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FRANCHISE DISCLOSURE DOCUMENT

Century 21 Real Estate LLC
A Delaware Limited Liability Company
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www.century21.com
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CENTURY 21®

The franchise is for a real estate brokerage offering with defined real estate brokerage services from a specified location under the name CENTURY 21®.

The total investment necessary to begin operation of a CENTURY 21® franchise is approximately $34,670 to $279,000 for a conversion real estate office, and $116,170 to $466,300 for a start-up real estate office. This includes $0 to $25,000 that must be paid to the franchisor or its affiliate. The standard initial franchise fee for a residential franchise is $25,000 for the first office and $5,000 for each additional office.

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 or grant. **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, 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.

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

Issued: March 28, 2025, as amended January 16, 2026

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How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G and H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only CENTURY 21® real estate business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be CENTURY 21® real estate franchisee?	Item 20 or Exhibits G and H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

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

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit B.

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

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Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New Jersey. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New Jersey than in your own state.

2. **Spousal Guaranty**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

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

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

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

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

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

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

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

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, Consumer Protection Division (Attention: Franchise), 525 West Ottawa Street, G. Mennen Williams Building, 1st Floor Lansing, Michigan 48909, telephone (517) 373-7117.

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Exhibits

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G	CENTURY 21® Franchisees as of December 31, 2024; List of Franchise Offices Awaiting Openings as of December 31, 2024
H	List of Outlets that left the CENTURY 21® System (including transfers) from January 1, 2024 to December 31, 2024
I	Table of Contents to the Policy & Procedure Manual
J	Company-Owned Affiliate Outlets (Other than CENTURY 21® Outlets)

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

To simplify the language in this Franchise Disclosure Document, "we," "our," or "us" means Century 21 Real Estate LLC, the franchisor. "You" means the person or entity that buys the franchise, the franchisee. If the franchisee is a corporation, partnership or other entity, "you" includes the franchisee's owners.

The Franchisor, its Parents and Affiliates.

We are a Delaware limited liability company. We were originally incorporated as a corporation on September 17, 1979 and converted from a corporation to a limited liability company on December 28, 2004. We do not do business under any other name. We are a wholly owned subsidiary of Anywhere Real Estate Services Group LLC (f/k/a Realogy Services Group LLC) ("Anywhere Services Group"), a Delaware limited liability company, a direct wholly owned subsidiary of Anywhere Real Estate Group LLC (f/k/a Realogy Group LLC), a Delaware limited liability company ("Anywhere Group"). Anywhere Group is a direct wholly owned subsidiary of Anywhere Intermediate Holdings LLC (f/k/a Realogy Intermediate Holdings LLC) ("Anywhere Intermediate"), a Delaware limited liability company, and a direct wholly owned subsidiary of Anywhere Real Estate Inc. (f/k/a Realogy Holdings Corp.), a Delaware corporation ("Anywhere"). Anywhere Brands LLC (f/k/a Realogy Franchise Group LLC) ("Anywhere Brands"), a Delaware limited liability company, which is a wholly owned subsidiary of Anywhere Services Group, provides to us administrative and other services and Anywhere Services Group and its subsidiaries provide certain shared services as described below. Our principal business address, as well as the principal business address of Anywhere Brands, Anywhere Services Group, Anywhere Group, Anywhere Intermediate and Anywhere, is 175 Park Avenue, Madison, New Jersey 07940. There are no predecessors that need to be disclosed in this Item 1.

On October 12, 2012, Anywhere Real Estate Inc., (f/k/a Realogy Holdings Corp.), consummated an initial public offering of shares of common stock and currently its shares are listed on The New York Stock Exchange under the symbol, "HOUS." Anywhere Group and Anywhere issue joint audited annual financial statements and continue to serve as our Guarantors.

On January 9, 2026, Anywhere, Compass, Inc., a Delaware corporation ("Compass") and Velocity Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Compass ("Merger Sub"), completed transactions contemplated by the previously announced Agreement and Plan of Merger, dated as of September 22, 2025 (the "Merger Agreement"), by and among Anywhere, Compass and Merger Sub. Pursuant to the Merger Agreement, at the effective time of the merger, Merger Sub merged with and into the Company, with Anywhere surviving the Merger as a wholly owned subsidiary of Compass.

We operate as a subsidiary of Anywhere Group and Anywhere (our parent companies), and Anywhere Group and Anywhere guarantee the performance of our obligations under the franchise agreements we sign with you and other franchisees. Compass, Anywhere Group and Anywhere own other subsidiaries, including franchisors of other real estate franchise systems (the "Real Estate Affiliates"), which may compete with your business. We share common management and oversight with the Real Estate Affiliates and Anywhere Advisors LLC (f/k/a Realogy Brokerage Group LLC or RBG and NRT) ("Anywhere Advisors"), a direct subsidiary of Anywhere Services Group, which owns and operates real estate brokerages under the service marks of certain Real Estate Affiliates and other service marks (as described below).

Anywhere Services Group and Anywhere Brands provide dedicated teams in the fields of technology and data, marketing, product development, lead management, business consulting and support, and learning. These teams may provide enhanced shared services to us, the Real Estate Affiliates and Anywhere Advisors. Personnel of Anywhere Brands, including its division Anywhere Franchise Brands, may exercise executive control and decision-making over the Real Estate Affiliates and us and have access to competitive and other information about us and the Real Estate Affiliates, as well as information about Anywhere Advisors. As the executive team of the ultimate parent company, the Anywhere executive team oversees all Anywhere subsidiaries;

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however, except as set forth in Item 2, they do not participate in the day-to-day management of us or the Real Estate Affiliates.

Anywhere, Anywhere Group, Anywhere Services Group and its subsidiaries, including Anywhere Brands offer goods and services to you and other of our franchisees, as well as the franchisees of the Real Estate Affiliates. Anywhere, Anywhere Group, Anywhere Services Group and its subsidiaries, including Anywhere Brands, reserve the right to develop systems and resources for use in the operation of a real estate brokerage business and to determine which of the Real Estate Affiliates and us, if any, will be permitted to offer such systems and resources to franchisees. Anywhere, Anywhere Group, Anywhere Services Group and its subsidiaries may also develop resources and systems for exclusive use by Anywhere Advisors.

Our agents for service of process are listed on Exhibit B.

Business Experience of Franchisor and Franchises Offered.

We began granting CENTURY 21® real estate franchises directly to brokers in December 1995. From February 1972 until November 1995, we only granted subfranchises. The subfranchises authorized the grantees, called subfranchisors, to offer CENTURY 21® franchises to real estate brokers within particular territories. We owned some of the subfranchisors, and others were independently owned. We merged with the United States subfranchisors that we owned in December 1995 and in 1996 we began selling CENTURY 21® franchises directly. The subfranchisors or their predecessors had been granting CENTURY 21® franchises since July 1972. We do not own or operate any real estate offices in the United States, although our Related Parties (defined below and in the Franchise Agreement), do operate such offices (as described below). We have never granted franchises in other lines of business. We do not operate any CENTURY 21® real estate brokerage offices.

"Related Parties," means, with respect to a particular "Person" (defined in the Franchise Agreement as "an individual, a partnership, a trust, a corporation, a limited liability company, an association and any other incorporated or unincorporated organization or entity"), a Person who, directly or indirectly, owns or controls that Person is owned or controlled by a Person, or is under common control with that Person. Control, in this context, means the possession of executive power to direct or to cause the direction of the management and policies of a Person, whether through voting power, ownership, by contract or otherwise.

We offer franchises for real estate sales offices in the United States to owners of existing real estate brokerage businesses and in certain situations we may offer a franchise to newly formed real estate brokerages (the "Franchise" or the "Business"). The Franchise authorizes you to operate a real estate sales office using the CENTURY 21® service mark and other trademarks, service marks, designs, logos and other commercial symbols we periodically designate (collectively, the "Marks"), and using a system that we have developed which includes access to brand specific systems, productivity resources, basic business development support, education, real estate referral and broker communications procedures, marketing and advertising services, products and other support funded by the brand marketing fund ("Brand Marketing Fund" or "BMF") and various other items (the "System"), all in accordance with the terms of our Real Estate Franchise Agreement ("Franchise Agreement") and the mandatory provisions of our Policies and Procedures Manual ("P&P Manual").

If you meet our financial, professional, operational, and other standards, operate in a market in which we seek to be represented, and agree to pay our initial franchise fee, we may grant you a Franchise. The Franchise permits you to offer residential real estate brokerage services, commercial real estate services, and limited property management services from a specified office location (the "Main Office") and other authorized Office locations (the Main Office and other authorized office locations collectively referred to as a "CENTURY 21® Office" or "Office") utilizing the System.

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You will be required to sign our Franchise Agreement (see Exhibit C-1), Guaranty of Payment and Performance (Exhibit B to the Franchise Agreement) and Security Agreement (Exhibit F to the Franchise Agreement), and you will be able to offer only real estate brokerage services at your franchised location, unless you receive our prior written consent, or provide a list of Excluded Businesses that may be operated from the Office(s), as required under the Franchise Agreement (see Section 4.2 of the Franchise Agreement). For additional Branch Offices (as defined in the Franchise Agreement) that we approve, you will be required to sign our Location Addendum to the Franchise Agreement (See Exhibit C-2).

We have a franchise sales incentive program under which we may waive or reduce the initial franchise fee and provide other business benefits for prospective franchisees that meet the eligibility requirements. As of the issuance date of this disclosure document, the initial franchise fee for the Main Office under this program is waived and we provide other business benefits, including financial incentives. This program may be modified without notice at any time. We may establish and/or eliminate any benefits as we deem in the best interests of the CENTURY 21® system.

We may from time to time introduce pilot programs to qualifying franchisees who operate at least one franchised office. These pilot programs may be offered in certain geographic markets or to certain franchisees to test new business strategies, agent recruitment and/or agent outreach programs, operating models or products and services. These pilot programs may provide different fee structures, minimum production requirements or other terms. Terms and conditions of each pilot will vary depending upon the circumstances and the particular market. We and our Related Parties may offer pilot programs to our franchisees, franchisees of the Real Estate Affiliates and company owned offices under Anywhere Advisors, in the same or different markets than your market.

We may also permit a qualifying existing franchisee to open a limited purpose office. Limited Purpose Offices are designed to accommodate special market conditions and related situations, and as of the issuance date of this disclosure document include the following: Satellite Offices, Seasonal Offices, Administrative Offices, Temporary Tract Offices or Team Offices, as described in more detail in the P&P Manual ("Limited Purpose Offices"). The terms of each Limited Purpose Office will vary based on its particular function and other circumstances. We have the right to waive or vary the criteria described below in our reasonable business judgment. We enter into a limited number of new Limited Purpose Office Addenda each year and rarely enter into one at the time a franchisee signs its franchise agreement.

To obtain a Limited Purpose Office, you must sign the applicable then-current "Limited Purpose Office Addendum" to your Franchise Agreement. While we reserve the right, at any time, to modify the terms of the Limited Purpose Office Addenda, they typically: (i) will be for a one-year term (although we have the right, to permit to extend this period for one or more additional one-year terms); (ii) require the payment of a non-refundable initial franchise fee of $1,000; (iii) contain a 30-day mutual termination right; (iv) prohibit or limit your ability to transfer your rights under the Limited Purpose Office Addendum, without our approval; (v) require all Gross Revenue (defined in Exhibit C to the Franchise Agreement) from the respective Limited Purpose Office to be reported through your Main Office and to be aggregated with the Main Office for all purposes under the Franchise Agreement; and (vi) will not hinder or prevent us from placing a new franchise location in close proximity to the Limited Purpose Office. Some Limited Purpose Office types prohibit signage and will not appear as locations on our website.

We reserve the right, at any time, to discontinue or add to the Limited Purpose Offices. While Limited Purpose Offices are included as franchised outlets in Item 20, except for Administrative and Team Offices, as of December 31, 2024, approximately 9% of all franchised outlets were Limited Purpose Offices.

Business Experience of Real Estate Affiliates.

The Real Estate Affiliates offering franchises that may compete with you include those listed below. The principal business address of these Real Estate Affiliates is the same as ours.

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Real Estate Affiliates	Began or will begin Franchising	Predecessor Began Franchising
Coldwell Banker Real Estate LLC[1]	1982	N/A
ERA Franchise Systems LLC[2]	1996	1972
Sotheby's International Realty Affiliates LLC[3]	2004	N/A
Better Homes and Gardens Real Estate LLC[4]	2008	N/A
Corcoran Group LLC[5]	2019	N/A
Christie's International Real Estate, LLC[6]	2022	N/A
At World Franchising, LLC d/b/a @properties[7]	2020	N/A

[1]**Coldwell Banker Real Estate LLC ("Coldwell Banker").** Coldwell Banker offers residential real estate brokerage franchises to be operated under the service mark "Coldwell Banker®" and commercial real estate brokerage franchises to be operated under the service mark "Coldwell Banker Commercial®." Coldwell Banker has been offering residential real estate franchises since 1982 and commercial real estate franchises since 1998. As of December 31, 2024, franchisees operated 1,309 Coldwell Banker® residential real estate brokerage offices and 135 Coldwell Banker Commercial® real estate brokerage offices in the United States. Coldwell Banker has never offered franchises in any other type of business or operated any other type of business.

[2]**ERA Franchise Systems LLC ("ERA").** ERA offers residential real estate brokerage franchises to be operated under the service mark "ERA®." In 2010, ERA began offering franchises to be operated under the service mark "ERA Powered®," allowing certain qualified applicants to operate franchises using the ERA tools and systems and ERA service marks, including "ERA Powered®," while maintaining their own trade name as the prominent trade name in their company identity. References to ERA® real estate brokerage offices may also mean ERA Powered® brokerage offices. ERA, directly and through its predecessor, has been offering real estate brokerage franchises since 1972. As of December 31, 2024, franchisees operated 444 ERA® or ERA Powered® real estate brokerage offices in the United States. ERA has never offered franchises in any other type of business or operated any other type of business.

[3]**Sotheby's International Realty Affiliates LLC ("SIR").** SIR offers residential real estate brokerage franchises to be operated under the service mark "Sotheby's International Realty®." SIR has been offering real estate franchises since 2004. As of December 31, 2024, franchisees operated 666 Sotheby's International Realty® brokerage offices in the United States. SIR has never offered franchises in any other type of business or operated any other type of business.

[4]**Better Homes and Gardens Real Estate LLC ("BHGRE").** BHGRE offers residential real estate brokerage franchises to be operated under the service mark "Better Homes and Gardens® Real Estate." BHGRE has been offering real estate franchises since 2008. As of December 31, 2024, franchisees operated 368 Better Homes and Gardens® Real Estate brokerage offices in the United States. BHGRE has never offered franchises in any other type of business or operated any other type of business.

[5]**Corcoran Group LLC ("Corcoran").** Corcoran began offering residential real estate brokerage franchises to be operated under the service mark "Corcoran®" in January 2019. As of December 31, 2024, franchisees operated 110 Corcoran® brokerage offices in the United States. Corcoran has never offered franchises in any other type of business or operated any other type of business.

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[6]**Christie's International Real Estate, LLC ("CIRE").** CIRE offers residential real estate brokerage franchises to be operated under the service mark "CHRISTIE'S INTERNATIONAL REAL ESTATE." CIRE is a Delaware limited liability company that was incorporated on June 2, 1995 and was converted from a corporation to a limited liability company on December 1, 2021 and that has a principal place of business located at 806 N. Peoria Street, Chicago, IL 60642. CIRE has been offering real estate franchises since March 2022. As of December 31, 2024, CIRE franchisees operated 33 real estate brokerage offices in the United States. CIRE has never offered franchises in any other type of business or operated any other type of business.

[7]**At World Franchising, LLC d/b/a @properties ("@properties").** @properties offers residential real estate brokerage franchises to be operated under the service mark "@properties" and other related marks. @properties is a Delaware limited liability company that was formed on July 7, 2020 and that has a principal place of business located at 806 N. Peoria St., Chicago, IL 60642. @properties has been offering real estate franchises since August 2020. As of December 31, 2024, franchisees operated 3 and @properties, through affiliates, operated 41 real estate brokerage offices in the United States. @properties has never offered franchises in any other type of business or operated any other type of business.

Each Real Estate Affiliate will offer franchises using its own franchise disclosure document, and there may be additional Real Estate Affiliates formed in the future. Because the Real Estate Affiliates may establish brokerages in close proximity to your CENTURY 21® office locations, you may face competition from any of these franchised brokerage systems (or new brokerage franchise systems) and their franchisees for customers, independent sales associates, managers, employees and other business, including relationships with title, mortgage, escrow and relocation services. Each Real Estate Affiliate has total discretion where to permit its franchisees to operate and has the express right to act in its own interest and the interest of its franchise system in authorizing, conducting and supporting businesses that will compete with you and our franchisees.

As of December 31, 2024, there were approximately 18,000 real estate brokerage offices operating under our Marks and the marks of the Real Estate Affiliates worldwide.

Business Experience of Certain Other Affiliates.

Anywhere Advisors, was originally formed as a Delaware corporation on August 29, 1997, and converted to a Delaware limited liability company on July 2, 2007 and changed its name from NRT to RBG on February 17, 2020, then changed its name from RBG to Anywhere Advisors LLC on July 13, 2022. Anywhere Advisors is a subsidiary of Anywhere Services Group and shares the same principal business address as ours. As of the issuance date of this disclosure document, Anywhere Advisors directly owns and operates real estate brokerage offices doing business as Coldwell Banker®, Coldwell Banker Commercial® and Sotheby's International Realty. In addition, Anywhere Advisors indirectly owns and operates real estate brokerage offices doing business as Corcoran® and Corcoran Sunshine® through its direct wholly owned subsidiary NRT New York LLC, a Delaware limited liability company ("NRT NY"), whose principal place of business is 660 Madison Avenue, 12th Floor, New York, NY 10065.

As of December 31, 2024, Anywhere Advisors owned and operated 505 Coldwell Banker® residential real estate brokerage offices, 1 Coldwell Banker Commercial® real estate brokerage office, and 44 Sotheby's International Realty® real estate brokerage offices. As of December 31, 2024, NRT NY owned and operated a total of 25 Corcoran® real estate brokerage offices, and 1 Corcoran Sunshine® office. Anywhere Advisors and NRT NY operate mainly in metropolitan areas and compete directly with franchisees in the areas in which they operate. Anywhere Advisors and NRT NY may compete with you and other franchisees in your market to solicit customers, independent sales associates, managers, employees, and other business, including relationships with title, mortgage, escrow and relocation services. There are no restrictions on Anywhere Advisors and NRT NY regarding competition with franchisees.

Our parent, Compass, directly and through various subsidiaries and affiliates, is a residential real estate brokerage firm, operating in over 95 markets in the United States with over 400 offices and over 33,000

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affiliated agents. Compass businesses and affiliated agents operate under the names and marks "COMPASS," "URBAN COMPASS," "WASHINGTON FINE PROPERTIES," and "LATTER AND BLUM." Compass does not grant franchises, but its affiliated agents may operate and offer and sell real estate, including soliciting and accepting clients and listings to buy and sell real estate, throughout the United States (subject to state and local real estate licensing laws), and this may include within the geographic area where you operate.

Anywhere Group offers and administers franchises and master licenses in Canada, the territories of the United States and outside the United States for the Coldwell Banker® system, and the Better Homes and Gardens® Real Estate, ERA®, CENTURY 21®, Sotheby's International Realty® and the Corcoran® systems. These licenses may grant exclusive rights to the licensee for a particular territory to operate real estate brokerage offices under the respective marks and, in some cases, to sublicense the marks to others for use in the operation of real estate brokerage offices.

Anywhere Services Group offers services and products to the Real Estate Affiliates, including those offered under the Strategic Partnership Program (See Item 8).

Cartus Corporation ("Cartus"), a wholly owned subsidiary of Anywhere Services Group, provides global relocation services to public and private sector employers and their employees. In addition to offering other services, Cartus refers relocating customers to brokers in the United States, including participating franchisees of the Real Estate Affiliates and Anywhere Advisors. Cartus' principal place of business is at 100 Reserve Road, Danbury, Connecticut 06810.

Anywhere Leads, Inc. (f/k/a Realogy Lead Management Services Inc.) ("Leads Group"), a part of Anywhere Brands, provides lead generation to certain of our franchisees, the franchisees of the Real Estate Affiliates and Anywhere Advisors, through the Anywhere Leads Network, in exchange for a split of the commission that the brokers earn on the transaction. Leads Group provides high-quality leads to independent sales agents through both Anywhere driven real estate benefit programs and the Anywhere Leads Network. Where permitted by law, consumers participating in certain real estate benefit programs may receive a financial benefit for using these services (such as cash or a gift card, or real estate brokerage commission credit based on the home purchase/sale price pursuant to the applicable program). Our franchisees, franchisees of the Real Estate Affiliates and Anywhere Advisors are eligible to apply to participate in programs offered by Leads Group. Leads Group is part of Anywhere Brands and shares its principal business address with us, at 175 Park Avenue, Madison, New Jersey 07940.

Anywhere Integrated Services LLC (f/k/a Realogy Title Group LLC) ("Anywhere Integrated Services"), a wholly owned subsidiary of Anywhere Services Group, offers title, escrow and settlement services to customers, real estate companies, corporations and financial institutions primarily in support of residential real estate transactions. Title Resources Group ("TRG"), a Texas corporation, in which Anywhere Integrated Services owns an indirect minority interest, offers insurance to protect the purchaser and/or the mortgage lender against loss or damage in the event that title is not transferred properly or a lender's lien is not recorded in proper priority position. Anywhere Integrated Services is also an indirect subsidiary of Anywhere Group. Anywhere Integrated Services and TRG offers products and services to our franchisees, to Anywhere Advisors, and to the franchisees of the Real Estate Affiliates. Anywhere Integrated Services additionally offers our franchisees and franchisees of the Real Estate Affiliates, in certain markets, the opportunity to participate in the ownership of a full-service title and escrow joint venture majority owned and managed by Anywhere Integrated Services and its affiliated companies. These joint ventures generally operate under either the "Upward Title & Closing" or "Upward Title & Escrow Company" name but may vary based on state and local requirements. Anywhere Integrated Service's principal business address is 1000 Bishops Gate Boulevard, Suite 100, Mt. Laurel, NJ 08054. TRG's principal business address is 8111 LBJ Freeway, Suite 1200, Dallas, TX 75251.

Anywhere Group through its indirect, wholly owned subsidiary, Anywhere Integrated Venture Partner LLC, a Delaware limited liability company ("Anywhere Mortgage Partner"), owns a 49.9% interest in Guaranteed Rate Affinity, LLC, a Delaware limited liability company ("Guaranteed Rate Affinity") and a subsidiary of Guaranteed Rate, Inc., a Delaware corporation ("Guaranteed Rate"), owns a 50.1% interest in Guaranteed Rate

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Affinity. Guaranteed Rate Affinity began doing business in August 2017. In addition to originating loans for Anywhere Advisors and NRT NY customers, Guaranteed Rate Affinity may market its mortgage lending services to our franchisees and to franchisees of the Real Estate Affiliates. All mortgage loans originated by the venture are sold to third party investors, and Guaranteed Rate Affinity does not hold any mortgages for investment purposes or perform servicing functions for any loans it originates. Anywhere Mortgage Partner's principal business address is 1000 Bishops Gate Boulevard, Suite 100, Mt. Laurel, NJ 08054, and Guaranteed Rate's principal business address is 3940 N. Ravenswood, Chicago, IL 60613. Guaranteed Rate Affinity's principal business address is 1800 W. Larchmont Ave., Chicago, IL 60613.

Anywhere Group's wholly owned subsidiaries, RealVitalize LLC and RealVitalize Affiliates LLC, each a Delaware limited liability company (collectively "RealVitalize"), partnered with Angi, an operating business of Angi Inc., a Delaware corporation. Angi is the nation's largest network of pre-screened, homeowner-rated home service professionals to offer home sellers with home improvement resources during the home listing process. RealVitalize enables home sellers to make their property ready for sale by providing resources to fund staging and home improvements with no up-front cost via a consumer program offered in partnership with Angi. The RealVitalize program began doing business in 2019 and as of December 31, 2021, RealVitalize is available nationally through participating Anywhere company-owned and franchise brokerages, with the exception of the States of Rhode Island, Delaware, Louisiana, North Dakota and South Dakota. RealVitalize LLC and RealVitalize Affiliates LLC share a principal business address with us, at 175 Park Avenue, Madison, New Jersey 07940. Angi, Inc.'s principal business address is 130 E. Washington Street, Ste. 1100, Indianapolis, Indiana 46204.

Anywhere Group, through Anywhere Services Group owns a 50% interest in RESO-CA JV LLC, a Delaware limited liability company ("RESO"), a joint venture formed on November 17, 2021, between Anywhere Services Group and Sotheby's, a privately held Delaware corporation, the world's largest marketplace for art and luxury, which owns a 50% interest. RESO owns an 80% indirect interest in Concierge Auctions, LLC, a Delaware limited liability company doing business as an online auction platform for luxury real estate. Concierge Auctions was founded in 2008 and serves as a global luxury real estate auction marketplace that partners with real estate agents to host luxury online auctions for clients. Concierge Auctions continues to operate independently, partnering with agents across the real estate industry, including agents affiliated with Anywhere brands. RESO can be contacted through its registered agent, Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.. Concierge Auctions LLC's principal business address is 228 Park Avenue S PMB 70835, New York, NY 10003.

Anywhere Marketing LLC ("Anywhere Marketing"), an indirect subsidiary of Anywhere, provides optional marketing products and services to agents affiliated with our franchisees, franchisees of the Real Estate Affiliates, and Anywhere Advisors. The materials may be created by us, our Related Parties, or through third-party vendors for sale and resale. All fees associated with the products and services are paid directly to Anywhere Marketing. Anywhere Marketing is a Delaware limited liability company and shares its principal business address with us at 175 Park Avenue, Madison, New Jersey 07940.

We may license our Marks to Anywhere Integrated Services, Guaranteed Rate Affinity, RealVitalize, and RESO for use in connection with their product offerings. In addition, we may license our Marks to third-party providers of services or products ancillary to the delivery of real estate brokerage services or to third-party providers of services or products offered to our franchisees.

Competition.

The residential real estate brokerage industry is a mature industry. You will be competing with other unaffiliated and chain-affiliated real estate brokerage offices in your market area. Some of those offices might be other CENTURY 21® offices or franchised offices of the Real Estate Affiliates or offices of our Related Parties Anywhere Advisors and NRT NY. You may face competition for independent sales associates, customers (buyers and sellers), listings, property management, and related real estate business in your market

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area from other CENTURY 21® franchisees, franchisees of the Real Estate Affiliates, Anywhere Advisors and NRT NY. We do not restrict your competition, although we encourage our franchisees to work collaboratively for the success of the System. The market for real estate services is typically the most developed in more populous areas. In resort areas, the market may be seasonal. Your ability to compete may be affected by the quality of independent sales associates, the location of offices, the services provided to independent sales associates, the number of competing offices in the vicinity, including competing offices operating under different business models, affiliation with a recognized brand name, community reputation and other factors. Your success may also be affected by national, regional and local economic conditions.

Laws Applicable to the Real Estate Brokerage Business. Each of the states in which we grant franchises has laws and regulations governing the operation of a real estate brokerage office. You will be required by those laws and by your Franchise Agreement to comply with all regulatory requirements in your market area. An individual must be licensed by the state as a real estate broker before that person may provide real estate brokerage services. You should consult with the appropriate state licensing authority before entering into a Franchise Agreement. There will also be other laws and regulations, including federal laws like the Real Estate Settlement Procedures Act ("RESPA"), that may impact many important ways that you do business, including how you represent your clients and customers, your client agreement provisions, your real estate license, your relationship with independent sales associates, how you handle your accounting and your revenues, what fees you may charge and with whom they can be split, if any, how you advertise and how you hold yourself and your independent sales associates out to the public. Additionally, there has recently been significant litigation and regulatory scrutiny regarding the manner in which commissions are communicated, negotiated or paid that may affect your operations in the future. We urge you to familiarize yourself with these laws, regulations and related litigation by asking a legal advisor or an appropriate state agency about them. Some states may have home protection, home warranty, residential service contract or insurance laws and regulations.

ITEM 2. BUSINESS EXPERIENCE

President and Chief Executive Officer, Anywhere Brands and Anywhere Advisors: Susan Elizabeth Yannaccone

Ms. Yannaccone was appointed President and Chief Executive Officer of Anywhere Brands on November 30, 2020, and in January 2023, Ms. Yannaccone was also appointed President and Chief Executive Officer of Anywhere Advisors. In this combined role, Ms. Yannaccone is responsible for overseeing both company-owned brokerage and franchise operations for us and the Real Estate Affiliates. Prior to these appointments, Ms. Yannaccone served as Regional Executive Vice President for Anywhere Advisors from March 2018 to November 2020, and as President and Chief Executive Officer of ERA from September 2016 to March 2018.

Chief Financial Officer, Anywhere Brands and Anywhere Advisors: Roger Favano

Mr. Favano was appointed Chief Financial Officer of Anywhere Brands in February 2018. Prior to joining Anywhere Brands, Mr. Favano served, and continues to serve, as the Senior Vice President and Chief Financial Officer for Anywhere Advisors since August 2017. Mr. Favano is responsible for the financial operations, including collection, reporting, budgeting and various operational issues for us, Anywhere Advisors and the Real Estate Affiliates. Mr. Favano may also be appointed to hold the same position (or similar positions) with other of our Related Parties.

President and Chief Executive Officer, Anywhere Franchise Brands: Elisabeth Gehringer

Ms. Gehringer was appointed to President and Chief Executive Officer of Anywhere Franchise Brands' division of Anywhere Brands in March 2023, where she oversees the franchise operations and franchise sales enablement function of us and the Real Estate Affiliates of Coldwell Banker, Coldwell Banker Commercial, BHGRE, and ERA. Prior to this appointment, Ms. Gehringer served as President of Coldwell Banker and Coldwell Banker Commercial from December 2021 to March 2023, and their Chief Operating Officer from October 2018 to March 2023. Prior to serving in these roles, Ms. Gehringer served as Chief Ethics and Compliance Officer for Anywhere from January 2006 to September 2018.

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President and Chief Executive Officer: Michael Miedler
Mr. Miedler was appointed our President and Chief Executive Officer in March 2019. Prior to this appointment, Mr. Miedler held several positions with us. He served as our Chief Growth Officer from March 2018 to February 2019 and Senior Vice President, Franchise Sales from October 2012 to March 2018, Managing Director.

Chief Operating Officer: Greg Sexton
Mr. Sexton was appointed our Chief Operating Officer in September 2020. Prior to this appointment, Mr. Sexton served as Chief of Business Services for Anywhere Brand's dedicated team providing shared services to the Real Estate Affiliates from February 2018 to August 2020. Prior to this role, Mr. Sexton served as our Chief Operating Officer from February 2013 to February 2018.

Senior Vice President of Franchise Sales: Mark Westphale
Mr. Westphale was appointed our Senior Vice President of Franchise Sales in February 2021. Prior to this appointment, Mr. Westphale served as our Senior Vice President, Chief Growth Officer from October 2019 to January 2021, and as our Senior Vice President, Franchise Sales from January 2018 to October 2019. Prior to this position, Mr. Westphale served as our Managing Regional Vice President from January 2012 to December 2017.

National Vice President, Field Services: Christy Torian
Ms. Torian was appointed our National Vice President, Field Services in February 2022. Prior to this position, Ms. Torian served as our Vice President, Growth & Development from October 2019 to February 2022 and as our Vice President, Growth & Engagement from September 2009 to September 2019.

Chief Marketing Officer, Anywhere Franchise Brands: David Marine
Mr. Marine was appointed Chief Marketing Officer of Anywhere Franchise Brands' division of Anywhere Brands in January 2024, where he serves as the Chief Marketing Officer for us and the Real Estate Affiliates of Coldwell Banker, Coldwell Banker Commercial, BHGRE, and ERA. Prior to this appointment, Mr. Marine served as Senior Vice President, Marketing for Coldwell Banker from May 2017 to December 2023.

ITEM 3. LITIGATION

A. Pending Litigation Against Us.

1. Century 21 Real Estate, LLC v. Quality Homes Network LLC d/b/a Century 21 Legacy, and Jamie Skeen (Case No. 2:23-CV-9850, United States District Court for the District of New Jersey) On July 27, 2023, we filed a complaint against the defendants, a franchisee and its owner, in the Superior Court of New Jersey, Law Division, Morris County (Case No. MRS-L-1302-23). Our claims included reformation to correct a scrivener's error regarding the royalty rate on a recent addendum to the franchise agreement, and breach of the confidentiality provisions of the franchise agreement. On August 24, 2023, the defendants filed a notice of removal to federal court and on September 14, 2023, the defendants filed an answer and counterclaim. Defendants claimed we failed and refused to pay amounts allegedly due under the erroneously drafted addendum. Defendants asserted three causes of action: 1) breach of contract, 2) declaratory judgment, and 3) breach of covenant of good faith and fair dealing. On October 19, 2023, we filed a partial motion to dismiss as to redundant count 2 (declaratory judgment) and count 3 (breach of the covenant of good faith and fair dealing). In lieu of opposing the motion to dismiss, on November 6, 2023, the defendants filed a first amended counterclaim dropping counts 2 and 3. On November 20, 2023, we filed an answer to the first amended counterclaim denying defendants' allegations. We maintain that the addendum does not accurately represent the terms the parties agreed to because of mutual mistake. On September 12, 2024, we stipulated and agreed to dismiss our second cause of action for breach of contract, and to remove Jamie Skeen as a defendant, as no further claims remained against him, individually. In a January 6, 2025 Joint Status Report, the parties confirmed completion of discovery. On January 31, 2025, plaintiff and defendant, Quality Homes Network,

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LLC, each filed Motions for Summary Judgment, both parties filed responses on February 28, 2025 and March 14, 2025, respectively. The Court denied the Motions for Summary Judgment on July 25, 2025. A Court ordered mediation is scheduled for November 4, 2025, which did not result in settlement. A pretrial conference is scheduled for February 11, 2026. We deny all allegations and will continue to vigorously defend this action.

B. Resolved Litigation Against Us.

1. Wallis Wood, Nancy Wood v. Agora, Inc. d/b/a Agora Publishing, Inc., Agora Travel, LLC, Century 21 Real Estate LLC, Barbara Perriello, (Case 16-2014-CA-003080, Judicial Court, Fourth Judicial Circuit, Duval County, Florida). On May 13, 2014, plaintiff filed an amended complaint alleging fraud, civil conspiracy to defraud, promissory estoppel, and violation of interstate land sales full disclosure act, related to the plaintiff's purchase of property in Honduras. The matter settled in July 2016 with a $10,000 payment to us and a release of claims. Plaintiff voluntarily dismissed the action against us on August 15, 2016.

2. Century 21 Real Estate LLC v. MW Enterprises, Inc. d/b/a Century 21 Shoreland, Amy Massey-Weider, and Matthew Weider, (Case No. MRS-L-1176-15, Superior Court of New Jersey, Law Division: Morris County). On May 14, 2015, we filed suit against the former franchisee and its owners asserting the following claims: breach of contract (franchise agreements), breach of contract (guaranties), unjust enrichment and audit demand/accounting. On July 29, 2015, we filed our First Amended Complaint, which asserted additional claims for trademark infringement, false designation of origin, false advertising, trademark dilution, common law unfair competition and anti-cybersquatting consumer protection. On or about September 1, 2015, the former franchisee and its owners served us with an Answer to Amended Complaint, Counterclaim and Demand for Trial by Jury, but the Court did not mark the Answer filed until November 18, 2015. In their Counterclaim, the former franchisee and its owners alleged breach of contract and Consumer Fraud Act violation. On or about October 5, 2015, we filed our Answer to the Counterclaims. On March 4, 2016, the Court entered an Order granting our motion to strike and dismiss former franchisee and its owners' Answer and Counterclaim without prejudice for failure to provide discovery. This matter settled on September 1, 2016, with the former franchisee agreeing to pay us $50,000 over six months.

3. Jorge Valdes, individually and on behalf of all others similarly situated v. Century 21 Real Estate LLC, (Case No. 2:19-cv-05411, United States District Court for the District of New Jersey). On February 11, 2019, plaintiff filed a putative class action against us on behalf of himself and others similarly situated who allegedly received unsolicited autodialed calls without express written consent, and unsolicited telephone sales calls from agents affiliated with CENTURY 21® franchisees, while those telephone numbers were on the National Do Not Call Registry. On April 16, 2019, plaintiff amended his complaint with claims on behalf of an autodialed no consent class, a Do Not Call registry class and an Internal Do Not Call class. Plaintiff specifically claimed that we violated the TCPA through the learning materials and preferred vendor relationships we provide to our franchise system members. Plaintiff sought class certification, an award of actual and/or statutory damages under the TCPA for himself and the classes, costs, a declaration that our actions violate the TCPA, and injunctive relief. On December 29, 2020, the parties entered into a settlement with the individual plaintiffs in both this action, and the Valdes action filed against our affiliated company, Coldwell Banker Real Estate LLC (Case No. 2:19-cv-02822, United States District Court for the Central District of California), for a combined amount of $200,000. The settlement was paid on December 30, 2020, and the court entered the order of dismissal on January 28, 2021.

4. Darshan Dave, individually and on behalf of all others similarly situated v. Century 21 Real Estate LLC, Century 21 The Harrelson Group, Greg Harrelson, and Ibrahim Safa, (Case No. 4:20-cv-00840, United States District Court for the District of South Carolina). On January 28, 2021, plaintiff filed a putative class action against us on behalf of himself and others similarly situated who allegedly received, without express written consent, unsolicited pre-recorded, autodialed sales calls from an agent affiliated with a CENTURY 21® franchisee, while those telephone numbers were on the National Do Not Call Registry. Plaintiff specifically claimed that we violated the Telephone Consumer Protection Act ("TCPA") and the South Carolina Telephone Privacy Protection Act ("SCTPPA") through the learning materials we provided to our franchise system members. Plaintiff sought class certification, an award of actual and/or statutory damages under the TCPA and

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SCTPPA for himself and the classes, costs, a declaration that our actions violate the TCPA and SCTPPA, and injunctive relief. We filed a motion to dismiss on March 19, 2021. On September 15, 2021, the court entered an order granting our motion to dismiss.

C. Other Pending Litigation.

1. Christopher Moehrl, individually and on behalf of others similarly situated v. The National Association of Realtors, Realogy Holdings Corp., HomeServices of America, Inc., Re/Max Holdings, Inc., and Keller Williams Realty, Inc., (Case No. 1:19-cv-01610, United States District Court for the Northern District of Illinois). On March 6, 2019, plaintiff, Christopher Moehrl, filed a putative class action against Anywhere and the other named defendants. Plaintiff claims that the defendants engaged in a continuing contract, combination, or conspiracy to unreasonably restrain trade and commerce in violation of Section 1 of the Sherman Act, because defendant The National Association of Realtors ("NAR"), established mandatory anticompetitive policies for the MLSs and its member brokers regarding the setting and payment of the buyer broker commission. Plaintiff further alleges that the defendant franchisors conspired with NAR by requiring their respective franchisees to comply with NAR's policies and Code of Ethics. Plaintiff seeks a permanent injunction enjoining the defendants from requiring sellers to pay the buyer broker or to otherwise restrict competition among buyer brokers, an award of damages and/or restitution, including treble damages with joint and several liability, attorneys' fees and costs of suit. On April 15, 2019, a related case was filed in the same district against the same defendants, making similar claims and seeking similar relief on behalf of the same potential class. The related case is captioned Sawbill Strategic, Inc. v. The National Association of Realtors, HomeServices of America, Inc., Keller Williams Realty, Inc., Realogy Holdings Corp., and Re/Max Holdings, Inc. (Case No. 1:19-cv-02544, United States District Court for the Northern District of Illinois). On May 17, 2019, Anywhere and the other defendants filed Motions to Dismiss the Moehrl matter. On June 14, 2019, plaintiffs in the Moehrl and Sawbill matters filed a Consolidated Amended Class Action Complaint, which consolidated the two Illinois actions and added certain additional plaintiffs and defendants. On August 9, 2019, Anywhere and the other defendants filed Motions to Dismiss the consolidated complaint and on October 2, 2020, the Court denied NAR's and other defendants' motions to dismiss, and the parties began conducting discovery. In a separate Department of Justice ("DOJ") investigation into NAR, on November 19, 2020, the DOJ simultaneously filed a complaint against NAR and a proposed equitable settlement that requires NAR to repeal and modify certain of its rules and policies, including certain MLS rules and policies that are the subject of plaintiffs' allegations. The defendant franchisors are not the subject of the DOJ investigation or defendants in the DOJ complaint. Plaintiffs' motion for class certification was filed on February 23, 2022. Defendants filed their opposition on June 14, 2022, plaintiffs filed their reply on August 22, 2022, and on March 29, 2023, the Court granted the motion for class certification. with two classes certified, a damages class and an injunctive class. The damages class covers sellers of residential real estate (with certain exemptions) who paid a commission to a brokerage affiliated with any franchisor defendant from March 6, 2015 through December 21, 2020 in 20 MLSs in various parts of the country that do not overlap with the Burnett MLSs and that include approximately five of the country's ten largest MLSs, estimated to cover approximately 3.5 million transactions. The injunctive class covers current and future sellers of residential real estate (with certain exceptions) who are presently listing or will in the future list their home for sale in one of the 20 MLSs. Fact discovery was completed on December 9, 2022. On April 12, 2023, Anywhere and the other defendants filed a petition with the United States Court of Appeals for the Seventh Circuit (the "Seventh Circuit") to pursue an interlocutory appeal of the decision on class certification, which the Seventh Circuit denied on May 24, 2023. On October 5, 2023, Anywhere entered into a nationwide Settlement Agreement with the Moehrl and Burnett plaintiffs for $83.5 million (the "Anywhere Settlement Agreement"). In exchange for monetary, injunctive, and cooperation commitments outlined in the Anywhere Settlement Agreement, plaintiffs and the "Settlement Class" agree to release and discharge Anywhere and its respective subsidiaries, related entities, affiliated franchisees, and independent contractors, from any and all claims arising from or relating to conduct that was alleged or could have been alleged in the Moehrl and Burnett actions based on any or all of the same factual predicates for the claims alleged in the Moehrl and Burnett actions, including but not limited to commissions negotiated, offered, obtained, or paid to brokerages in connection with the sale of any residential home. On November 20, 2023, the Court granted the motion for preliminary approval of the Anywhere Settlement Agreement. The Court granted final approval of

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the Anywhere Settlement Agreement on May 9, 2024. The final approval has been appealed by several parties and is currently pending in the Eighth Circuit Court of Appeals.

2. Scott and Rhonda Burnett, Ryan Hendrickson, Jarod Breit, Scott Trupiano, and Jeremy Keel, on behalf of themselves and all others similarly situated v. National Association of Realtors, Realogy Holdings Corp., HomeServices of America, Inc., BHH Affiliates, LLC, HSF Affiliates, LLC, Re/Max LLC and Keller Williams Realty, Inc., (Case No. 4:19-cv-00332-SRB, United States District Court for the Western District of Missouri). On April 29, 2019, this related case was filed in the United States District Court for the Western District of Missouri, against the same defendants as in the Moehrl case, making similar claims and seeking similar relief, including an award of damages and/or restitution, including treble damages, with joint and several liability, attorneys' fees and costs of suit, on behalf of plaintiffs in Missouri and Kansas. On June 21, 2019, plaintiffs filed an amended Complaint. In addition to the Sherman Act federal claims asserted in the Moehrl litigation, the Burnett plaintiffs also allege violations of the Missouri Merchandising Practices Act and state antitrust laws and seek an award of damages and/or restitution, punitive damages, attorneys' fees and costs of suit, and a permanent injunction enjoining the defendants from requiring home sellers to pay buyer-broker commissions or from otherwise restricting competition among brokers. On July 10, 2019, defendants in the Missouri case filed two Motions to Transfer to the Northern District of Illinois. Those motions were denied on August 19, 2019 and August 22, 2019, respectively. On August 5, 2019, Anywhere and the other defendants filed Motions to Dismiss, which were denied on October 16, 2019. On November 13, 2019, defendants' Answers were filed, and the parties began conducting discovery. On April 1, 2020, defendants filed a Motion to Stay Proceedings for 60 days due to COVID-19, but the Court denied the motion on April 7. In a separate DOJ investigation into NAR, on November 19, 2020, the DOJ simultaneously filed a complaint against NAR and a proposed equitable settlement that requires NAR to repeal and modify certain of its rules and policies, including certain MLS rules and policies that are the subject of plaintiffs' allegations. The defendant franchisors are not the subject of the DOJ investigation or defendants in the DOJ complaint. Plaintiffs filed their motion for class certification on May 24, 2021. Mediation took place on June 29, 2021 but was unsuccessful. On June 30, 2021, plaintiffs filed a Second Amended Complaint, dropping one of the original named defendants, The Long & Foster Companies, Inc., two of the original named plaintiffs, Joshua Sitzer and Amy Winger, and adding three new proposed class representatives. Plaintiffs also revised the class definition by limiting it to sellers who used a listing broker affiliated with one of the defendants. On November 12, 2021, defendants filed opposition to the class certification and plaintiffs' reply was filed on January 28, 2022. On April 22, 2022, the Court granted class certification of home sellers who from April 29, 2015 to present, used a listing broker affiliated with one of the franchisor defendants in four MLSs that primarily serve the State of Missouri, estimated to cover over 310,000 transactions. The class for the alleged violations of the Missouri Merchandising Practices Act includes Missouri residents only commencing on April 29, 2014. On May 6, 2022, plaintiffs filed a Third Amended Complaint which adds plaintiffs for the MLSs where there previously was no named representative, and defendants filed their answers on May 20, 2022. Defendants filed their motions for summary judgment on August 29, 2022, plaintiffs filed their consolidated opposition on October 10, 2022, defendants filed their replies on November 7, 2022, and the motions were heard at oral argument on November 17, 2022. The Court denied Defendants' motions for summary judgment on December 16, 2022. On December 30, 2022, defendants petitioned the Court to certify the order for immediate appeal. Plaintiffs filed their opposition to the motion to certify on January 13, 2023, and defendants filed their reply on January 27, 2022. The Court denied the motion to certify on January 27, 2023. On December 1, 2022, Anywhere filed a motion for continuance of the scheduled February 21, 2023 trial date, which was granted by the Court on December 13, 2022. This case went to trial on October 16, 2023, with all defendants except the Anywhere defendants and Re/Max LLC. On October 5, 2023, Anywhere entered into the nationwide Anywhere Settlement Agreement with the Moehrl and Burnett plaintiffs for $83.5 million. The Court granted final approval of the Anywhere Settlement Agreement on May 9, 2024. The final approval has been appealed by several parties and is currently pending in the Eighth Circuit Court of Appeals. For more information about the Anywhere Settlement Agreement, see the Moehrl litigation disclosure immediately above in this Item 3.

Copycat Antitrust Cases: Since October 2023, dozens of copycat antitrust lawsuits with similar or related claims, seeking similar relief on behalf of the same potential class, were filed against various real estate

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