

EXHIBIT C

Termination and Revocation of Network Charter

The parties may terminate the Agreement in accordance with the following:

1) Termination by National Women's Council of REALTORS®:

- a. The National Women's Council of REALTORS® may terminate this Agreement if the Network:
 - i. is in material breach of the Agreement;
 - ii. has taken any action that the National Women's Council of REALTORS® believes, in its reasonable discretion, may damage the goodwill of the National Women's Council of REALTORS®; or
 - iii. fails to follow the National Women's Council of REALTORS® administrative procedures.
- b. If the National Women's Council of REALTORS® wishes to terminate the Agreement, the National Women's Council of REALTORS® shall adhere to the following procedure:
 - i. The National Women's Council of REALTORS® shall work with the Network's state network, state Governor and/or Regional Vice President to determine whether the Network has materially breached the Agreement.
 - ii. The National Women's Council of REALTORS® will direct the Network's state network, state Governor and/or Regional Vice President to initially work with the Network informally to resolve the Network's material breach.
 - iii. If such efforts to resolve the Network's material breach is unsuccessful, as determined in the National Women's Council of REALTORS® sole discretion, the National Women's Council of REALTORS® will provide the Network with a formal notice of termination, identifying the Network's Material Breach within between Seven (7) and fourteen (14) days ("Cure Period") depending on the nature of the breach and as determined in National Women's Council of REALTORS® sole discretion.
 - iv. If the Network does not cure its breach within the Cure Period, the National Women's Council of REALTORS® shall provide the Network with a written notice of revocation of the Network's charter ("Notice of Revocation"), which shall take effect within fourteen (14) days of receipt, unless the National Women's Council of REALTORS® receives a notice of appeal from the Network.
 - v. The Network has fourteen (14) days from the date of receipt of the National Women's Council of REALTORS® Notice of Revocation to appeal.
 - vi. If the Network appeals the Notice of Revocation:
 - a. The Network shall have the opportunity to present its appeal to a hearing committee, which shall be comprised of three (3) members of the National Women's Council of REALTORS® Executive Committee and shall include at least one (1) national leadership team member ("Hearing Committee").
 - b. The Network, in its discretion, may choose to present its appeal in writing, face-to-face electronically, or in-person only if the National Women's Council of REALTORS® Executive Committee is meeting within one (1) month of the date the National Women's Council of REALTORS® receives the Network's appeal.

- c. The decision of the Hearing Committee is final, and not subject to further appeal.

2) Termination by Network:

- a. The Network may terminate the Agreement, and thereby surrender its charter, at any time during the Term of the Agreement by providing thirty (30) days written Notice to the National Women's Council of REALTORS®.
- 3) If terminated or revoked the Network must work with the National Women's Council of REALTORS® to dissolve the Network, including by complying with the Networks' Bylaws provision Article XIV.