



MARKETING & REVENUE SHARE AGREEMENT

Brokerage Name: _____

Brokerage Email Address (For Reporting Leads): _____

Lead Generator: Fortune Cookie Consulting, Ltd. ("FCC"), of: 5355 Avenida Encinas, Suite 203 Carlsbad, CA 92008, a lead generation company & software services company.

Qualified Intermediary: 1031 Exchange Advantage®, a trade name of 1031 EA, LLC ("QI"), of 5355 Avenida Encinas, Suite 203 Carlsbad, CA 92008, a qualified 1031 exchange intermediary.

Pursuant to this Marketing and Referral Agreement ("Agreement"), Broker will market potential 1031 straight deferred exchange (an "Exchange") customers ("Customers") for QI, in consideration for a gross revenue share to be paid by FCC, based on completed resulting Exchanges (the "Revenue Share"). Broker's marketing services will be provided through the relationships and contacts of Broker's real estate agents and brokers (the "Channel Partner Services").

What We Do:

We Provide Broker with 1031 Questionnaire/Disclosure to be implemented in Broker's listing disclosure process, and used to identify potential 1031 exchange scenarios/prospects. When listings are identified where a 1031 Exchange may be of value, our 1031 Specialists consult with Agent and/or Client. If Client elects to engage our intermediary services, we create required 1031 Exchange documentation and accommodate their 1031 exchange(s). To track these exchanges, we provide the Broker a custom URL (Ex. www.SellTaxFree.com/BrokerageName) where Broker will direct Agents/Teams to sign up their Clients/Prospects. We also invest resources to support and educate your Agents with webinars, consultations, educational videos, and even marketing content and resources.

What You Do:

Broker agrees to integrate the SellTaxFree.com™ 1031 Questionnaire/Disclosure into its' required disclosure paperwork. Broker then agrees to introduce the program at a kick-off event/webinar to the top 10% (by transaction sides, or dollar volume) of Agents/Teams in the Brokerage, and to compensate those top 10% with half (50%) of the revenue-share paid to the Broker on exchanges generated by each of those Agents/Teams, respectively. To track these exchanges; (a) Broker will provide us a list of those Agents/Teams, (b) we will create custom URLs for each Agent/Team for tracking purposes (Ex. www.SellTaxFree.com/BrokerageName/AgentName), (c) Agents/Teams will be instructed by Broker to sign up Clients/Prospects with their personally-coded links in order to be paid.

For the remaining 90% of Agents, revenue-share splits are the decision of the Broker, but the revenue-share splits *recommended* by SellTaxFree.com™ to increase program adoption and sales conversion, are outlined below:

- Agents/Teams in the top 20% (by transaction sides, or dollar volume) earn 40% of revenue-share paid to Broker on exchanges generated by each of those Agents/Teams, respectively.
- Agents/Teams in the top 30% (by transaction sides, or dollar volume) earn 30% of revenue-share paid to Broker on exchanges generated by each of those Agents/Teams, respectively.
- All other Agents/Teams shall receive 20% of revenue-share paid to Broker on exchanges generated by each of those Agents/Teams, respectively.

What Your Agents/Teams Will Do:

In conjunction with the disclosure process, Agents/Teams associated with Broker will be able to sign up on SellTaxFree.com/Agent to create personalized landing pages that can be used for lead qualification in a CMA-format, and/or lead generation efforts. Broker agrees to encourage it's Agents to use the landing page to pre-qualify Clients or prospects, as a way to add value to the Consumer and identify 1031 exchange prospects as early on as possible. Each page will have a unique-identifier code (Ex. www.SellTaxFree.com/Agent/JohnAgent) for tracking purposes, so that Clients who sign up for information, or use the page for property qualification, will be tracked and reported to the Agent. We will track and report if a new or existing Client elects to set up a consultation with us after having used the qualification tool on the landing page, so that Agents/Teams are aware of the Client's decision to move forward. We will also notify the Agent/Team if a client has pre-qualified but has not scheduled a consultation, so that the Agent/Team can prompt the Client/Prospect to do so.

Dotloop Transaction Management System Integration (Optional)

If Broker elects to use a Transaction Management System (Dotloop) as a pre-qualification tool, Broker will encourage Agents or their Transaction Coordinator's to set consultations for Clients when a property qualifies.

What We Pay Broker:

As full compensation for channel partner services rendered pursuant to this agreement, Broker shall receive 50% of the fee revenue generated on referred exchanges (Exchange Fee), and 50% of the interest income generated on referred exchanges based on a rate of 1.25%, after any interest/refunds/price adjustments are paid to Client. If the Federal Funds rate is lowered by the Federal Reserve, the revenue-share shall be reduced. Revenue-share is paid at the end of each exchange (Day 180), respectively. We may elect to make payments in advance of the end of the exchange period towards any balance due or to be due under this revenue share agreement. Broker must notify us of any reverse or improvement exchange(s) that have been originated in order to earn revenue-share on same. Revenue-share payable to Broker may be shared by Broker only with its' Agents/Teams, on terms determined by Broker, other than the 50-50 split agreed to for the top 10% (by transaction sides, or dollar volume) of Agents/Teams in the Brokerage outlined above.

General Matters:

1. If Broker/Agents/Teams do not use Broker's/Agent's/Team's custom URL to register Clients/Prospects, Broker must provide notification and/or documentation of referral to us in order to be paid revenue share.
2. Broker agrees not to refer 1031 exchanges to any exchange firms other than 1031 EA, LLC during the term of this agreement.
3. If Broker terminates this agreement, Broker will give us prior written notice of not less than 60 days.
4. Broker shall have no authority to bind 1031 EA, LLC or FCC during this agreement.
5. During this agreement, FCC grants Broker a royalty free license to use its trade name(s), TaxSaver Network, SellTaxFree.com™, 1031 Exchange Advantage®, 1031 EA, LLC, and the respective logos for each.
6. Broker will comply with all state and Federal Regulations and provide us a W-2.
7. Broker represents they are licensed real estate firm in good standing with all regulatory agencies and organizations that govern Broker's licensing.
8. The term of this agreement shall be ongoing unless terminated by the parties with 60 days written notice from either party, or amended by both in writing.

Brokerage Dated:

FCC: Dated:

1031 EA, LLC (QI) Dated:

By:

By: SIGNED

By: SIGNED

Name of Broker Rep.

David P. Greenberger, Pres.

David P. Greenberger, Mngr.