



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, attached herewith, 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 also agrees to promote its own Corporate, co-branded landing page and understands that leads for same will be directed to the email above unless FCC is otherwise notified by Broker. Broker will be notified when Clients qualify on the landing page, and will encourage clients who qualify to schedule consultations.

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 (Rather, a similar URL that includes the Brokerage's name will be created for tracking purposes) to create personalized landing pages that can be used for lead qualification in a CMA-format, and/or lead generation efforts. Broker will be supplied with co-brandable infographics that explain the program to its' Agents, and that Agents can use to explain the program to Clients and/or Prospects.

Broker agrees to encourage its' Agents to use the landing page and the infographic collateral marketing materials 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.

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.

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-9.
7. Broker represents they are a 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.
9. Broker may act as an influencer, once the program is successful, and recommend our services to other leading prospective brokerages within Broker's sphere of influence (Trade Groups, Franchisors/Franchisees if applicable, etc.). In return for said marketing affiliations or referred brokerages who enter into an agreement with FCC, for said referrals, FCC agrees to pay Broker a revenue-share override (after client interest, if any) on the activity of said other "prospective" brokerages introduced by Broker. When the first prospective broker is interested, at the option of Broker, FCC agrees to enter into an Influencer Agreement with Broker for same and other referrals.

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.