

	Provision	Section in Franchise Agreement	Summary
r.	Non-competition covenants after the franchise is terminated	11.3	If we terminate for “good cause,” or if you terminate without “good cause,” restrictions apply for period from date of termination to expiration of term of the Franchise Agreement or renewal (subject to applicable state law).
s.	Modification of Agreement	8.1 and 19.2	No modifications except on written agreement of you and us, but found in our training materials and our other written directives, which must be followed, are subject to change by us.
t.	Integration/merger clause	19.2	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises made outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration	18	Except for injunctive relief and claims for money owed under the Franchise Agreement, all disputes must be arbitrated in Kansas City, Missouri (subject to state law); no claim may be brought in arbitration as a class action.
v.	Choice of forum	18	Arbitration to be heard in Kansas City, Missouri (subject to applicable state law) except we, at our option, may proceed for injunctive relief for unauthorized use of the Licensed Marks and either party may begin legal proceeding for money owed under the Franchise Agreement in any court having jurisdiction. (See state specific amendments to the Franchise Agreement)
w.	Choice of law	19.5	Missouri law applies (subject to applicable state law). (See state specific amendments to the Franchise Agreement)

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our franchises.

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 that you are considering buying; or (2) a franchisor supplements the information provided in Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations, either orally or in writing. If you receive any financial performance information or projections of your future income, you should report it to our management by contacting Michael F. Duffy, 2820 NW Barry Road, Kansas City, Missouri 64154, (816) 420-6200, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2021 to 2023*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	399	402	+3
	2022	402	394	-8
	2023	394	393	-1
Company-Owned*	2021	1	1	0
	2022	1	1	0
	2023	1	2	+1
Total Outlets	2021	400	403	+3
	2022	403	395	-8
	2023	395	395	0

* There were 31 additional franchisees who have signed Franchise Agreements as of December 31, 2023 but had not yet opened their Broker Offices.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEAR 2021 to 2023

State	Year	Number of Transfers
Alabama	2021	0
	2022	1
	2023	1
Arkansas	2021	2
	2022	0
	2023	4
Colorado	2021	0
	2022	0
	2023	3
Iowa	2021	0
	2022	1
	2023	2
Kansas	2021	2
	2022	0
	2023	1
Kentucky	2021	2
	2022	0
	2023	0
Michigan	2021	0