

			For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you cannot divert or attempt to divert any business or customer from us, an affiliate, or our franchisees, or injure our goodwill.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures are subject to change by us.
t.	Integration/merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). No provision in the franchise agreement is intended to disclaim the express representations made in this franchise disclosure document. Any representations or promises made outside of the franchise disclosure document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation, and arbitration (see state specific addenda).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Salt Lake County, Utah, or the county where our then-current headquarters is located (subject to applicable state law).
w.	Choice of Law	Sections 19.1 and 19.5	Utah law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

## **ITEM 18 PUBLIC FIGURES**

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

## **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

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

### Company-Owned Outlet

The tables below represents an historic financial representation of our company-owned Property Sellwise outlet from January 1, 2024 through December 31, 2024. There were no other company-owned outlets. We sold one franchise near the end of 2024, so they did not operate for the full 12 months in 2024, and therefore, we did not include their numbers in this Item 19.

#### Gross Sales and Net Profit

The following table provides a breakdown of gross sales, expenses by category, net profit margin and net profit. We also provide franchisee adjustments as if this unit were a franchised unit paying the required royalties and tech fees.

2024 Corporate Unit		
<b>Total Revenue</b>		<b>\$1,606,091</b>
Revenue from Assigned Contracts		\$1,581,291
Revenue from Flips		\$24,800
<b>Expenses</b>		<b>\$1,016,024</b>
	<i>Operations Overhead and Rent</i>	\$137,283
	<i>Payroll Expenses</i>	\$497,121
	<i>Training</i>	\$8,828
	<i>Team Culture</i>	\$25,516
	<i>Property Renovation Costs</i>	\$24,367
	<i>Real Estate Dues</i>	\$4,106
	<i>Insurance</i>	\$1,734
	<i>Professional Services</i>	\$4,026
	<i>Marketing</i>	\$313,043
<b>Net Profit Margin</b>		<b>36.7%</b>
<b>Net Profit</b>		<b>\$590,067</b>
<b>Franchisee Adjustments (with Option 1 Royalties on Assigned Contracts)</b>		
Royalties from Assigned Contracts	\$90,000	
Royalties from 3 Flips	\$9,000	
Tech Fees	\$6,000	
Adjusted Net Profit	\$485,067	
Adjusted Net Profit Margin	30.2%	
<b>Franchisee Adjustments (with Option 2 Royalties on Assigned Contracts)</b>		
Royalties	\$120,690	
Royalties from 3 Flips	\$9,000	
Tech Fees	\$6,000	
Adjusted Net Profit	\$454,377	
Adjusted Net Profit Margin	28.3%	

**Some territories have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

#### **Assignment Fees**

The following table provides a summary of the assignment fees received by our company-owned unit from January 1, 2024 to December 31, 2024. Assignment fees are the fees received from assigning real estate contracts for single family and multi-family properties.

Category	Year	Total Number of Deals	High Assignment Fee Received	Low Assignment Fee Received	Average Assignment Fee Received	Median Assignment Fee Received
Assignment Fees	2024	79	\$100,000	\$1,000	\$20,329	\$19,950

**Some territories have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

#### **Notes**

1. Gross Sales. Total revenue means the total revenue derived from assigned contracts, plus the revenue generated from 3 home flips in 2024.
2. Net Profit. Net profit means gross sales less expenses.
3. Net Profit Margin. Net profit margin is calculated by dividing the net profit by the gross sales.
4. Characteristics of the Outlet. Our company-owned outlet offers similar products and services to what our franchisees offer and follows the same Property Sellwise system. Our company-owned outlet is managed by its owners. The size of the territory serviced by our company-owned unit is equal to approximately 6.4 franchise territories, i.e., a population of ~2.56M people.
5. Franchisee Adjustments. Adjusted to account for the payment of royalties and tech fees. Our affiliate's marketing expenses in 2024 were 19.5% of gross sales, approximately \$8,000 less than 20%.
6. Franchisees. We sold one franchise near the end of 2024, so they did not operate for the full 12 months in 2024, and therefore, we did not include their numbers in this Item 19.

Other than the preceding financial performance representation, Property Sellwise Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Bryan Martineau at [franchise@propertysellwise.com](mailto:franchise@propertysellwise.com) and (801) 833-7129, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet Summary**  
**For Years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	+0
	2023	0	0	+0
	2024	0	1	+1
Company Owned	2022	0	0	+0
	2023	0	1	+1
	2024	1	1	+0
Total Outlets	2022	0	0	+0
	2023	0	1	+1
	2024	1	2	+1

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners**  
**(other than the Franchisor)**  
**For Years 2022 to 2024**

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

**Table No. 3**  
**Status of Franchised Outlets**  
**For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Utah	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1