-720-5111
Michelle Cell: 765-719-0877

F.C. Tucker Advantage, REALTORS® 11

JASPER – SPEED 9030

Gretchen Muchnick, John Briscoe, Ken Haynie, Owners
Steve Lukemeyer, Manager
901 Newton Street
Jasper, IN 47546
(812) 482-1424
(812) 634-7054 Fax

F.C. Tucker/Emge REALTORS® 14

KOKOMO – SPEED 9031

Brad Tomlinson, Owner/Manager
Ron Tomlinson, Owner
113 W. Southway Blvd.
Kokomo, IN 46902
(765) 452-8216
(765) 454-5149

Brad Cell: 765-437-2431

F.C. Tucker/Tomlinson, REALTORS® 6

MADISON

Scott Lynch, Owner/Manager
Kathy Lynch, Office Manager
215 E. Main St., Suite 2000
Madison IN 47250
Office: 812-265-3122
Fax: 812-273-6691

Scott Cell: 812-701-0081
Kathy Cell: 812-701-2300

F.C. Tucker/Scott Lynch Realty, Inc. 16

MADISON- DOWNTOWN

Scott Lynch, Owner/Manager
Kathy Lynch, Office Manager
201 W. Main St.
Madison IN 47250
Office: 812-265-3122
Fax: 812-273-6691

Scott Cell: 812-701-0081
Kathy Cell: 812-701-2300

F.C. Tucker/Scott Lynch Realty, Inc. 0

MARION

Charmayne Saylor, Owner/Manager
Suzie Mack, Owner/Manager
402 S. Washington St Suite A
Marion IN 46953
(765) 662-6099
(765) 662-8789

Charmayne Cell: 765-661-3760
Suzie Cell: 765-661-0379

F.C. Tucker Realty Center 11

MT. VERNON EMGE Gretchen Muchnick, John Briscoe, Ken Haynie, Owners Michelle Hudson-Manager 431 E 4th St. #1000 Mt. Vernon, IN 47620 (812) 838-4479		F.C. Tucker/Shrode	5
MUNCIE Tammy Parker, Owner Tom Parker, Owner 3417 W. Bethel Ave. Muncie, Indiana 47304 (765) 289-2400 (765) 289-2425 fax	Tammy Cell: 765-215-5523 Tom Cell: 765-215-0179	F.C.Tucker/Muncie REALTORS®	10
NEWBURGH Gretchen Muchnick, John Briscoe, Ken Haynie, Owners Bryan Speer 8944 Ruffian Lane Newburgh, IN 47630 (812) 853-3381 (812) 858-5470 Fax	Ken Cell: 812-760-4047 Bryan Cell: 812-455-2444	F.C. Tucker/Emge REALTORS®	31
NORTH VERNON Jessica Risacher, Owner 138 E Walnut St. North Vernon, IN 47265 Office: 812-352-6300	Jessica Cell: 812-592-5875	F.C. Tucker/Real Estate Experts	15
PRINCETON Gretchen Muchnick, John Briscoe, Ken Haynie, Owners Anita Waldroup - Manager, Grant Waldroup - Co-Manager 1105 S Main St, Suite A Princeton, IN 47670 Ph # 812-386-6200 Fax #812-385-1110 Toll Free #866-551-6200		F.C. Tucker/Emge REALTORS®	7
RICHMOND Troy and Lora Cruse, Owners 1050 N. J. Street Richmond, IN 47374 Ph# 765-966-8255	Troy and Lora Cruse 765-939-2900 Traci Clark Manager	F.C. Tucker/Richmond	3

SEYMOUR

Jessica Risacher, owner
208 S. Chestnut St.
Seymour, IN 47274
Ph: 812-592-5875 Jessica's Cell

F.C. Tucker/Real Estate Experts

9

SHELBYVILLE

Steve Allen, Owner/Manager
Mary Jane Allen, Owner/Manager
204 N. Harrison St.
Shelbyville, IN 46176
(317) 398-8709
(317) 421-2037 Fax

Steve Cell: 317-512-5500
Mary Jane Cell: 317-604-8100

F.C. Tucker/Shelby County

7

TERRE HAUTE

Chris and Michelle Skillern Owner/Manager
1704 N 3rd St.
Terre Haute, IN 47804
(765) 653-8702
(765) 653-1997 Fax

Chris Cell: 765-720-5111
Michelle Cell: 765-719-0877

F.C. Tucker Advantage, REALTORS®

1

VALPARAISO – SPEED 9042

Jeff Safrin, Owner/Manager
Grace Safrin, Owner/Manager
13 Lincolnway Suite 203
Valparaiso, IN 46383
(219) 309-9930
(219) 510-5005

Jeff Cell: 219-309-9930
Grace Cell: 219-309-3809

F.C. Tucker/1st Team Real Estate

5

VINCENNES – SPEED 9041

Gretchen Muchnick, John Briscoe, Ken Haynie, Owners
Robin Montgomery, Manager
2801 N 6th St, Suite B
Vincennes, IN 47591
(812) 882-4444
(812) 895-2068 Fax

F.C. Tucker/Emge REALTORS®

11

KENTUCKY DIVISION

F.C. Tucker Bluegrass
Mary Layton-Owner
3094 Harrodsburg Rd., Suite 102
Lexington, KY 40503
Phone: 859-303-6500

Mary Layton - cell 859.661.5103
mary.layton@talktotucker.com
Brad Layton - cell 859.661.5106
brad.layton@talktotucker.com

F.C. Tucker/Bluegrass

12

Henderson, KY
Owners: Gretchen Muchnick, John Briscoe, Ken Haynie, Jim & Christy Collier
Manager: Jason Eddy
11 S. Main St.
Henderson, KY 42420
Phone: 270-827-5624
Fax: 270-827-8115

F.C. Tucker/Collier

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EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT

POLICY MANUAL TABLE OF CONTENTS

Tucker Associates, Inc.
Policy & Procedure Manual

Revised: 11/02/11

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Tucker Associates, Inc.
Policy & Procedure Manual

Revised: 11/02/11

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EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT

**INDEPENDENT AUDITORS' REPORT
AND FINANCIAL STATEMENTS**

TUCKER ASSOCIATES, LLC

Indianapolis, Indiana

Financial Statements
For the years ended December 31, 2024 and 2023
and Independent Auditor's Report Thereon



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INDEPENDENT AUDITOR'S REPORT

To the Members
Tucker Associates, LLC
Indianapolis, Indiana

Opinion

We have audited the accompanying financial statements of Tucker Associates, LLC (Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, members' 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 the Company 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 (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 U.S. GAAP, 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 within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- 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 audits.

Schneider Downs & Co., Inc.

Pittsburgh, Pennsylvania
March 19, 2025

TUCKER ASSOCIATES, LLC

BALANCE SHEETS

	December 31	
	2024	2023
ASSETS		
CURRENT ASSETS		
Cash	\$ 989,461	\$ 885,533
Franchise fees receivable	238,436	224,829
Prepaid expenses	14,800	-
Total Current Assets	1,242,697	1,110,362
OTHER ASSETS		
Goodwill	1,854,945	1,854,945
Tradename	65,000	65,000
Noncompete, net	123,423	199,371
Total Other Assets	2,043,368	2,119,316
Total Assets	\$ 3,286,065	\$ 3,229,678

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	\$ 36,715	\$ 57,224
Refunds due franchisees	525,076	462,554
Due to affiliates	35,353	19,080
Total Current Liabilities	597,144	538,858

MEMBERS' EQUITY

Additional paid-in capital	2,400,000	2,400,000
Retained earnings	288,921	290,820
Total Members' Equity	2,688,921	2,690,820
Total Liabilities and Members' Equity	\$ 3,286,065	\$ 3,229,678

See notes to financial statements.

TUCKER ASSOCIATES, LLC

STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	December 31	
	2024	2023
OPERATING REVENUE		
Continuing franchise fees, net	\$ 1,023,513	\$ 1,026,257
OPERATING EXPENSES		
Licensing fee paid to affiliate	255,864	256,550
Administrative and general	308,850	247,850
Credit loss expense	4,750	62,062
Amortization	75,948	77,674
Total Operating Expenses	645,412	644,136
NET INCOME	\$ 378,101	\$ 382,121

See notes to financial statements.

TUCKER ASSOCIATES, LLC

STATEMENTS OF MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	<u>Additional Paid-In Capital</u>	<u>Retained Earnings</u>	<u>Total</u>
BALANCE, December 31, 2022	\$ 2,400,000	\$ 73,745	\$ 2,473,745
Net Income	-	382,121	382,121
Dividends Paid	-	(165,046)	(165,046)
BALANCE, December 31, 2023	2,400,000	290,820	2,690,820
Net Income	-	378,101	378,101
Dividends Paid	-	(380,000)	(380,000)
BALANCE, December 31, 2024	<u>\$ 2,400,000</u>	<u>\$ 288,921</u>	<u>\$ 2,688,921</u>

See notes to the financial statements.

TUCKER ASSOCIATES, LLC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	December 31	
	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 378,101	\$ 382,121
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization Expense	75,948	77,674
Credit Loss Expense	4,750	62,062
Changes in operating assets and liabilities:		
Franchise Fees Receivable	(18,357)	(79,778)
Prepaid Expenses	(14,800)	-
Accounts Payable	(20,509)	12,625
Due to Affiliates	16,273	(23,884)
Refunds Due Franchisees	62,522	(37,783)
Net Cash Provided By Operating Activities	483,928	393,037
CASH FLOWS FROM FINANCING ACTIVITIES		
Dividends Paid	(380,000)	(165,046)
Net Cash Used In Financing Activities	(380,000)	(165,046)
Net Increase In Cash	103,928	227,991
CASH		
Beginning of year	885,533	657,542
End of year	\$ 989,461	\$ 885,533

See notes to financial statements.

TUCKER ASSOCIATES, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 - ORGANIZATION

Tucker Associates, LLC (Company) is in the business of offering and selling franchises to qualifying real estate brokers in the states of Indiana and Kentucky. The franchise consists of a license permitting franchisees to offer designated real estate brokerage services to customers within a territory using the F.C. Tucker Company, LLC, (Tucker) service trademark.

The Company underwent a change in control at the end of business on June 30, 2021, wherein 100% of the common stock of Tucker Associates, Inc. (Predecessor) was redeemed, and the formation of the Predecessor was converted to a limited liability corporation (LLC). Upon the formation of the LLC, Tucker Hold Co., acquired 100% interest in the Company. Hanna Holdings, Inc. IN, LLC (Parent Company) acquired 60% ownership in Tucker Hold Co.

The 18 franchisees, determined based on the number of owners with a franchise agreement with the Company, conduct business primarily within the state of Indiana. The Company conducts a thorough investigation as to the viability of any potential franchisee before a franchise agreement is executed and monitors each franchisee's operations thereafter. The Company also has certain remedies available to it in the event of franchisee default under the franchise agreement in order to protect the service trademark. Franchise Agreements require that the franchisee remit continuing fees to the Company as a percentage of the applicable franchisee's gross commission income in exchange for the license of the intellectual property associated with the Tucker brand. Franchise agreements also typically require certain, less significant, upfront franchise fees, such as fees paid to renew the term of the franchise agreement, and fees paid in the event the Franchise Agreement includes additional locations within the territory.

During 2024 and 2023, franchise fee revenue from two franchisees comprised approximately 31% of the Company's total fee revenue. Accounts receivable of approximately \$145,000, or 61% of accounts receivable, were from two franchise offices as of December 31, 2024. Accounts receivable of approximately \$148,000, or 66% of accounts receivable, were from two franchise offices as of December 31, 2023.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies consistently applied by management in the preparation of the accompanying financial statements follows:

Use of Estimates - Management uses estimates and assumptions in preparing financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

TUCKER ASSOCIATES, LLC

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition - Continuing franchise fees represent the substantial majority of the consideration the Company receives under franchise agreements, arising from the services provided and gross commission income generated by franchisees. Continuing franchise fees are based on a percentage of gross revenue of each franchisee. Continuing franchise fees are recognized as gross commission income is generated by franchisees and collectability is reasonably assured based on the application of the sales-based royalty exception within the Financial Accounting Standards Board's (FASB) Accounting Standards Codification (ASC) Topic 606, Revenues from Contracts with Customers (ASC 606). Continuing franchise fees are refunded equal to the owner's bonus and owner's discount, both of which are defined in the franchise agreement of each franchisee. The owner's bonus is based on the franchise generating certain levels of gross commission income, while the owner's discount is based on the distance the franchisee's operations are located from the Company, after consideration of the owner's bonus. Such amounts are considered contract liabilities under ASC 606 and are presented as refunds due franchisees on the accompanying balance sheets.

Franchise Fees Receivable, net - Franchise fees receivable are uncollateralized monthly continuing franchise fees, which generally require payment within 30 days from the date of which gross commission income is generated by the franchisee, as gross commission income is the basis for determining the franchise fee due. Payments of franchise fees receivable are applied to the specific period identified on the franchisee's remittance.

The carrying amount of franchise fees receivable is reduced by a valuation allowance that reflects management's best estimate of amounts that will not be collected. The allowance for expected credit losses is based on management's assessment of the collectability of specific accounts. No allowance for expected credit loss was deemed necessary at December 31, 2024 and 2023. All accounts or portions thereof deemed to be uncollectible or to require an excessive collection cost are recorded to the allowance for expected credit loss through credit loss expense.

Cash - The Company maintains cash at financial institutions that may at times exceed federally insured amounts.

Intangible Assets - During 2021, the Company was acquired by the Parent Company, resulting in noncompete agreements with a value of \$441,914 and a trade name with a value of \$65,000. The Company estimates that the useful life of the noncompete agreement is five years, and the trade name will have an indefinite life. Amortization is based on the present value of cash flows associated with the noncompete. Accumulated amortization amounted to approximately \$319,000 and \$243,000 as of December 31, 2024 and 2023, respectively. Amortization expense amounted to approximately \$76,000 and \$78,000 for the years ended December 31, 2024 and 2023, respectively. Estimated amortization of the Company's amortized intangible assets for each of the years ending December 31 is as follows:

<u>Years Ending</u>	<u>Amount</u>
2025	\$ 63,000
2026	<u>60,000</u>
	<u>\$ 123,000</u>

TUCKER ASSOCIATES, LLC

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Goodwill - Goodwill represents the excess of amounts paid over the fair value of identifiable tangible and intangible assets acquired and liabilities assumed. Goodwill is tested for impairment annually at the end of the reporting period through a comparison of fair value to its carrying amount.

The Company evaluates or tests goodwill for impairment by performing either a qualitative evaluation or a two-step quantitative test, which involves comparing the estimated fair value of the associated reporting unit to its carrying value. The qualitative evaluation is an assessment of factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. Factors considered as part of the qualitative assessment include entity-specific, industry, market and general economic conditions. The Company may elect to bypass this qualitative assessment and perform a two-step quantitative test. The Company tests for goodwill impairment using a multiple of earnings before interest, taxes, depreciation and amortization. Both methods utilize market data in the derivation of a value estimate and are forward-looking in nature. If such analysis indicates that impairment exists, the Company adjusts the book value of goodwill to fair value. The Company did not record an impairment to goodwill in 2024 or 2023.

Income Taxes - The Company is recognized as a LLC under the Internal Revenue Code, therefore the member ultimately pays federal and state income tax on the Company's taxable income. Accordingly, no income tax liability or provision has been recorded by the Company. Prior to June 30, 2021, the Predecessor was an S corporation, wherein the stockholders were responsible for payment of the federal and state income taxes. The statutory tax years after 2020 remain open.

The Company accounts for uncertainty in income taxes with a recognition threshold of more-likely-than-not to be sustained upon examination by the appropriate taxing authority. Measurement of the tax uncertainty occurs if the recognition threshold is met. Management determined that there were no tax uncertainties that met recognition threshold in 2024 and 2023. Interest and penalties, if any, would be recorded in administrative and general expenses on the statements of income.

Subsequent Events - Management evaluated subsequent events for the Company through March 19, 2025, the date the financial statements were available to be issued.

NOTE 3 - RELATED-PARTY TRANSACTIONS

The Company has a license agreement (Agreement) with Tucker whereby Tucker has granted the Company and its franchisees the nonexclusive right to use the Tucker name and service trademark in carrying out certain real estate brokerage activities. The Agreement expires on December 31, 2090. The Agreement provides for various requirements of the Company, including maintaining certain insurance coverage and delivering monthly and annual financial statements to Tucker. The Agreement also requires the Company to pay a licensing fee to Tucker equal to 25% of franchise fee revenues earned. Licensing fee expense related to the Agreement to Tucker was approximately \$256,000 and \$257,000 for the years ended December 31, 2024 and 2023, respectively. The Company also had rent expense in the amount of approximately \$5,700, and \$7,300 to Tucker for the years ended December 31, 2024 and 2023, respectively.

TUCKER ASSOCIATES, LLC

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 3 - RELATED-PARTY TRANSACTIONS (Continued)

The Company also utilizes personnel who are employed by Tucker to perform various Company operations. Tucker pays the salaries of the employees, then allocates a portion of the expense to the Company, which reimburses Tucker for the expense. Salaries and wages expense, including bonuses, reimbursed to Tucker amounted to approximately \$141,000 and \$144,000 the years ended December 31, 2024 and 2023, respectively, and are included in administrative and general expense. Accounts payable to Tucker at December 31, 2024 and 2023 including unpaid licensing fees, amounted to approximately \$37,000 and \$46,000, respectively. Accrued bonuses owed to certain employees of Tucker at December 31, 2024 and 2023 amounted to approximately \$35,000 and \$19,000, respectively, and are included in due to affiliates.

NOTE 4 - CONCENTRATION OF CREDIT RISK

Financial instruments that could potentially subject the Company to concentrations of credit risk consist of cash in banks and franchise fees receivable. At times, the Company's cash deposits may be in excess of federally insured limits. Franchise fees receivable consist of monthly continuing franchise fees that are not collateralized and are required to be paid in the following month.

ASSOCIATES

Income Statement - All Offices

Acct. #	Description	Actual	Actual	Actual	Actual	Actual
		DECEMBER 2025	DECEMBER 2024	Current YTD	YTD 2024	YTD 2023
		12/01/2025	12/01/2024	01/01/2025	01/01/2024	01/01/2023
		To: 12/31/2025	To: 12/31/2024	To: 12/31/2025	To: 12/31/2024	To: 12/31/2023
INCOME						
	Franchise Fees	85,599.25	82,316.44	1,069,781.92	1,023,513.28	1,026,256.55
	Total Income	<u>85,599.25</u>	<u>82,316.44</u>	<u>1,069,781.92</u>	<u>1,023,513.28</u>	<u>1,026,256.55</u>
EXPENSES						
	Salaries and Benefits	13,210.43	11,404.29	155,193.28	147,479.46	146,918.97
	Rent	287.19	287.19	3,446.28	5,721.28	7,346.28
	Occupancy	194.29	1,652.72	6,374.96	6,568.77	5,834.48
	Communications	120.00	80.00	1,440.00	768.03	120.00
	Supplies	0.00	74.15	0.00	1,407.43	0.00
	Printing and Copying	0.00	0.00	58.26	487.72	349.37
	Postage	0.00	0.00	0.00	3.62	79.74
	Entertainment and Promotion	736.31	2,903.07	14,228.63	18,376.78	24,300.42
	Amortization	5,221.33	12,658.00	62,655.96	75,948.00	77,673.96
	Credit Loss Expense	0.00	0.00	0.00	4,749.55	62,061.76
	Legal and Professional	3,512.00	-20,475.63	20,112.00	20,500.63	32,034.80
	Travel	589.38	1,625.65	17,290.10	14,253.10	8,682.45
	Dues and Subscriptions	184.40	256.80	4,467.37	1,785.80	1,106.80
	Licenses and Fees	0.00	11.00	413.00	942.50	1,697.13
	Licensing Fee	21,398.00	21,008.00	267,430.00	255,864.00	256,550.00
	Education and Conventions	0.00	0.00	0.00	72,277.67	300.00
	Other Expenses	0.00	0.00	0.00	2,004.42	0.00
	Total Expenses	<u>45,453.33</u>	<u>31,485.24</u>	<u>553,109.84</u>	<u>629,138.76</u>	<u>625,056.16</u>
	Net Income before Manager's Bonus	<u>40,145.92</u>	<u>50,831.20</u>	<u>516,672.08</u>	<u>394,374.52</u>	<u>401,200.39</u>
	Managers Bonus	21,555.76	16,273.00	21,555.76	16,273.00	19,080.00
	Net Income	<u><u>18,590.16</u></u>	<u><u>34,558.20</u></u>	<u><u>495,116.32</u></u>	<u><u>378,101.52</u></u>	<u><u>382,120.39</u></u>

ASSOCIATES

Balance Sheet - All Offices

[F.4.1]

Acct. #	Description	Actual	Actual	Variance
		DECEMBER 2025	NOVEMBER 2025	
		12/01/2025	11/01/2025	
		To: 12/31/2025	To: 11/30/2025	
ASSETS				
Current Assets				
	Cash	858,212.86	812,155.54	46,057.32
	Accounts Receivable	372,442.17	206,044.76	166,397.41
	Total Current Assets	1,230,655.03	1,018,200.30	212,454.73
Fixed Assets				
	Associates Non-Compete	60,767.04	65,988.37	-5,221.33
	Total Fixed Assets	60,767.04	65,988.37	-5,221.33
Other Assets				
	Goodwill	1,854,945.00	1,854,945.00	0.00
	Trade Name	65,000.00	65,000.00	0.00
	Total Other Assets	1,919,945.00	1,919,945.00	0.00
TOTAL ASSETS				
		3,211,367.07	3,004,133.67	207,233.40
LIABILITIES AND EQUITY				
Current Liabilities				
	Refund to Franchisees	595,060.74	433,806.74	161,254.00
	Accounts Payable	35,713.30	29,879.82	5,833.48
	Accrued Liabilities	-153,444.24	-175,000.00	21,555.76
	Total Current Liabilities	477,329.80	288,686.56	188,643.24
TOTAL LIABILITIES				
		477,329.80	288,686.56	188,643.24
Owner's Equity				
	Dividends - HH	-270,000.00	-270,000.00	0.00
	Dividends - FCT & Co.	-180,000.00	-180,000.00	0.00
	Member's Capital	2,400,000.00	2,400,000.00	0.00
	Retained Earnings	495,116.32	476,526.16	18,590.16
	Retained Earnings - HH	173,351.36	173,351.36	0.00
	Retained Earnings - FCT & Co.	115,569.59	115,569.59	0.00
	Total Owner's Equity	2,734,037.27	2,715,447.11	18,590.16
TOTAL LIABILITIES AND EQUITY				
		3,211,367.07	3,004,133.67	207,233.40

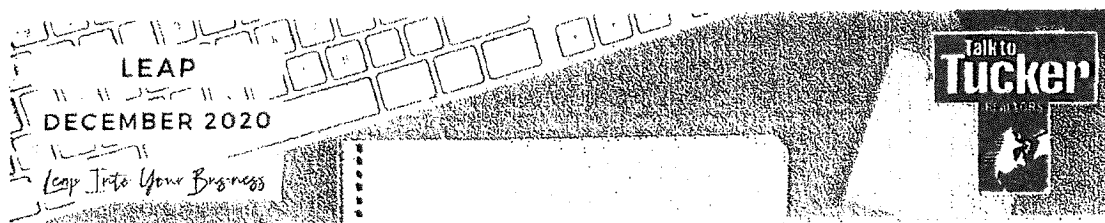
EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

SOURCES FOR COMPARATIVE INFORMATION

Indiana Secretary of State
Securities Division
302 W. Washington Street, Room E111
Indianapolis, IN 46204
Telephone: (317) 232-6681
Fax: (317) 233-3675

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

SALES TRAINING PROGRAM



Pre-Requisites

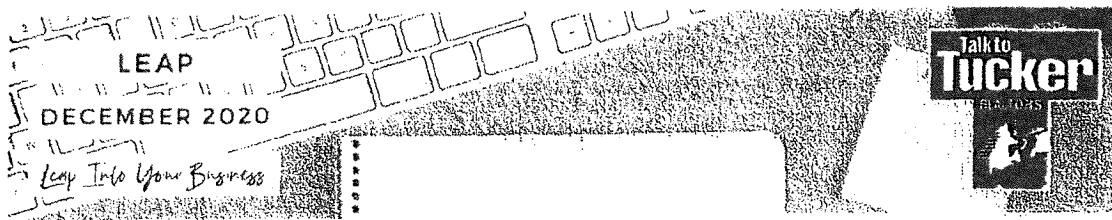
- ☐ Licensed!
- ☐ Joined MIBOR
- ☐ Successful login to Okta (instructions come from Beth Gabrick. Any issues? Contact support@talktotucker.com)
- ☐ Successful login to dotloop (look for the email titled, "Victoria Thomas set up an account for you on dotloop" in your Tucker email)
- ☐ Successful login to Tucker Toolbox (instructions in Welcome Email from Victoria Thomas)
- ☐ Welcome videos:
 - ☐ **Welcome to the Family** (Jim Litten)
 - ☐ **Start with Why** (Simon Sinek)
 - ☐ **Your First Year** (Adam Catron + Emily Stewart)
 - ☐ **Note Writing** (Lynn Davis)

Day 1: Tuesday, December 1

- | | |
|----------------------|--|
| 9:00 - 9:30 | Why F.C. Tucker? Welcome + Overview (Christy Kalavsky + Lynn Davis) ZOOM <u>Watch Again HERE</u> |
| 10:00 - 11:00 | WEBINAR Okta + G Suite Basics <u>Watch Again HERE</u> |
| 11:00 - 11:45 | WEBINAR Drive + Docs + Sheets + Slides <u>Watch Again HERE</u>
* FYI: this recording is from August's class. Today's didn't record - technology! |
| 1:00 - 2:00 | WEBINAR Marketing Intro METRO (Claire Belby)
(Indy Metro Agents Only) <u>Watch Again HERE</u> |
| 1:00 - 2:00 | Marketing Intro STATEWIDE (Steve Ruemmele)
(Affiliate Agents Only) Google Meet |

VIDEOS

- ☐ Impact Marketing + Deluxe (Lisa Jackson) **Watch HERE**
- ☐ Getting Started with Tucker CRM **Watch HERE**



Day 2: Wednesday, December 2

- 9:00 - 9:45** WEBINAR Tucker Toolbox Tour **Watch Again HERE**
- 10:30 - 11:15** WEBINAR Your Tech Tools: App + Virtual Tours + My Site **Watch Again HERE**
- 11:30 - 12:00** ASKING for Business Intro (Lynn Davis) **ZOOM Watch Again HERE**
- 1:30 - 2:30** Connecting with Your Database + Automation with Tucker CRM **ZOOM Watch Again HERE**

VIDEOS

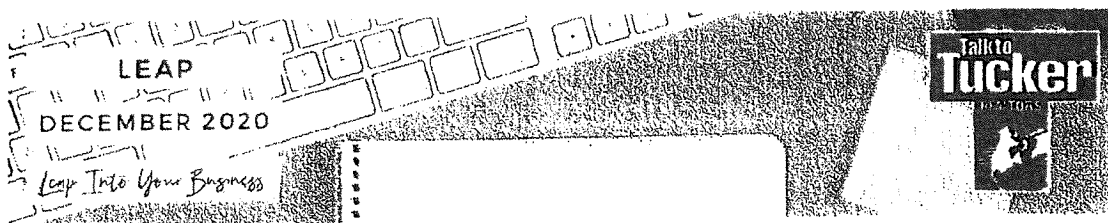
- ☐ Building Your Team: Home Services (Valerie Hayes) **Watch HERE**
- ☐ Intro to Dotloop (C + V) **Watch HERE**

Day 3: Thursday, December 3

- 9:00 - 10:00** Become a Rising Star (Derek Manis) **ZOOM Watch Again HERE**
- 10:15 - 11:30** Open Houses (Jerry Gimmecke) **ZOOM Watch Again HERE**
- 12:30 - 1:15** DISC + TPSP (Lynn Davis) **ZOOM Watch Again HERE**
- 1:30 - 2:00** Finding an Open House + Best Practices **ZOOM Watch Again HERE**

VIDEOS

- ☐ Building Your Team: Title Services **Watch HERE**
- ☐ Building Your Team: Tucker Mortgage **Watch HERE**
- ☐ Building Your Team: Relocation (Sara Rangel) **Watch HERE**



Day 4: Friday, December 4

- 9:00 - 10:00** WEBINAR Social Media 101 (Mady Morgan) **Watch Again HERE**
- 10:15 - 10:30** FORD ZOOM **Watch Again HERE**
- 10:45 - 11:30** WEBINAR Getting Out of Your Comfort Zone (Christy) **Watch Again HERE**
- 1:30 - 2:00** Social Media Contest + Review Game ZOOM **Watch Again HERE**

VIDEOS

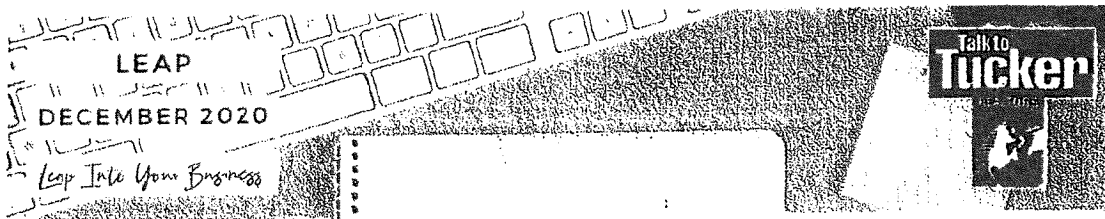
- ☐ Buyer Counseling (Kelly Todd) **Watch HERE**
- ☐ Prospecting for Success (Dani Robinson) **Watch HERE**
- ☐ Purchase Agreement (Angie Garard) **Watch HERE**
- ☐ Purchase Agreement Scenario 1 **Watch HERE**

Day 5: Tuesday, December 8

- 9:00 - 9:15** Social Media Contest Results ZOOM **Watch Again HERE**
- 9:30 - 10:45** WEBINAR Winning Secrets to Success (Aaron Starr) **Watch Again HERE**
- 11:00 - 12:00** Learn from My Mistakes (Zoe Moore) ZOOM **Watch Again HERE**
- 1:00 - 2:00** Practice Completing the Purchase Agreement ZOOM **Watch Again HERE**

VIDEOS

- ☐ Purchase Agreement Scenario 2 **Watch HERE**
- ☐ Home Inspections (Randy Surette) **Watch HERE**



Day 6: Wednesday, December 9

- 9:30 - 10:15** Role Play: Inspection Responses **ZOOM Watch Again HERE**
- 10:30 - 11:30** Lending Dialogues (Tucker Mortgage) **ZOOM Watch Again HERE**
- 12:30 - 1:30** Overcoming Objections (Gene Ott) **ZOOM Watch Again HERE**

VIDEOS

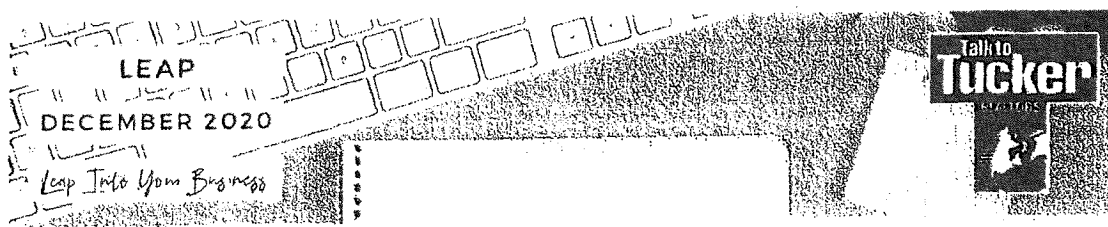
- ☐ I Have an Accepted Offer, Now What? **Watch HERE**
- ☐ Buyer Systems (Lissa Evans) **Watch HERE**
- ☐ Insurance Considerations (Dena Shepherd London) **Watch HERE**
- ☐ Understanding Roofing Systems (Steve Casey) **Watch HERE**

Day 7: Thursday, December 10

- 9:00 - 10:00** WEBINAR Listing Contract Situations + Solutions
Watch Again HERE
- 10:30 - 11:00** WEBINAR Listing Tools: Generate Seller Leads w/ Buyside
Watch Again HERE
- 11:30 - 12:00** WEBINAR Listing Tools: Win the Listing w/ Buyside
Watch Again HERE
- 1:00 - 1:30** WEBINAR Listing Tools: Reporting w/ Agent Metrics + MIBOR
Watch Again HERE
- 2:00 - 2:30** WEBINAR Listing Tools: Tucker Toolbox + Co-Op Sheet
Watch Again HERE

VIDEOS

- ☐ Seller Net Sheet **Watch HERE**



VIDEOS (continued)

- ☐ Mock Listing Presentation (Tracy Vatnsdal) [Watch HERE](#)
- ☐ Pricing Your Listing (Jim Anthony) [Watch HERE](#)

Day 8: Friday, December 11

- 9:00 - 10:30** Goal Setting + Business Planning (Angela Raab)
ZOOM [Watch Again HERE](#)
HOMEWORK VIDEO: [Watch HERE](#)

VIDEOS

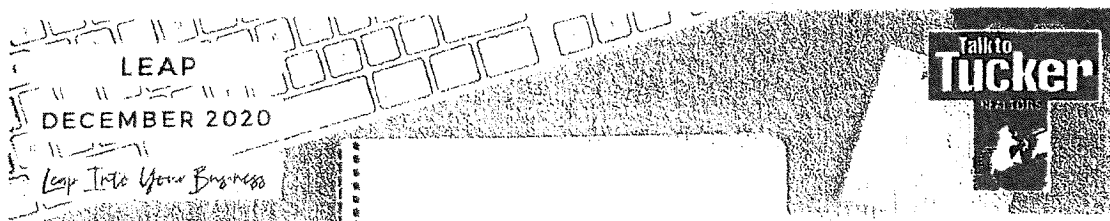
- ☐ Seller Systems (Lissa Evans) [Watch HERE](#)
- ☐ Servicing Your Listing (Angela Duggan) [Watch HERE](#)
- ☐ Mock Pricing Presentation (Steve Thompson) [Watch HERE](#)
- ☐ More Options for Sellers: QuickBuy [Watch HERE](#)

Day 9: Tuesday, December 15

- 9:00 - 9:45** Safety, Profile Sheet, Preparing for Listings **ZOOM**
[Watch Again HERE](#)
- 10:00 - 11:00** Building Your Network **ZOOM [Watch Again HERE](#)**
- 11:30 - 12:15** ASK Award Presentation **ZOOM [Watch Again HERE](#)**

VIDEOS

- ☐ Military on the Move [Watch HERE](#)
- ☐ E-Leads (Kristen Hartz) [Watch HERE](#)



VIDEOS (continued)

- ☐ Consumer Handbook (Alyce Penry) [Watch HERE](#)
- ☐ Building Your Team: Tucker Commercial (Jordan Kornmann) [Watch HERE](#)

Day 10: Wednesday, December 16

9:30 - 10:30 Recap + Review Game + Next Steps **ZOOM** [Watch Again HERE](#)

VIDEOS

- ☐ Accounting For Success (David Richardt) [Watch HERE](#)
- ☐ Building Your Team: CINCH Home Warranty (Lisa Pelsor) [Watch HERE](#)
* FYI: Lisa is no longer with CINCH. Please contact Angela Wagner (awagner@cinchhs.com or 954-661-7253) instead if you have any questions.

Post-Requisites

- ☐ "Attend" MIBOR's New Member Orientation + Code of Ethics training
- ☐ "Attend" MIBOR's Matrix Training
- ☐ Schedule regular coaching sessions with your Branch Manager or Team Lead
- ☐ Join your office's Google events calendar (if applicable)
- ☐ Talk to your manager or team lead about floor time
- ☐ "Attend" office events (including sales meetings, training sessions, social events, etc.)
- ☐ Show up daily!

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

**LIMITED GUARANTY CONCERNING
CONVERSION COSTS**

**LIMITED GUARANTY CONCERNING
CONVERSION COSTS**

This Guaranty is executed on the date set forth below by the undersigned guarantor(s) (collectively, the "Guarantor").

RECITALS

A. WHEREAS, the Guarantor is a shareholder, member or owner of _____, an Indiana _____ ("Franchisee"), which is the franchisee under that certain Franchise Agreement of even date herewith ("Agreement") with Tucker Associates, Inc. ("Franchisor"); and

B. WHEREAS, as a condition to entering into the Agreement, Franchisor has required Guarantor to execute this Guaranty, and Guarantor is willing to do so in order to induce Franchisee to execute the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees to be bound by the following provisions of this Guaranty:

1. During only the Initial Term of the Agreement, Guarantor unconditionally guarantees to Franchisor, and its successors and assigns, the full and punctual performance and observance by Franchisee of the obligation set forth in Section 11.09 of the Agreement (which obligates Franchisee to pay a Termination Fee equal to \$_____ (see attached Schedule A) in the event the Agreement is terminated prior to the expiration of the Initial Term due to a default by Franchisee), and, upon default by Franchisee, Guarantor shall perform said obligations. Guarantor's obligation hereunder shall not exceed the above-described sum, together with reasonable attorneys' fees and litigation expenses, if any. This Limited Guaranty shall not apply to any Renewal Term of the Agreement.

2. Any act of Franchisor, or its successors or assigns, consisting of a waiver of any of the terms or conditions of the Agreement or the giving of any consent relating to the Agreement, or the granting of any indulgence or extensions of time to Franchisee, may be done without notice to Guarantor and without releasing the Guarantor from his or her obligations hereunder.

3. Guarantor's obligations hereunder shall not be released by Franchisor's receipt, application or release of any security given for Franchisee's performance and observance of covenants and conditions in the Agreement; nor by a modification of the Agreement, but in case of any such modification, the liability of Guarantor shall be deemed modified in accordance with the terms of any such modification of the Agreement.

4. The liability of Guarantor hereunder shall be in no way affected by: (a) the release or discharge of Franchisee in any creditors' receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of Franchisee's liability

under the Agreement resulting from the operation of any present or future provisions of the federal bankruptcy laws, or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Agreement in any such proceedings; (d) the assignment or transfer of the Agreement by the Franchisee; or (e) any disability or other defense of Franchisee.

5. Until the Guarantor's obligations hereunder are satisfied, Guarantor: (a) shall have no right of subrogation against Franchisee by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Franchisee by reason of any one or more payment, or acts of performance, in compliance with the obligations of the Guarantor hereunder; and (c) subordinates any liability or indebtedness of the Franchisee now or hereafter held by Guarantor to the Franchisee's obligations to the Franchisor under the Agreement.

6. Guarantor waives notice of acceptance of this Guaranty by Franchisor, and all rights to require Franchisor to institute suit, or to exhaust Franchisor's rights or remedies against Franchisee or any other person, or any collateral in the event of default by Franchisee.

7. Franchisor shall be entitled to recover its reasonable attorneys' fees and litigation expenses incurred in enforcing the provisions of this Guaranty.

8. Guarantor acknowledges that this Guaranty is made in Indianapolis, Indiana, and that any court of general jurisdiction sitting in such city shall have personal jurisdiction over the Guarantor in any action to enforce the provisions of this Guaranty, provided that process is mailed in accordance with paragraph 9 of this Guaranty.

9. Any notice, process, pleading or other papers to be sent or given to Guarantor shall be deemed to be sent or given to Guarantor when delivered or mailed by certified or registered mail, postage prepaid, to the address set forth below, or to such other address as may be furnished in writing by the Guarantor to Franchisor.

10. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Franchisor.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this _____ day of _____, 20____.

Printed: _____
Address: _____

Printed: _____
Address: _____

EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT

**LIMITED GUARANTY CONCERNING
ADDITIONAL LOCATION COSTS**

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This Guaranty is executed on the date set forth below by the undersigned guarantor(s) (collectively, the "Guarantor").

RECITALS

A. WHEREAS, the Guarantor is a shareholder, member or owner (or a spouse of the same) of _____, an Indiana _____ ("Franchisee"), which is the franchisee under that certain Franchise Agreement dated _____ ("Agreement") with Tucker Associates, Inc. ("Franchisor"); and

B. WHEREAS, as a condition to paying certain Additional Location Costs as defined and provided in Section 2.03(c) of the Agreement, Franchisor has required Guarantor to execute this Guaranty, and Guarantor is willing to do so in order to induce Franchisee to pay such costs.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees to be bound by the following provisions of this Guaranty:

1. Guarantor unconditionally guarantees to Franchisor, and its successors and assigns, the full and punctual performance and observance by Franchisee of the obligation set forth in Section 2.03(c) of the Agreement which obligates Franchisee to pay a termination fee equal to the Additional Location Costs paid by Franchisor in the event the Agreement is terminated prior to the expiration of the initial or renewal term due to a default by Franchisee, and, upon default by Franchisee, Guarantor shall perform said obligations upon written demand by Franchisor. Guarantor's obligation hereunder shall not exceed the above-described sum, together with reasonable attorneys' fees and litigation expenses, if any.

2. Any act of Franchisor, or its successors or assigns, consisting of a waiver of any of the terms or conditions of the Agreement or the giving of any consent relating to the Agreement, or the granting of any indulgence or extensions of time to Franchisee, may be done without notice to Guarantor and without releasing the Guarantor from his or her obligations hereunder.

3. Guarantor's obligations hereunder shall not be released by Franchisor's receipt, application or release of any security given for Franchisee's performance and observance of covenants and conditions in the Agreement; nor by a modification of the Agreement, but in case of any such modification, the liability of Guarantor shall be deemed modified in accordance with the terms of any such modification of the Agreement.

4. The liability of Guarantor hereunder shall be in no way affected by: (a) the release or discharge of Franchisee in any creditors' receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of Franchisee's liability under the Agreement resulting from the operation of any present or future provisions of the federal bankruptcy laws, or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Agreement in any such proceedings; (d) the assignment or transfer of the Agreement by the Franchisee; or (e) any disability or other defense of Franchisee.

5. Until the Guarantor's obligations hereunder are satisfied, Guarantor: (a) shall have no right of subrogation against Franchisee by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Franchisee by reason of any one or more payment, or acts of performance, in compliance with the obligations of the Guarantor hereunder; and (c) subordinates any liability or indebtedness of the Franchisee now or hereafter held by Guarantor to the Franchisee's obligations to the Franchisor under the Agreement.

6. Guarantor waives notice of acceptance of this Guaranty by Franchisor, and all rights to require Franchisor to institute suit, or to exhaust Franchisor's rights or remedies against Franchisee or any other person, or any collateral in the event of default by Franchisee.

7. Franchisor shall be entitled to recover its reasonable attorneys' fees and litigation expenses incurred in enforcing the provisions of this Guaranty.

8. Guarantor acknowledges that this Guaranty is made in Indianapolis, Indiana, and that any court of general jurisdiction sitting in such city shall have personal jurisdiction over the Guarantor in any action to enforce the provisions of this Guaranty, provided that process is mailed in accordance with paragraph 9 of this Guaranty.

9. Any notice, process, pleading or other papers to be sent or given to Guarantor shall be deemed to be sent or given to Guarantor when delivered or mailed by certified or registered mail, postage prepaid, to the address set forth below, or to such other address as may be furnished in writing by the Guarantor to Franchisor.

10. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Franchisor.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this _____ day of _____, 20____.

Printed: _____
Address: _____

Printed: _____
Address: _____
