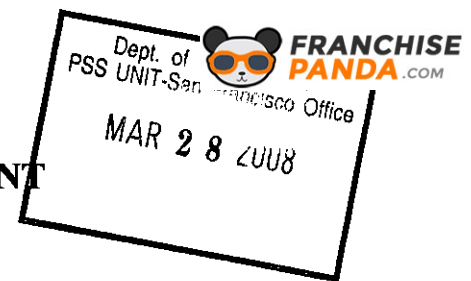


FRANCHISE DISCLOSURE DOCUMENT
CALIFORNIA



REALTY EXECUTIVES International, Inc.



An Arizona Corporation
2398 East Camelback Road, Suite 900
Phoenix, Arizona 85016
Phone: 800 252-3366
Fax: 602-224-5542

E-Mail: info@REALTYEXECUTIVES.com

Website: www.realtyexecutives.com

REALTY EXECUTIVES International, Inc. offers regional development franchises for the operation of a business that offers, sells, develops, services and supports REALTY EXECUTIVES subfranchises within a specified geographic territory. Each REALTY EXECUTIVES subfranchise involves the operation of a business that provides real estate services, including leasing, listing, purchasing, referral, selling, trading and other services of a similar nature. The total investment necessary to begin operation of a **REALTY EXECUTIVES** regional development franchise ranges from \$53,650 to \$130,600. This includes an amount that ranges from \$30,000 to \$60,000 that must be paid to us.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor at 2398 East Camelback Road, Suite 900, Phoenix, Arizona 85016 or by phone at 800 252-3366.

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 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 (the "**FTC**"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

Franchise Disclosure Document (RD) - 2008

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

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See the following page for a description of special risk factors relating to this franchise.

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 "A" 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. **FAILURE TO MEET QUOTA REQUIREMENTS COULD RESULT IN THE TERMINATION OF YOUR FRANCHISE AGREEMENT.**
2. **WE ACQUIRED THE *REALTY EXECUTIVES* TRADEMARKS FROM JBH INVESTMENTS, INC. ("JBH"). IF WE FAIL TO MAKE THE PAYMENTS DUE TO JBH, WE MAY LOSE OUR RIGHT TO USE AND LICENSE THESE MARKS.**
3. **THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION OR LITIGATION IN PHOENIX, ARIZONA. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE.**
4. **THE FRANCHISE AGREEMENT STATES THAT ARIZONA 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.**
5. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

We do not currently use the services of any FRANCHISE BROKERS or referral sources to assist us in selling our franchise, although we may do so in the future. A franchise broker or referral source would represent us, not you. We would pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: _____

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