



FRANCHISE DISCLOSURE DOCUMENT

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NextHome, Inc. offers franchises for the operation of real estate brokerage offices under the *NextHome*® name and mark, which specialize in the sale and leasing of residential and commercial properties as well as other real estate-related activities.

The total investment necessary to begin operation of a NextHome franchise ranges from \$15,250 to \$214,095. This includes an initial franchise fee that must be paid to the franchisor of \$4,250 for a 1-year franchise term or \$8,500 for a 5-year franchise term.

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 payments to, the franchisor or an affiliate in connection with the proposed franchise sale. **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, such as 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 may contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You may 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.

ISSUANCE DATE: December 28, 2020

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 Exhibit D.
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 C 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 NextHome 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 a NextHome franchisee?	Item 20 or Exhibit D 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.

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.

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 and/or litigation only in California. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in California than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum monthly payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Spousal Liability.** 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 document will place both you 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.

NOTICE APPLICABLE TO FRANCHISES IN 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.

(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 that 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, that 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 that 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 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.

(g) A provision that 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) 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 that 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: State of Michigan, Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, Michigan 48913, telephone number (517) 335-7567.

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EXHIBITS

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- C Financial Statements
- D List of Current and Former Franchisees
- E Franchise Agreement
 - Attachment 1 - State-Specific Addendum to Franchise Agreement
- F Acknowledgment at Closing

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

To simplify the language in this Disclosure Document, “NextHome” or “we” refers to NextHome, Inc., the franchisor, and “you” or “your” refers to the business entity that buys the franchise. “5% Owners” refers to all holders of a direct or indirect equity interest in you of 5% or more. “Owners” refers to all holders of a direct or indirect equity interest in you. “Related Parties” refers to all people and entities associated with you, including, general partners, limited partners, shareholders, members, companies in which you have a controlling interest, companies in which any person or company owning a controlling interest in you also has a controlling interest, as well as your and their respective officers and directors. “Licensed Associate” means any real estate broker, Sales Manager, salesperson or their equivalent affiliated with your Office, whether active or inactive, full-time or part-time, including your Principal Broker and anyone else listed under the name of your NextHome business with the real estate licensing authority of your state. We offer franchises only to business entities and not individuals.

Our principal business address is 4309 Hacienda Drive, Suite 110, Pleasanton, CA 94588. In addition to our corporate name, NextHome, Inc., we conduct business under the name *NextHome®*. Our agents for service of process are listed on Exhibit B of this Disclosure Document.

We were incorporated in Delaware under the name “NxGen Investment, Inc.” on September 13, 2011. On January 9, 2014, we changed our name to NextHome, Inc. We have no parent companies and no predecessor that is required to be disclosed in this Disclosure Document. Other than our affiliates NextMortgage, LLC and Poladi Enterprises LLC, we do not have any affiliates that provide products or services to NextHome franchisees and none of our affiliates have ever offered franchises in any line of business. NextMortgage, LLC is an approved supplier of mortgage lending services for clients of our franchisees. Its principal business address is 3160 Crow Canyon Rd., #340, San Ramon, California 94583. Poladi Enterprises LLC does business as The Orange Appeal Store. It is an authorized supplier of branded merchandise and apparel for our franchisees. Its principal business address is 10940 Trinity Parkway, Suite C250, Stockton, California 95219.

We began offering franchises to operate real estate brokerage offices under the *NextHome®* brand in November 2014. We have never offered franchises in any other line of business and we have not operated a business of the type being franchised. We do not engage in any other business activities.

Through this Disclosure Document, we offer qualified applicants the opportunity to franchise rights to develop and operate a real estate brokerage office under the *NextHome®* brand and System (a “NextHome Office” or “Office”). We have accumulated knowledge and experience in the real estate industry on the basis of which we have developed and will continue to develop a distinctive business format and set of specifications and procedures for the operation of real estate brokerage offices using our intellectual property and trademarks, including the name *NextHome®* (“NextHome System” or “System”). The distinguishing characteristics of the System include our proprietary business methods, technical knowledge, specialized services,

proprietary products, brand concepts, operational processes, trade secrets, advertising materials and programs, marketing strategies, technology systems and products, vendor and supplier relationships, and training programs and techniques, as well as our designs, layouts, and identification schemes. We may change, improve, add to, and further develop the elements of the System from time to time.

In connection with a NextHome Office, franchisees may also sell luxury real estate using our *Casan Collection*™ brand by signing the Casan Collection Addendum to the Franchise Agreement. Under the Casan Collection Addendum, you are required to obtain and maintain a membership with the Institute for Luxury Home Marketing (the “Institute”) and complete a Luxury Online Training course offered by the Institute. You may also wish, but are not required, to become certified by the Institute as a Certified Luxury Home Marketing Specialist.

The real estate brokerage market is now undergoing important changes with the use of digital technology becoming prevalent. Your NextHome Office will use our highly integrated technology program, marketing, advertising and clean, simple branding to reach this market.

NextHome Offices are typically located in urban residential and business locations. Offices typically occupy from 500 to 3,000 square feet of space. Buyers and sellers of residential real estate comprise the market for the services obtained from NextHome Offices.

The market for the services provided by a NextHome Office is highly developed and competitive. NextHome Offices compete with other independent, chain, franchised and other real estate brokerage networks and systems providing services similar to those provided by NextHome Offices.

Real estate brokerage is a heavily regulated industry. Federal and state laws and regulations apply to numerous aspects of the business, such as licensure, statutory bonding, disclosure, employment of independent contractors, pricing, advertising, client contracts, business sales, copyright law, financing and lending, discrimination and appraisal. It is your responsibility to learn about and comply with these laws and other applicable laws in your state through resources such as government agencies, and independent attorneys and advisors. In addition, you must comply with the National Association of REALTORS® Code of Ethics.

ITEM 2. BUSINESS EXPERIENCE

All individuals disclosed in this Item are located in our Pleasanton, California offices.

James M. Dwiggins - Chief Executive Officer and Director

Mr. Dwiggins, one of our founders, has been our Chief Executive Officer and a Director since our incorporation in September 2011. Since September 2017, he has also been a member of Okane Holdings, LLC, which owns an interest in mortgage lender NextMortgage, LLC.

Tei Baishiki - Chief Operating Officer and Director

Mr. Baishiki, also one of our founders, has been our Chief Operating Officer and a Director since we were incorporated in September 2011. Since September 2017, he has also been a member of Okane Holdings, LLC, which owns an interest in mortgage lender NextMortgage, LLC.

Keith Robinson - Chief Strategy Officer

Mr. Robinson has been our Chief Strategy Officer since November 2015. Since September 2017, he has also been a member of Okane Holdings, LLC, which owns an interest in mortgage lender NextMortgage, LLC.

Imran Hassan Poladi - Vice President

Mr. Poladi has been our Vice President since October 2018. From June 2014 through September 2018, he was our Vice President of Business Development. From December 2018, Mr. Poladi has also been a Managing Member of Poladi Enterprises LLC, which does business as The Orange Appeal Store, located in Stockton, California.

Charis Noel Moreno - Vice President - Sales

Mrs. Moreno has been our Vice President - Sales since August 2014.

ITEM 3. LITIGATION

Realty World, Inc. v. NextHome, Inc. et al. (United States District Court for the Northern District of California, Case No. 4:16-cv-5761). Realty World – Northern California, Inc. (“RWNC”) became a master licensee of the Realty World brand in Northern California and portions of Nevada, beginning in November 2001. In 2014, we acquired approximately 120 franchise agreements from RWNC and became the master licensee of the Realty World brand in Northern California and portions of Nevada. Realty World provides real estate brokerage services. Certain disputes arose between us and the Realty World franchisor, Realty World, Inc. (“RWI”), in or around 2016. On October 6, 2016, RWI filed a complaint against us, James M. Dwiggin, and certain unnamed parties. On November 1, 2016, we filed an answer to the complaint and counterclaims against RWI and various related parties (“RWI Parties”), which was amended on September 8, 2017, for (i) breach of contract, (ii) violation of the Anti-Cybersquatting Consumer Protection Act (we alleged that the RWI Parties unlawfully registered 146 domain names to interfere with our business), (iii) trademark infringement and counterfeiting, (iv) unfair competition in violation of 15 U.S.C. § 1125(a)(1)(A), (v) trademark and tradename infringement, (vi) false advertising and unfair competition in violation of California Business and Professions Code §§ 17500 and 17200, and (vii) unfair competition under California common law.

Our counterclaims against RWI were based on RWI’s failure to, among other things, maintain, protect, and police the use of the *Realty World*® marks, and we also alleged that the

remaining RWI Parties unlawfully used the name “*NextHome*” in connection with the formation and/or registration of Canadian corporate entities. In our answer and counterclaims, we sought money damages (including actual, treble, and statutory damages), attorney fees and costs, injunctive relief, the transfer of the 146 domain names to us, dissolution or cancellation of the incorporation of the Canadian entities, and any other relief ordered by the court.

RWI’s complaint alleged that we breached certain terms of a Global Settlement Agreement and Mutual Release of Claims dated October 2001, that RWNC had entered into with RWI’s predecessor-in-interest, Realty World America, Inc. (“RWA”), and various related parties, and that we had breached the Master License Agreement dated November 6, 2001 (“MLA”) that we had assumed from RWNC in 2014. RWI’s complaint sought general and special damages, attorney fees and costs, injunctive relief against further alleged unlawful practices and use of the *Realty World*® marks, and any other relief ordered by the court. RWI alleged (a) trademark infringement, (b) false designation of origin, (c) breach of contract, (d) breach of the implied covenant of good faith and fair dealing, (e) intentional interference with contract, (f) intentional interference with prospective economic advantage, (g) declaratory relief, and (h) violation of California Business and Professions Code §§17500 and 17200.

On February 1, 2018, all parties entered into a Settlement Agreement and Mutual General Release. Under the Settlement Agreement, the RWI Parties are prohibited from obtaining or retaining any rights in or control over any trade or service marks anywhere in the world that contain the name “Next” together with the name “Home”, including the 146 domain names the RWI Parties allegedly registered in their name unlawfully to interfere with our business. The Settlement Agreement also provided that, in exchange for a payment of \$1,000 from RWI, we would assign our rights under the MLA and related franchise agreements to RWI effective February 1, 2020, assuming certain conditions are met. We also allowed RWI to offer and sell Realty World® franchises in the territory we were granted under the MLA in exchange for an indemnity from RWI. The Settlement Agreement also provided that all parties agreed to cease use of each other’s names and trademarks and release one another of all claims. On February 9, 2018, the court entered the parties’ Joint Stipulation for Dismissal with Prejudice and terminated the case.

Except as described above, no litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

You may operate your NextHome Office for a term of one year or five years, at your election. The financial terms will vary depending on the length of the term you elect. The initial franchise fee for a one-year term is \$4,250. The initial franchise fee for a five-year term is \$8,500. All initial fees are payable when you sign the Franchise Agreement and are uniform and nonrefundable.

If you are in good standing during the term of your Franchise Agreement and have been approved to open an additional NextHome Office (“Branch Office”), you must sign a separate Franchise Agreement for the Branch Office on our then-current form and pay us the initial franchise fee due under such agreement. If your existing Franchise Agreement has a one-year term then your Branch Office must be for a term of one-year. If your existing Franchise Agreement has a term of five-years, then your Branch Office may only be for a term of five-years. The initial franchise fee for a Branch Office with a five-year term will be reduced by 50% from the then-current initial franchise fee if you or your Owners own at least a 51% ownership interest in the entity that signs the Branch Office Franchise Agreement.

If you are operating under a Franchise Agreement with a term of one-year you may convert to a five-year term if you are in good standing under your Franchise Agreement, you sign our then-current Franchise Agreement with a term of five-years (which will begin upon expiration of your existing one-year term), you sign our then-current general release, and you pay us the then-current initial franchise fee for a five-year term less the amount that you paid us to obtain your existing Franchise Agreement with a one-year term.

ITEM 6. OTHER FEES

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Base Franchise Fee	\$100 per month	By the 10 th day of each month	This fee is payable in addition to the royalty described below.
Non-Team Royalty Fee	For each Licensed Associate affiliated with your Office who is not a member of a Team (as defined below): (a) 6% of your Adjusted Gross Income from the Licensed Associate (“Percentage Plan”); or (b) a flat monthly fee (“Flat Fee Plan”) of (i) \$190 if you have a one-year term, or (ii) \$180 if you have a five-year term.	Royalty Fees under both plans are invoiced on the 1 st day of each month and are due on the 10 th day of each month. Royalty Fees under the Percentage Plan accrue at the close of each applicable transaction. Royalty Fees under the Flat Fee Plan for each month accrue on the 1 st day of that month.	Beginning on the Start Date, you must pay us a Royalty Fee for each Licensed Associate who is not a member of a Team. Upon that Licensed Associate’s affiliation with your Office, you must report the new Licensed Associate to us and elect which of the two Plans the Licensed Associate will follow. At least one non-Team Licensed Associate must follow the Flat Fee Plan. You may only change the plan designation for a Licensed Associate if that Licensed Associate has been on his/her

Type of Fee (See Note 1)	Amount	Due Date	Remarks
			current plan for at least six months. (See Note 2)
Team Royalty Fee	For each Team affiliated with your Office: (a) \$100; and (b) for each Licensed Associate on that Team, (i) \$90 for a one-year term, or (ii) \$80 for a five-year term	Team Royalty Fees for each month are invoiced on the 1 st day of that month and are due by the 10 th day of that month.	“Team” means two or more Licensed Associates working together who report their transactions under one account in our reporting system or with the applicable Multiple Listing Service or its equivalent. Any Licensed Associate on a Team must be on the Flat Fee Plan for 6 months, regardless of whether they are on a Team or leave the Team to be an individual Licensed Associate.
Technology Fee	For each side of a transaction closed by your Office (<i>i.e.</i> , buyer and/or seller representation), \$85 if you have a one-year term or \$75 if you have a five-year term.	Invoiced on the 1 st of and due on the 10 th day of each month. Technology Fees accrue on the closing of a transaction.	For the initial term of your franchise, Technology Fees are not required in connection with transactions pending on the Start Date.
Additional Training	Our out-of-pocket costs incurred in connection with such training, including travel and related expenses	Upon invoice	If you request additional training, or if we require you to participate in additional training as a condition for curing a default under the Franchise Agreement, you must reimburse us for these costs, and we may charge you a Consulting Fee (described below).
Optional Ongoing	We may charge a fee for optional ongoing	Upon invoice	You must pay for the costs incurred by your

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Training	training. As of the date of this Disclosure Document, however, we do not charge a fee (other than the Consulting Fee, if applicable) for optional, ongoing training.		representatives in attending such training. If you have requested and we have agreed to provide training at your location or another location to which we agree to travel, you must reimburse us for all travel, lodging, meals, and other incidental expenses we incur in connection with the training and pay us a Consulting Fee (described below).
NextHome Disaster Relief Foundation Contribution	\$250 per year	On your Start Date and each year thereafter on its anniversary date	Payable only if we form the Foundation (See Note 3)
Cost of Audit	Actual expenses we incur in connection with an audit of your books and records	Upon invoice	Payable if the audit was required by your failure to report or if the audit shows an underpayment of 3% or more
Renewal Fee	\$4,250 (See Note 4)	When you sign the Franchise Agreement for the renewal term	If you have a one-year term and elect to renew for a five-year term, you must pay us the initial franchise fee we are then-charging for new five-year terms, less the amount of the initial franchise fee you paid in connection with the expiring one-year term.
Transfer Fee (See Note 5)	\$4,250	Upon notice of our consent to the proposed transfer	Our approval of a proposed transfer is conditioned on, among things, our receipt of the transfer fee. The transfer fee is in addition to the Administrative Fee (described below) that

Type of Fee (See Note 1)	Amount	Due Date	Remarks
			you must pay in connection with your request for our consent to a proposed transfer.
Administrative Fee	\$250	When you request the change	Payable for any request for a change in business name, relocation of your Office, change of Principal Broker, transfer, closure of a Branch Office, establishment or extension of a New Development Office (as defined in Item 12), or any other change requiring an amendment to the Franchise Agreement
Credit Card Processing Fees	Currently 3%	As incurred	We reserve the right to adjust this amount if credit card processing fees change.
Consulting Fee	\$200 per hour, plus reasonable cost of our travel-related expenses	Upon invoice	Charged only if you request on-site training, assistance, or consultation or we determine that such on-site assistance is necessary.
Annual Meeting Registration Fee	Up to \$899 per attendee	Before the meeting is held, as we specify	Payable only if we hold an annual meeting. If none of your representatives attend the meeting, you must still pay the annual meeting registration fee for one person within 30 days after the date of the meeting.
Interest on Late Payments	1.5% per month or the highest rate allowed by applicable law, whichever is less	Upon invoice	Payable only on payments not received when due

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Fee for Late Payment or Reporting Deficiency	\$50 per month for each late payment or reporting deficiency; \$100 per month for each unreported Licensed Associate	Upon demand	Payable in addition to any interest or other charges that may be due to us for late payment or non-reported matters
Declined Payment Charge	\$50 or our actual expense, whichever is more	Upon demand	Payable if a payment to us is declined by your bank. Payable in addition to any late payment fee and interest due on late payment.
Insurance	Cost of the premium plus a reasonable procurement fee	Upon demand	Payable only if you fail to maintain the minimum insurance we require and we choose to procure the required insurance for you.
Licensed Associate Business Cards	Our costs and expenses	As incurred	If any of your Licensed Associates fails to order business cards from our designated supplier within 15 days after the commencement of her/his affiliation with your Office, we will have the right (but not the obligation) to order business cards on behalf of the Licensed Associate and invoice you for our costs and expenses.
Multiple Listing Service (MLS) Fees	Our costs	Upon invoice	You must reimburse us for any pro-rata (as determined by us) fees that the applicable MLS charges us for its services. MLSs vary in the amount and timing of fees charged for their services, and it is your responsibility to investigate the nature of

Type of Fee (See Note 1)	Amount	Due Date	Remarks
			such fees for your local MLS. While it is our intention to pass-through our MLS fees to you, because of the varying fee structures of MLSs, it may be the case that the fees we charge you exceed our actual costs in maintaining the applicable MLS.
Liquidated Damages	<p>\$3,480, if a Franchise Agreement with a one-year term is terminated before the Start Date; or</p> <p>\$16,800 if a Franchise Agreement with a five-year term is terminated before the Start Date; or</p> <p>The sum of the average of each recurring monthly fee and charge assessed from the Start Date multiplied by the number of months remaining in the term, if a Franchise Agreement is terminated after the Start Date</p>	Upon termination of the Franchise Agreement	Liquidated damages are payable only if the Franchise Agreement is terminated by you for convenience, or it is terminated by us after you default under the Franchise Agreement.

Notes:

- These fees are payable to us, are not refundable and are uniformly applicable to all franchisees.
- Transactions pending on the Start Date are not subject to the Percentage Plan if you are in the initial term of your Franchise Agreement. "Adjusted Gross Income" means all consideration of any kind before splits, expenses or other outlays earned, due or received by you or any of your Licensed Associates in connection with a transaction for which a real estate license is required, including (a) cash, commissions, referral fees, commission notes, promissory notes, securities and interests in real estate investment entities, and (b) all income from auctioneering, property leasing, business opportunity brokerage, appraisals and the other activities, if any, allowed by the Franchise Agreement. However, Adjusted Gross Income excludes:
 - Income from property management services;

- (ii) Income from notary services, operation of a real estate school or from construction, land development or real estate investment unless the income is earned for listing, marketing or selling property through your Office;
 - (iii) Income from co-op commissions and referral fees paid to other licensed real estate firms;
 - (iv) Income that you and we have expressly agreed in advance and in writing to exclude from Adjusted Gross Income; and
 - (v) The sale or purchase of real property that you own or that is owned by one of your Licensed Associates as clearly evidenced by documentation you submit to us. This exclusion will apply only to one sale or purchase sale during any 12-month period by the concerned buyer or seller.
3. The Foundation, if formed, will assist NextHome franchisees who suffer from a natural or man-made disaster.
 4. If you have a five-year term, you may only renew for a new five-year term.
 5. While the Franchise Agreement provides that only an agreement with a five-year term is transferrable and you cannot transfer an agreement with a one-year term, if applicable law requires us to allow you to transfer an agreement with a one-year term, the transfer fee will also be \$4,250.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount (See Note 1)	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee	\$4,250 for a one-year agreement or \$8,500 for a five-year agreement	Lump sum	Upon signing Franchise Agreement except as specified in the State-Specific Addendum.	Us
Office Lease	Usually between \$1.50 and \$2.00 per square foot per month (See Note 2)	Lump sum	Monthly	Landlord or sublessor
Construction, remodeling and leasehold improvements (See Note 3)	\$0 to \$50,000	As required by contractors	As required by contractors	Architect, interior designer, landlord, general and other contractors

Type of expenditure	Amount (See Note 1)	Method of payment	When due	To whom payment is to be made
Equipment, computers, decor, furniture, fixtures, decorations, etc.	\$500 to \$25,000	As required by suppliers	As required by suppliers	Suppliers of furniture, fixtures, computers, equipment, etc.
Office supplies, brochures, stationery, etc.	\$500 to \$4,000	As required by suppliers	As required by suppliers	Vendors
Signs	\$1,000 to \$4,000	As required by suppliers	As required by suppliers	Sign suppliers
Security deposits, utility deposits, business licenses and other prepaid expenses (See Note 4)	\$500 to \$3,500	As required by suppliers	As required by suppliers	Landlord, utility companies, government agencies, etc.
Insurance	\$1,500 to \$10,000	As required by suppliers	As required by suppliers but usually payable in monthly premiums	Insurance agent or carrier
Dues, licenses and permits	\$1,000 to \$4,095	As required by agencies and organizations	As required by agencies and organizations	National Association of REALTORS®, government agencies and other professional associations you join. If you sign the Casan Collection Addendum, the high range includes \$495 to cover the current cost of membership with the Institute for one Licensed Associate.
Other pre-opening expenditures	\$1,000 to \$5,000	As required by providers	As required by providers	Attorney, accountant and other providers.

Type of expenditure	Amount (See Note 1)	Method of payment	When due	To whom payment is to be made
Additional funds required before opening and during the initial 3 to 6 months of your business operation (See Note 5)	\$5,000 to \$100,000	As required	As required	Working capital, ongoing expenses, etc.
Total Investment: (See Note 6)				
\$15,250 to \$214,095				

NOTES:

1. The amounts in this table will vary depending on whether you are establishing a new NextHome Office or are converting an existing real estate office to the NextHome system.
2. Most Offices are in urban areas and can be located in office buildings, free standing buildings, street locations or shopping centers. You may have a home office, but you cannot allow clients to visit your home office. Rents will vary depending on what additional charges are payable to the landlord and what services are provided as part of the rent. Lease-related charges can include such things as insurance, taxes, assessments, common area maintenance, heating, ventilating and air conditioning, garbage, janitorial services and similar charges. We have made no allowance on this chart for any rent that you may have to pay before your Office is open for business. The need for rent payments before opening will depend on the terms of your lease.
3. The cost of leasehold improvements can vary depending on the previous use of the space being improved, costs of labor and materials in the area, local building and other code requirements, landlord construction criteria, the amount of the landlord's contribution to leasehold improvement expenses, if any and other factors.
4. Lease security deposits normally equal 1 or 2 months' rent.
5. This estimate is based on our 5 years of experience franchising NextHome Offices and the experience of our executive officers in establishing franchised real estate offices while working for Realty World - Northern California, Inc. While these figures are based on our best estimate, we cannot guarantee that you will not have additional cash needs during this period and beyond. Your need for additional funds will depend on factors such as whether this franchise is for a new Office or for the conversion of an existing real estate office, your management skill, experience and business ability, local economic conditions, the local market for real estate brokerage services, competition, the sales level you reach during the initial period of your operation, your monthly office overhead and so forth.
6. Whether a payment is refundable is up to the individual vendors with whom you contract. No allowance has been made in this chart for any principal or interest expenses required before the opening of your Office. The need for this type of expense will vary with the terms of any financing you get in connection with your Office. We do not provide financing for any of the foregoing costs or expenses.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

As of the issuance date of this Disclosure Document, you are not required to purchase any goods or services from us but you may purchase marketing materials, a domain name, recruiting brochures and recruiting packets from us. You must purchase products that bear our name, trademarks or service marks, including yard signs, stationery, wallpaper and business cards, only from suppliers we designate. If we have designated a particular supplier as the sole source for specified goods or services for you to use or sell in your Office, you may purchase only from that supplier.

We will provide you and approved suppliers with the specifications for the products and services that must meet our requirements. However, if our specifications involve any of our trade secrets, confidential information or proprietary property, we have discretion whether to provide that information to any supplier and, if we do, under what conditions. If you execute a Casan Collection Addendum, any Licensed Associate which will represent sellers and buyers in connection with the purchase and sale of luxury real estate will be required to maintain a membership with the Institute and complete Luxury Online Training. The Institute is currently our only approved supplier for such training and certification.

If you wish to purchase any goods or services from a supplier not on our approved or designated supplier lists you must notify us in writing and, upon our request, provide us with product specifications, sample products, and/or information about the supplier. We will give you our decision about whether we approve or disapprove of the supplier within 30 days of receiving all of the information we require. If we do not approve the supplier, we will give you our reasons for withholding our approval. If you ask us to approve a supplier, you must reimburse us for any expenses we reasonably incur in inspecting the supplier's premises, checking the supplier's credentials or testing its products or services. As a condition of approving a supplier of any product that bears our name, trademarks or service marks, the supplier must sign our Approved Supplier Agreement to enable us to control the quality. To be approved, a supplier must be able to meet our minimum service levels, quality standards and comply with our Branding Guidelines as well as being able to provide its products or services nationally. We may withdraw our approval of a supplier if the supplier no longer meets our standards. If we do not respond to a request for approval of a supplier within the 30-day period, our approval will be deemed to be withheld.

Certain items that you use in your business must meet our specifications even though they do not have to be purchased from a designated or approved supplier. We will communicate our standards and specifications to you on the NextHome Intranet ("Intranet"), in the Franchisee Materials and Branding Guidelines or directly to the supplier, in our discretion.

We and our affiliates reserve the right to derive revenue, rebates, and/or other material consideration from required purchases or leases by NextHome franchisees. In our fiscal year ended September 30, 2020, neither we nor our affiliates derived revenue, rebates, or other material consideration from required purchases or leases by our franchisees.

We receive payments from certain approved and designated suppliers, calculated as a percentage of total purchases (between 3% and 25%, depending on the supplier); these franchisee

purchases are optional. We have established purchasing arrangements for favorable price terms for the benefit of all NextHome franchisees.

Your Office location must meet certain basic criteria, which we will provide to you. You must obtain our approval of the location of your Office.

You must purchase and maintain in full force and effect during the term of the Franchise Agreement that insurance that you determine is necessary, which must include at least the types of insurance and the minimum policy limits specified by us in the Franchisee Materials or otherwise in writing. Currently we require:

- (1) Errors and Omissions insurance covering you and each of your Licensed Associates with a per claim limit of not less than \$1,000,000;
- (2) a comprehensive Business Owners Policy that includes bodily injury/property damage coverage of no less than \$1,000,000 per claim/\$2,000,000 aggregate coverage;
- (3) replacement cost coverage equal to the value of your interest, including furniture, fixtures, tenants' improvements and equipment, including for home-based Offices;
- (4) business interruption coverage;
- (5) as applicable under law or statute in each state, Workers Compensation insurance per state requirements for employees (and agents where applicable); and
- (6) any other types of insurance required by applicable law.

We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice. These policies must be in place, and you must provide us with certificates of insurance evincing the required coverage and proof of payment therefor (including with respect to any renewal of such coverage), by no later than the applicable date specified by us in the Franchisee Materials or otherwise in writing. The evidence of insurance must include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to us. Each of these insurance policies must be issued by an insurance company with a rating of at least "A" by A.M. Best & Co., designate us as an additional named insured and be satisfactory to us in form, substance and coverage.

In order to ensure your compliance with our insurance requirements, we may contact your insurance brokers and/or carriers concerning your insurance coverage and, upon our request, they will provide us with copies of your insurance documents, including your policies of insurance. If you fail to obtain and maintain the required insurance coverage, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance, plus a reasonable fee for our services in procuring the insurance.

Other than approved supplier The Orange Appeal Store, in which Imran Poladi has an interest, and approved supplier NextMortgage, LLC in which James Dwiggins, Tei Baishiki and Keith Robinson own an interest through their holding company, Okane Holdings, LLC, none of our officers has an interest in any designated or approved supplier.

Of all purchases and leases for establishing your Office, we estimate that approximately 7% to 12% will be for required purchases and leases, and of all purchases and leases for operating your Office, we estimate that approximately 3% to 8% will be for required purchases and leases.

There are no purchasing or distribution cooperatives. We plan to negotiate purchase arrangements with suppliers for items used by all or most of the NextHome Offices for the benefit of all NextHome Offices. We may require that all NextHome Offices purchase certain items from a designated supplier in return for an advantageous price or other benefits being made available to NextHome Offices.

We do not provide material benefits, such as renewal or granting additional franchises, to you based on your use of designated or approved sources.

ITEM 9. FRANCHISEE'S OBLIGATIONS

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in the agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 8	Item 11
b. Pre-opening purchases/leases	Sections 6 and 8	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 6 and 8	Items 7, 8 and 11
d. Initial and ongoing training	Sections 6 and 8	Item 11
e. Opening	Section 8	Items 8 and 11
f. Fees	Section 7	Items 5, 6, 7, 11 and 17
g. Compliance with standards and policies/operating manual	Sections 3, 6 and 8	Items 8, 11, 13, 14 and 16
h. Trademarks and proprietary information	Sections 8 and 11	Items 13 and 14
i. Restrictions on products/services offered	Section 8	Items 8 and 16
j. Warranty and customer service requirements	Section 8	Not applicable
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Sections 6 and 7	Items 8, 11 and 16
m. Maintenance, appearance and remodeling requirements	Sections 8	Items 8 and 17
n. Insurance	Section 10.4	Items 6 and 8

Obligation	Section in Agreement	Disclosure Document Item
o. Advertising	Sections 6 and 8	Items 6 and 11
p. Indemnification	Sections 8, 11 and 13	Item 13
q. Owner's participation/management/staffing	Sections 8 and 9	Item 15
r. Records and reports	Sections 7 and 10	Item 6
s. Inspections and audits	Sections 7 and 8	Item 6
t. Transfer	Sections 3 and 12	Items 6 and 17
u. Renewal	Sections 5 and 7	Items 6 and 17
v. Post-termination obligations	Section 13	Item 17
w. Non-competition covenants	Section 11	Item 17
x. Dispute resolution	Sections 14.2 and 15	Item 17
y. Personal Guarantee	Section 14.8 and Attachment 7	Item 15

ITEM 10. FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, lease or obligation.

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, NextHome, Inc. is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your Office, we will:

1. Consult with you regarding the location requirements for your Office and its design and construction or, if you have an existing office you are converting to a NextHome Office, its remodeling. (Franchise Agreement Sections 6.1 and 8.2.1 – 8.2.3) Among the criteria we use in determining whether to approve your site are the physical characteristics of the location, the area in which it is located, the demographics of the area, its proximity of other NextHome Offices, traffic patterns in the area and the visibility and accessibility of the location. Before you lease your Office site, we must review and approve your Office location. (Franchise Agreement Section 8.2.1) We have no set time within which we must review and approve your site. However, we will not unreasonably withhold or delay our approval. If you do not locate a site of which we approve within 90 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you. (Franchise Agreement Section 8.2.1)

2. We do not find you an office location. It is your responsibility to find a location and submit its details to us for review and approval. You may operate your NextHome business from a home office, but you must equip and supply your home office in accordance with our standards and cannot have clients visit your home office. (Franchise Agreement Section 8.2.1) The typical length of time between the signing of your Franchise Agreement and the opening of your Office is 60-90 days. However, if you are converting an existing real estate office to a NextHome Office, it can take less time. Factors that can affect the time in which a new Office can be built and opened include the time needed to secure a location and lease, the time needed to obtain building permits, requirements of local zoning laws and other ordinances, the availability of labor and materials, the time needed to acquire and install equipment, fixtures, decor and so forth. Unless we agree otherwise, your Office must be open for business within 90 days of when you sign your Franchise Agreement. (Franchise Agreement Section 8.2.2) If it is not, then we can terminate your Franchise Agreement if you fail to open your Office within 20 days after receipt of written notice of default. (Franchise Agreement Section 13.2(b)) We must approve the opening of your Office before you may open for business. (Franchise Agreement Section 8.4.1)

3. We provide you with access to our proprietary software and Franchisee Materials on the Intranet to enable your operation of the Office in accordance with our standards. (Franchise Agreement Sections 6.2 and 8.5) Franchisee Materials may include tools for accounting, reporting, marketing, advertising, training, client relationship management, and website functionalities. To gain access to the Intranet, you must sign our Intranet Use and License Agreement, attached as Attachment 4 to the Franchise Agreement. (Franchise Agreement Section 8.6)

4. Your Principal Broker and Sales Managers must attend and complete to our satisfaction each day of our orientation program. (Franchise Agreement Section 8.3)

5. We provide you with the names and addresses of our approved and designated suppliers of specified goods and services. (Franchise Agreement Section 8.6)

Continuing Assistance

During the operation of your NextHome Office, we provide the following services:

1. We permit you to use our Marks for the operation of your NextHome Office at the Approved Location. (Franchise Agreement Section 8.1.1)

2. You will have the use of our Franchisee Materials to enable your operation of the Office and compliance with the Franchise Agreement. Unless we advise you otherwise, you must comply with the specifications and standards included in the Franchisee Materials. (Franchise Agreement Sections 6.2 and 8.5)

3. We will use commercially reasonable efforts to make our representatives available to you for consultation regarding System specifications and standards in a timely manner

at no additional charge. Subject to our availability and your payment of a Consulting Fee and our travel expenses, we may also provide on-site consultations at your Office. (Franchise Agreement Sections 7.7 and 7.12)

5. We reserve the right to conduct an annual meeting for all System franchisees at those times and places that we select and upon reasonable prior notice to you. During the meeting, we would provide System updates, offer continuing education, and encourage discussion about topics that are important to the System. We can charge up to \$899 per attendee for attending the annual meeting. If none of your representatives attend the annual meeting, you must still pay the annual meeting registration fee for one person within 30 days after the date of the annual meeting. We encourage the attendance of all Principal Brokers, Owners, and Sales Managers. Other may attend with our prior written approval. You are responsible for all travel and related expenses incurred in connection with the annual meetings. (Franchise Agreement Section 7.13)

Advertising

We do not have a formal advertising program for the System and do not have any obligation to conduct advertising. Nevertheless, we do conduct Internet-based advertising and marketing from time to time.

All advertising and promotion that you undertake, whether through conventional media, the Internet, other technology or forum, or by other means must be truthful, accurate and conform to the highest standards of ethical advertising, meet our specifications for the use of our trademarks as to artwork, lettering, color, size, construction and other criteria. Except for marketing artwork and copy that we have provided or previously approved, you must submit to us copies of all promotional and advertising materials that you propose to use at least two weeks before the proof approval deadline. You must include the name and address of your Office on all marketing and advertising materials in any medium, including web-based facilities. You must ensure that everyone affiliated with your NextHome Office meets this requirement, as well. We will not approve materials that publicize fees or commission rates for your services. We will review the materials within a reasonable time and will promptly notify you whether we approve them. (Franchise Agreement Section 8.1.5)

We have created franchise advisory committees composed of franchisees, which advise us on certain System issues, which currently include marketing, charity, technology, education, growth and culture. We reserve the right to create, modify and eliminate advisory committees and the functions they serve us and the System in our discretion. Advisory committees do not have decision-making authority for the System or Network but we engage in dialogue with committee leaders and value the opinions and feedback we receive from them. Each committee is led by a Chair and Vice Chair who each serve for a one-year term and are elected by NextHome franchisees, with each franchisee having one vote.

We do not have any regional advertising cooperatives.

Computer Systems

We do not require you to use any particular computer system as long as your system is capable of maintaining accurate records of your Office's operation, running our proprietary software and connecting to the Internet. (Franchise Agreement Section 10.1 and 10.3) You should also purchase a printer and any additional equipment you need to access the Internet and operate your Office. We will provide you with access to our Intranet and license to you, at no additional charge, our proprietary software hosted on our Intranet to enable you to use certain aspects of the System, which may include accounting, reporting, client relationship management, and website functionalities. You must use our proprietary software to connect with our computer system and to maintain your records, make reports to us, receive our billings and allow communications between us. When you sign the Franchise Agreement you must also sign our Intranet Use and License Agreement, attached as Attachment 4 to the Franchise Agreement. (Franchise Agreement Section 6.2) If you are purchasing new computer equipment, we estimate your costs for new computers and other software for your Office will run between \$1,000 and \$10,000, depending on the number and type of equipment you buy. If you are converting an existing real estate office to a NextHome Office, you may already have all of the computer equipment and software you need.

While you are not required to, we recommend that you, obtain a maintenance contract on your hardware and software. We estimate the costs of such contracts should run between \$180 and \$500 per month, but they may be more depending on the number of computers, the nature of your system and the types of software you employ.

If, after the date of your Franchise Agreement, we require that you use any particular type of computer or other electronic equipment or any different or additional software programs, you are required to comply with our requirements and specifications. The cost of the items we require will be comparable to other items of similar quality that are available on the open market. We may be the sole supplier of proprietary software for use in NextHome Offices. There are no contractual limitations on the cost or frequency of these requirements.

You agree in the Franchise Agreement that we can have access to the records and client information you and your agents maintain using our software and computer system, as well as those maintained with our designated suppliers, approved suppliers and other suppliers we integrate with to supply products or services to you. It is your responsibility to make sure you disclose this requirement to your agents and clients and that your agents disclose this requirement to their clients.

We will not have independent direct access to your computer itself. We do have the right under the Franchise Agreement to access and copy the data and records on your computer system to the extent that they pertain to your Office. (Franchise Agreement Section 10.2) There are no other contractual limits or rights concerning our right to access the information on your computer system.

You must use our required forms, disclosures and privacy statements and adhere to our policies and practices regarding collection, disclosure, use, retention and safeguarding of personal

information and data, as updated by us periodically, and obtain all required consent or permission from all required parties regarding such collection, disclosure and use of information. You must display and disclose our policies and statements regarding any personal information and data privacy, collection, disclosure, use, retention and safeguarding on any authorized website relating to your Office and any authorized web page under your control, management or administration, and in operating your Office, in the manner and form specified or approved in writing in advance by us periodically. You must abide by all standards, laws, rules, regulations or any equivalent thereof applicable to data collection and privacy. If you suspect or know of a security breach, you must immediately give us notice of such security breach and promptly identify and remediate the source of any compromise or security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning clients of your Office, if applicable.

Operating Manual

We do not have a printed operating manual. Our operating and support materials are contained in our electronic Franchisee Materials. We will give you the opportunity to view our Franchisee Materials in the presence of our representative at a mutually convenient time and place before you enter into a Franchise Agreement with us.

Orientation Program

Our orientation program is designed to familiarize your Principal Broker and Sales Managers with the resources, programs, technologies, marketing and services we offer as part of the System. It is conducted as needed. In connection with the initial term of your franchise, no later than 30 days after the Start Date, your Principal Broker and each of your Sales Managers must attend each day of the four-day orientation program and complete it to our satisfaction. If any of the individuals required to attend the orientation program is later replaced, then the new hire must attend the orientation program within 60 days after he or she is employed by you.

TRAINING PROGRAM

DAY 1

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Company History	.5	0	Online or Our Headquarters
Corporate Strategy	.5	0	Online or Our Headquarters
Company Future Planning	.5	0	Online or Our Headquarters
Systems & Reporting	2	0	Online or Our Headquarters
Listing Syndication	.5	0	Online or Our Headquarters

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Marketing Materials	1.5	0	Online or Our Headquarters
Training Programs	.5	0	Online or Our Headquarters
Support Systems	.5	0	Online or Our Headquarters
TOTALS	6.5	0	

DAY 2

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Integrated Technology	2.5	0	Online or Our Headquarters
Mobile Technology	1	0	Online or Our Headquarters
Website Technology	1	0	Online or Our Headquarters
CRM	1	0	Online or Our Headquarters
Partner Programs	1	0	Online or Our Headquarters
TOTALS	6.5	0	

DAY 3

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Brokerage Overview	1.5	0	Online or Our Headquarters
SWOT (Strengths, Weaknesses, Opportunities, Threats)	2	0	Online or Our Headquarters
Office Set Up (Virtual vs. Physical Office)	1.5	0	Online or Our Headquarters
Review of NextHome Tools and Technology	1	0	Online or Our Headquarters
Setting Up the Unique Value Proposition	2	0	Online or Our Headquarters
TOTALS	8	0	

DAY 4

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Commission Structure and Compensation Packages	2	0	Online or Our Headquarters
Retention of Agents	1	0	Online or Our Headquarters
Recruitment of Agents	3	0	Online or Our Headquarters
Agent Coaching	1	0	Online or Our Headquarters
Productivity Accountability	1	0	Online or Our Headquarters
TOTALS	8	0	

We conduct the orientation program either online or at our headquarters, which currently is in Pleasanton, California. (Franchise Agreement Sections 7.7 and 8.3) We do not charge a fee for the orientation program, but you must pay for all expenses incurred by all of your attendees, including travel, lodging, and meals. (Franchise Agreement Section 8.3) At your request, we may agree to provide the orientation program at your Office or another location, but you will be required to pay us the Consulting Fee, as well as all travel, lodging, meals and other incidental expenses that we incur in connection with the training program. (Sections 7.7 and 7.12)

Our orientation program will be taught by James Dwiggins, our Chief Executive Officer, Imran Hassan Poladi, our Vice President, Keith Robinson, our Chief Strategy Officer, and Charis Moreno, our Vice President of Sales. Mr. Dwiggins has been in the real estate field since 2006 and with us since 2014. Mr. Poladi has been in the real estate field since 2007 and with us since 2014. Mr. Robinson has been in the real estate field since 1999 and with us since 2015. Ms. Moreno has been in the real estate field since 2003 and has been with us since 2014. Additional corporate staff teach various segments during the orientation program under the direct supervision of James Dwiggins.

We may provide additional training programs to you. If you request additional training from us, or if we require you to participate in additional training as a condition for curing a default of the Franchise Agreement, we may charge you a Consulting Fee, and you must pay us for all out-of-pocket costs incurred by us in connection with such training, including travel and related expenses. Additional training may be offered online or in groups with other franchisees.

We may charge a fee for optional ongoing training to help defray the costs of providing such training programs. As of the date of this Disclosure Document, however, we do not charge a fee (other than the Consulting Fee, if applicable) for optional, ongoing training. For all training we offer, you must pay any costs of travel, expenses that your representatives incur in attending our training, if training is at our offices or at another location that we specify. If you have requested

and we have agreed to provide training at your location, or at another location that we agree to travel to, in addition to paying us a Consulting Fee, you must pay us for all travel, lodging, meals and other incidental expenses that we incur in connection with the training program.

When we conduct an annual meeting for our franchisees or for their employees, a representative of your Office of whom we approve must attend those meetings unless we specify that attendance is optional. We can charge up to \$899 per attendee for attending the annual meeting. If none of your representatives attend the meeting, you must still pay the annual meeting registration fee for one person within 30 days after the date of the meeting. You must pay your employees' travel, lodging, salaries and the other costs incurred in attending these events. (Franchise Agreement Section 7.13)

ITEM 12. TERRITORY

Under the terms of the Franchise Agreement, we will grant you a non-exclusive license to operate a single NextHome Office at the location designated on Attachment 2 to the Franchise Agreement ("Approved Location"). The franchise is granted only for the specific location that is described in the Franchise Agreement.

With our approval, you may also operate a temporary sales office within or adjacent to a new subdivision or development project for the sole purpose of selling property in the subdivision or development ("New Development Office"). All New Development Offices must be operated in compliance with the Franchise Agreement and the NextHome System and only for the time period we approve of.

We do not grant any options, rights of first refusal or similar rights to acquire additional franchises. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control. Accordingly, you, us, our affiliates and our franchisees may list properties, solicit clients, make sales, conduct marketing or perform services of any kind in any area or for any client in accordance with the System standards and requirements. There are no restrictions on us, our affiliates, or our franchisees from soliciting or accepting business from clients in any location including within the area around your Office. We are not required to pay you any compensation for soliciting or accepting business from the area around your Office.

We and our affiliates reserve all right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within the area around your Office under the Marks or trademarks different from the ones you will use under the Franchise Agreement. We and our affiliates do not currently have plans but we reserve the right to operate and/or franchise businesses under different trademarks.




You may relocate your Office only with our approval, which will be conditioned on the following (a) you and your affiliates must be in good standing under all agreements with us and our affiliates; (b) you must sign an amendment to your Franchise Agreement specifying the new location that we have approved; (c) you agree to plan, construct, equip and furnish the new Office location so that the premises meet the standards of appearance and function applicable to new

NextHome Offices at the time that you relocate; (d) you and your 5% Owners sign our then-current form of general release; and (e) you pay us an Administrative Fee of \$250.



ITEM 13. TRADEMARKS

Under the Franchise Agreement, we grant you the right to use our Marks in connection with the operation of your NextHome Office at the Approved Location. The term “Marks” refers to the trade names (excluding the Assumed Name), trademarks, service marks, trade dress (including colors, designs, textures and smells), logotypes, slogans, commercial symbols and other identifying items and characteristics we now or in the future authorize you to use in the operation of the business under the Franchise Agreement. The term “Assumed Name” refers to the name or names stated in Attachment 2 to the Franchise Agreement that, in addition to the Marks, you use to conduct business. The Assumed Name may be a combination of the Marks and a name or names selected by you that have been approved by us in writing.

We have registered the following Marks on the Principal Register of the United States Patent and Trademark Office (“USPTO”) and have filed all required affidavits and renewals with respect to each of the Marks:

Mark	Registration No.	Registration Date
NEXTHOME	2192807	September 29, 1998
	4956654	May 10, 2016
	4956655	May 10, 2016
	4974662	June 7, 2016

We have also filed for registration the following Marks on the principal Register of the USPTO relating to our luxury real estate brand, the *Casan Collection*, which may be used by franchisees after signing our Casan Collection Addendum, attached to the Franchise Agreement:

Mark	Application No.	Application Date
	90080165	July 29, 2020
	90080171	July 29, 2020

There are no presently effective determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court relevant to your use of the Marks in any state. There are no pending interference, opposition or cancellation proceedings involving the licensed name. We are aware of no superior prior rights that could materially affect your use of the Marks.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the foregoing marks in any manner material to a NextHome Office.

You may not use any trade name other than NextHome and an Assumed Name in connection with the Office. The total appearance of an Assumed Name and any other identifying words must be approved by us in advance in writing. We reserve the right to deny the use of certain words or phrases, colors, designs, fonts, font sizes and sequencing of words, in an Assumed Name. Use of the Assumed Name must be in accordance with our Branding Guidelines or as we may approve in writing. Franchisees must file and keep current a Fictitious Business Name Statement (or similar document) for use of an Assumed Name in the county in which the NextHome Office is located. You must independently verify that your use of an Assumed Name does not infringe on any third parties' rights and that it complies with all applicable laws.

You may not identify your business, franchise or Office as (i) us, (ii) a subsidiary, parent, affiliate, division, shareholder, partner, joint venturer, agent or employee of us or other owner of the Marks, or (iii) any of our other franchisees. You may not use in your corporate or entity name either the Marks or any words confusingly similar thereto, or the term "REALTORS®", which is a registered mark of the National Association of REALTORS®. You may not dispute or impugn the validity of the Marks, our rights to them or our right and that of other NextHome franchisees to use the Marks.

You must notify us promptly of any unauthorized use of the Marks. You also must inform us promptly of any challenge by any person or entity to the validity of our ownership of or our right to license others to use any of the Marks. Subject to the qualification set forth in the paragraph below, we agree to protect and defend you against any suit filed or demand made against you challenging the validity of the Marks ("IP Claim"), and to defend and indemnify you against

your loss, cost, or expense related to the IP Claim, except where the IP Claim arose because you used the Marks in violation of the Franchise Agreement. We will initiate, direct, and control any litigation or administrative proceeding relating to the Marks, including any settlement (which may require you to cease using certain Marks). We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You will execute all documents and render any other assistance we consider necessary for the proceeding or any effort to maintain the continued validity and enforceability of the Marks.

If the IP Claim arose because you used the Marks in violation of the Franchise Agreement or where or because of your use of an Assumed Name and the alleged infringement or other liability relates to aspects of the Assumed Name that do not include the Marks, you agree to protect and defend us, to indemnify us against any loss, cost or expense we incur, including reasonable attorneys' fees and costs and, we reserve the right to retain counsel of our choice at your expense and to direct such counsel on our behalf in the defense of such IP Claim.

We have the right to change our Marks and our specifications for your use of them when we believe that the changes will benefit the System and you must conform to changes at your expense.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own no rights in, or licenses to, any patents or patent applications and, except as provided below, we do not own any rights in, or licenses to, any copyrights.

On December 6, 2019, we filed two applications (tracking number 62146-11) with the United States Copyright Office for copyright registration on our training manuals entitled "NextHome Day One (Instructor)" and "NextHome Day One (Student)". We also claim common law copyright protection in our advertising materials, Franchisee Materials and Branding Guidelines, software and other proprietary material, as well as other materials we may periodically develop. There are no current determinations of the United States Patent and Trademark Office, the United States Copyright Office or any court regarding any of our copyrights. There are no agreements limiting the use of any copyrights by us and we are not currently aware of any patent or copyright infringement that could materially affect you.

We will protect our copyrights and may defend you against claims arising from your use of our copyrighted items if you notify us promptly upon commencement of any infringement claim against you. In all cases, we reserve the right to control all litigation involving our copyrighted items and to indemnify you for expenses or damages in a proceeding involving a copyright licensed to you. If you are required to modify or discontinue using the subject matter covered by a copyright, you must do so at your own expense.

As a NextHome franchisee, you will also have access to our trade secrets and confidential information, including information about the cost of materials and supplies, supplier lists or sources of supplies, sales and marketing information, pricing information, proprietary software, internal business forms, orders, client list, accounts, manuals and instructional materials describing

our methods of operation, including our Franchisee Materials, manuals, audiotapes and video tapes, products, drawings, designs, plans, proposals and marketing plans, and concepts or ideas related to our business – none of which have previously been publicly released by us. We claim proprietary rights in these trade secrets and confidential information. The trade secrets and confidential information described in the Franchise Agreement are our sole property.

You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third party except to your employees and agents as necessary in the operation of your Office and except as we authorize in writing. Your Principal Broker and each of your Related Parties must sign a written nondisclosure agreement in the form attached to the Franchise Agreement, when you sign this Agreement. It is your responsibility to obtain compliance by your Licensed Associates with the confidentiality provisions of the Franchise Agreement. You must obtain a nondisclosure agreement from each current and new Related Party with whom you become affiliated during the term of the Franchise Agreement and promptly send a copy of the nondisclosure agreement to us.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We only grant NextHome franchises to business entities. Your Owners are not required to supervise the operation of your Office personally although we recommend that they do so. You are ultimately responsible for the operation of your Office and compliance with the Franchise Agreement.

At all times during the term of your Franchise Agreement, you must employ an individual who is licensed as a real estate broker under the laws of your state, and you must have a licensed individual whom you have designated as the Principal Broker of your Office. Your Principal Broker is the person whose real estate broker's license is assigned to your Office and who is legally responsible to your state's real estate licensing body for the acts of all Licensed Associates in your Office. The Principal Broker must devote his or her full time and best efforts to the management, operation and supervision of your Office. You must notify us within 5 days of any change in your Principal Broker. Unless required by law, your Principal Broker is not required to have an equity interest in you.

Your Principal Broker and Related Parties must sign our Nondisclosure and Noncompetition Agreement in which they promise to maintain the confidentiality of our proprietary material and information and not to compete with your Office while the Franchise Agreement is in effect. The agreement that we currently use for this purpose is Attachment 5 to the Franchise Agreement.

All of your 5% Owners must jointly and severally guarantee your payment and performance under the Franchise Agreement and must bind themselves to the terms of the Franchise Agreement by signing the Personal Guaranty and Subordination Agreement attached as Attachment 7 to the Franchise Agreement ("Guaranty"). In addition, any spouse of a 5% Owner who is not a signatory to the Franchise Agreement must sign the Consent of Spouse included in

the Guaranty. The form that we use for this purpose is attached as Attachment 7 to the Franchise Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

As discussed in Item 8 above, you may offer only the services and use only the goods that we have authorized. You may use only products, materials, signs, stationery, cards, fixtures and furnishings that conform completely to the standards, specifications, methods, techniques and procedures of the System and our Branding Guidelines. If we make changes in the services or goods you are authorized to provide or use, you must comply with the changed requirements at your expense. You must provide all of the real estate brokerage services that we designate as mandatory. There are no restrictions on the customers or clients to whom you may provide mandatory or authorized services.

If you sign a Casan Collection Addendum and are in compliance with the conditions set forth in the Casan Collection Addendum, including but not limited to, the obligation that each Licensed Associate who will represent sellers and buyers in connection with the purchase and sale of luxury real estate will maintain a membership with the Institute of Luxury Home Marketing and complete Luxury Online Training, you will have the right to sell luxury real estate under the *Casan Collection®* brand from your NextHome Office.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 5.1	You select whether the term of the franchise is one-year or five-years.
b. Renewal or extension of the term	Section 5.2	If you meet our conditions: (1) if you have a one-year term, you may renew an additional one-year term or a new term of five years, at your election; or (2) if you have a five-year term, you may renew for an additional five-year term only.
c. Requirements for franchisee to renew or extend	Section 5.2	You will have to sign our then-current form of Franchise Agreement, the terms of which may be materially different from those in your original Franchise Agreement, including higher royalties, Advertising Fund

Provision	Section in Franchise Agreement	Summary
		contributions, other fees and charges, different or no renewal rights, and other obligations. You and your Related Parties must be in good standing with us; you must pay us a renewal fee; you must give us not more than 90, nor less than 30, days' notice of your desire to renew; you must modernize your Office if you renew for five years or your Office has been open for five or more years; and you and your 5% Owners must sign our then-current form of general release.
d. Termination by franchisee	Section 13.1	You may terminate the Franchise Agreement if we commit a material violation and fail to cure it within 20 days after receipt of written notice from you, plus such reasonable additional time as may be needed.
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by us with cause	Section 13.2	We can terminate the Franchise Agreement if you violate any of its terms. Some violations result in immediate termination while others will only result in termination if you do not correct the violation after notice and an opportunity to cure within a specified time.
g. "Cause" defined - curable defaults	Section 13.2	If you do not submit required reports and other items as required; if you do not open by the date required; if you violate any term of the Franchise Agreement that does not result in immediate termination; if your conduct materially jeopardizes your ability to maintain or renew your lease; if anyone required to take our orientation program fails to attend and successfully complete the program; or if you do not make a payment when due. You have 20 days to cure such defaults, except for monetary defaults for which you will have a 5-day cure period.
h. "Cause" defined - non-curable defaults	Section 13.2.2	If you misuse our names, marks or system; if you engage in conduct that reflects badly on our names or marks; if you use unauthorized names, marks or symbols; if anyone required to sign our nondisclosure and noncompetition

Provision	Section in Franchise Agreement	Summary
		<p>agreement violates its terms or does not sign the agreement as required; unauthorized transfer; if you or any Owner makes a material misrepresentation in acquiring the franchise; if your books and records are intentionally inaccurate or if you make false reports; if any other agreement between us or between you or your Owners and us or our affiliates is terminated because of a default; if you do not obtain approvals or consents if required by the Franchise Agreement; if you abandon your Office; if you commit a material default more than once in a 12-month period even if cured; if the operation of your Office becomes a threat to public health or safety; if you become insolvent; if you or any Owner is convicted of a felony or criminal misconduct; if your Principal Broker's real estate license is suspended or revoked; if you permit an unlicensed person to conduct activities for which a license is required; or if you relocate your Office without our consent.</p>
i. Franchisee's obligations on termination/nonrenewal	Sections 13.4 and 13.5	<p>You must pay all accounts due to us; you must stop using our names, marks, software, systems and other proprietary material; you must return all material we have provided to you; you must change the look of your Office to distinguish it from a NextHome Office; you must cancel any fictitious business name registrations in which you use our name; you must notify all concerned individuals, entities and agencies that you are no longer affiliated with us; you must not identify yourself or your Office as having been affiliated with us; you must assign us your email addresses, domain names, social media accounts, websites and similar items to the extent they use the words "Next", "Home", "NH", "Casan" or any other name or abbreviation confusingly similar to "NextHome", "Casan Collection" or our other names marks or symbols; and you must pay us liquidated damages unless the Franchise Agreement was terminated due to our uncured default.</p>

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by franchisor	Section 12.8	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	Sections 3 and 12.6	<p>Transfer means any sale, assignment, conveyance, transfer, pledge, mortgage, or encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of: (1) the Franchise Agreement or any interest in the Franchise Agreement; (2) your Office or all or substantially all of the assets of your Office; or (3) a direct or indirect legal or beneficial ownership interest in you, whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is a business entity, and whether in one transaction or a series of related transactions, regardless of the time period during which these transactions take place.</p> <p>With respect to certain transfers, while we maintain the right to approve or disapprove the transferee, certain of our transfer conditions do not apply to these transfers.</p>
l. Franchisor approval of transfer by franchisee	Section 12.2	We must approve any transfer.
m. Conditions for franchisor approval of transfer	Sections 12.3 - 12.5	All information on the transferee and the terms of the transfer must be provided to us; you must pay our transfer fee; we must approve the transferee; you must pay all debts to us and our affiliates; you must be in good standing under your Franchise Agreement; you and your transferee must comply with all procedures and sign all documents we require; your transferee may have to sign an updated Franchise Agreement and it, its principals and those who work for the transferee may have to sign other documents and complete the training we specify; we must approve the terms of the transfer; and you and your Owners must sign a release of all claims.

Provision	Section in Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.4	We have 15 days after receipt of all information regarding the proposed transfer to advise you whether we want to purchase the interest proposed to be transferred on the same terms and conditions.
o. Franchisor's option to purchase franchisee's business	None	Not Applicable
p. Death or disability of franchisee	Section 12.7	Heirs or beneficiaries will have 60 days to try to qualify as a transferee of the interest, or 120 days to transfer the interest otherwise, and comply with the conditions in the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 11.6	<p>During the term of the Franchise Agreement, neither you nor your Licensed Associates may operate, be employed by or own a beneficial interest in any real estate brokerage office other than your NextHome Office, nor may you, directly or indirectly, solicit the independent contractors of our other franchisees to work for you or for a NextHome Network competitor.</p> <p>Your Principal Broker and each of your Related Parties must sign the Nondisclosure and Noncompetition Agreement attached as Attachment 5 to the Franchise Agreement.</p>
r. Non-competition covenants after the franchise is terminated or expires	Section 11.7	During the one-year period following termination or expiration of the Franchise Agreement, you may not, directly or indirectly, solicit our independent contractors or the independent contractors of our other franchisees to work for you or for a NextHome Network competitor.
s. Modification of the agreement	Section 14.4	The Franchise Agreement can be modified only by a written agreement signed by all parties.
t. Integration/ merger clause	Section 16	Only the terms of the Franchise Agreement and the other related agreements are binding (subject to state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable.

Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 15.1	Before filing most proceedings, each party has the right to request non-binding mediation.
v. Choice of forum	Sections 15.1, 15.2	Subject to applicable state law, legal proceedings must be brought in the metropolitan area of our headquarters.
w. Choice of law	Section 14.2	Subject to applicable state law, except for covenants controlling noncompetition in the Franchise Agreement, which are subject to the law of the state where your Office is located, California law governs the Franchise Agreement (without giving effect to any conflict of laws principles).

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting James Dwiggins, NextHome, Inc., 4309 Hacienda Drive, Suite 110, Pleasanton, CA 94588, 855-925-6398, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION SYSTEMWIDE OUTLET SUMMARY

All figures are as of September 30, 2020, the end of our last fiscal year.

Table No. 1

System Wide Outlet Summary (Ending September 30, 2020)

For years 2018, 2019 and 2020

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	203	301	+98
	2019	301	357	+56
	2020	357	437	+80
Company Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets	2018	203	301	+98
	2019	301	357	+56
	2020	357	437	+80

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)

For years 2018, 2019 and 2020

Column 1	Column 2	Column 3
State	Year	Number of Transactions
California	2018	3
	2019	5
	2020	0
Colorado	2018	2
	2019	4
	2020	0
Florida	2018	3
	2019	8
	2020	4

Column 1	Column 2	Column 3
State	Year	Number of Transactions
Hawaii	2018	0
	2019	0
	2020	1
Idaho	2018	0
	2019	0
	2020	1
Indiana	2018	0
	2019	0
	2020	1
Kansas	2018	0
	2019	1
	2020	0
Louisiana	2018	0
	2019	1
	2020	0
Maine	2018	0
	2019	1
	2020	1
Michigan	2018	0
	2019	1
	2020	0
Mississippi	2018	0
	2019	1
	2020	0
Nevada	2018	1
	2019	0
	2020	0
New York	2018	0
	2019	1
	2020	0
North Carolina	2018	0
	2019	1
	2020	0
Ohio	2018	0
	2019	1
	2020	0
Oklahoma	2018	0
	2019	1
	2020	0
Rhode Island	2018	0
	2019	2
	2020	1

Column 1	Column 2	Column 3
State	Year	Number of Transactions
South Carolina	2018	0
	2019	1
	2020	0
Tennessee	2018	0
	2019	1
	2020	0
Texas	2018	0
	2019	1
	2020	2
Virginia	2018	0
	2019	1
	2020	0
Washington	2018	0
	2019	0
	2020	0
Wisconsin	2018	2
	2019	0
	2020	0
TOTALS	2018	11
	2019	32
	2020	11

Table No. 3

Status of Franchised Outlets (Ending September 30, 2020)

For years 2018, 2019 and 2020

Col.1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations/ Other Reasons	Outlets at End of Year
Alabama	2018	3	1	0	0	0	0	4
	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
Alaska	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Arkansas	2018	0	1	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	1	0	0	0	0	3
Arizona	2018	6	2	0	2	0	0	6
	2019	6	0	0	0	0	0	6
	2020	6	2	0	0	0	0	8
California	2018	40	19	0	1	0	3	55
	2019	55	4	0	2	0	3	54
	2020	54	10	1	1	0	3	59
Colorado	2018	7	3	0	0	0	1	9
	2019	9	0	0	0	0	0	9
	2020	9	2	0	0	0	0	11
Connecticut	2018	1	1	0	0	0	0	2
	2019	2	1	0	1	0	0	2
	2020	2	0	1	0	0	0	1

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
Delaware	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Florida	2018	34	18	0	1	0	4	47
	2019	46	11	0	4	0	2	51
	2020	51	14	1	2	0	4	58
Georgia	2018	2	1	0	0	0	0	3
	2019	3	2	1	0	0	0	4
	2020	4	1	0	0	0	0	5
Hawaii	2018	2	1	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	0	5
Idaho	2018	3	2	0	0	0	0	5
	2019	5	3	0	0	0	0	8
	2020	8	0	0	0	0	0	8
Illinois	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	3	0	0	0	0	6

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
Indiana	2018	3	0	0	1	0	0	2
	2019	3	3	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Iowa	2018	2	1	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	2	0	0	0	0	6
Kansas	2018	2	4	0	0	0	0	6
	2019	6	4	0	0	0	0	10
	2020	10	0	0	0	0	0	10
Kentucky	2018	4	0	0	1	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	1	0	0	0	0	5
Louisiana	2018	2	2	0	0	0	0	4
	2019	4	3	0	0	0	0	7
	2020	7	2	0	0	0	0	9
Maine	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
Maryland	2018	1	1	0	0	0	0	2
	2019	2	4	0	0	0	0	6
	2020	6	3	0	1	0	0	8
Massachusetts	2018	4	1	0	0	0	0	5
	2019	5	2	0	1	0	0	6
	2020	6	2	0	0	0	2*	6
Michigan	2018	3	7	0	0	0	0	10
	2019	10	3	0	0	0	2	11
	2020	11	5	0	0	0	0	16
Minnesota	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	2	0	0	0	0	5
Mississippi	2018	1	1	0	0	0	0	2
	2019	2	2	0	0	0	1	3
	2020	3	1	0	0	0	0	4
Missouri	2018	1	4	0	0	0	0	5
	2019	5	3	0	0	0	0	8
	2020	8	0	0	0	0	0	8

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
Montana	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Nebraska	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Nevada	2018	2	1	0	0	0	0	3
	2019	3	1	0	0	0	0	4
	2020	4	3	0	1	0	1	5
New Hampshire	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New Jersey	2018	4	1	0	0	0	0	5
	2019	5	2	0	0	0	0	7
	2020	7	4	0	1	0	0	10
New York	2018	5	1	0	1	0	0	5
	2019	5	4	0	0	0	0	9
	2020	9	4	0	0	0	0	13

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
North Carolina	2018	7	8	0	0	0	0	15
	2019	15	5	0	0	0	1	19
	2020	19	6	0	1	0	1	23
North Dakota	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Ohio	2018	3	1	0	0	0	0	4
	2019	4	3	0	0	0	1	6
	2020	6	1	0	0	0	0	7
Oklahoma	2018	2	3	0	0	0	0	5
	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
Oregon	2018	5	1	0	0	0	0	6
	2019	6	1	0	0	0	0	7
	2020	7	2**	0	0	0	0	9
Pennsylvania	2018	5	3	0	1	0	0	7
	2019	7	1	0	0	0	0	8
	2020	8	3	0	0	0	0	11

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
Rhode Island	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	1*	0	0	0	0	2
South Carolina	2018	6	2	0	0	0	0	8
	2019	8	1	0	0	0	0	9
	2020	9	2	0	0	0	1	10
Tennessee	2018	6	3	0	0	0	0	9
	2019	9	0	0	0	0	3	6
	2020	6	1	0	0	0	1	6
Texas	2018	11	11	0	1	0	0	21
	2019	21	7	1	2	0	0	25
	2020	25	8	0	1	0	1	31
Utah	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
Virginia	2018	5	1	0	0	0	0	6
	2019	6	2	0	0	0	0	8
	2020	8	7	0	0	0	0	15

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations/ Other Reasons	Col. 9 Outlets at End of Year
Vermont	2018	1	0	0	1	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Washington	2018	3	3	0	0	0	0	6
	2019	6	2	0	0	0	0	8
	2020	8	2	0	0	0	1**	9
West Virginia	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Wisconsin	2018	5	3	0	0	0	1	7
	2019	7	1	0	1	0	0	7
	2020	7	6	0	0	0	0	13
Wyoming	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
TOTALS	2018	203	117	0	10	0	9	301
	2019	301	82	2	11	0	13	357
	2020	357	106	3	8	0	15	437

- * NextHome Freitas Realty Group moved from Falmouth, Massachusetts to West Kingston, Rhode Island
- ** NextHome NW Realty moved from Vancouver, Washington to Portland, Oregon

Table No. 4

Status of Company Owned Outlets (Ending September 30, 2020)

For years 2018, 2019 and 2020

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
All States	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Totals	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

Table No. 5

Projected Openings As of September 30, 2020

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year (See Note)
Alabama	0	1	0
Alaska	0	1	0
Arizona	0	3	0
Arkansas	0	1	0
California	1	7	0
Colorado	1	3	0
Connecticut	0	1	0
Delaware	1	1	0
Florida	2	6	0
Georgia	0	1	0
Hawaii	0	2	0
Idaho	0	1	0

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year (See Note)
Illinois	0	1	0
Indiana	0	1	0
Iowa	1	1	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maine	0	1	0
Maryland	0	1	0
Massachusetts	0	3	0
Michigan	1	1	0
Minnesota	0	2	0
Mississippi	0	1	0
Missouri	0	1	0
Montana	0	3	0
Nebraska	0	1	0
Nevada	0	2	0
New Hampshire	0	1	0
New Jersey	1	2	0
New Mexico	0	1	0
New York	1	3	0
North Carolina	1	1	0
North Dakota	0	1	0
Ohio	0	2	0
Oklahoma	0	1	0
Oregon	0	2	0
Pennsylvania	1	2	0
Rhode Island	0	1	0
South Carolina	0	3	0
South Dakota	0	1	0
Tennessee	1	3	0
Texas	0	3	0
Utah	0	1	0
Vermont	0	1	0
Virginia	0	2	0
Washington	1	2	0
West Virginia	0	1	0
Wisconsin	1	1	0
Wyoming	0	1	0
TOTALS	14	86	0

Attached as Exhibit D is a list of our NextHome franchisees as of September 30, 2020, including those that have signed our Franchise Agreement but were not open as of September 30, 2020. Exhibit D also contains a list of the names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone numbers) of the franchisees who had outlets terminated, cancelled, or not renewed or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement, or who have not communicated with us within 10 weeks of this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as franchisees in our system.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit C are our audited financial statements as of September 30, 2020, September 30, 2019, and September 30, 2018.

ITEM 22. CONTRACTS

Attached as Exhibit E is our Franchise Agreement which contains the following Attachments:

1. State-Specific Addendum to Franchise Agreement
2. Designation of Approved Location, Approved Business Name, Principal Broker and Start Date
3. Form of General Release
4. Intranet Use and License Agreement
5. Nondisclosure and Noncompetition Agreement
6. Assignment of Email Addresses, Social Media Accounts and Domain Names and Special Power of Attorney
7. Personal Guaranty and Subordination Agreement
8. List of Owners
9. Casan Collection Addendum

Attached as Exhibit F is our Acknowledgment at Closing that we both sign to acknowledge that we fulfilled our disclosure requirements and the representations on which you are relying in the purchase of your NextHome franchise.

ITEM 23. RECEIPTS

Attached as the last page of this disclosure document are two copies of a Receipt. Please sign it, date it as of the date you receive this Franchise Disclosure Document and return it to us. The duplicate of the Receipt is for your records.

**STATE-SPECIFIC ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT**

EXHIBIT A
to *NextHome* Franchise Disclosure Document

STATE-SPECIFIC ADDENDUM TO *NextHome* FRANCHISE DISCLOSURE DOCUMENT

1. **The following provisions are applicable to franchises in the State of California:**

Neither the franchisor nor any person in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

California Business and Professions Code Sections 2000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671 certain liquidated damages clauses are unenforceable.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.)

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner of Financial Protection & Innovation may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

OUR WEBSITE, www.nexthome.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT www.dfpi.ca.gov.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

IF NEXTHOME, INC. DOES NOT DELIVER THIS FRANCHISE DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT or A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT ANY OF ITS OFFICES.

2. The following provisions are applicable to franchises in the state of Illinois:

1. The following statements are added to the end of Item 17 of the disclosure document:

The Illinois Franchise Disclosure Act will govern any franchise agreement if (i) it applies to a franchise located in Illinois; or (ii) a franchisee resides in Illinois.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void as to any cause of action that otherwise is enforceable in Illinois, provided that the franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of Illinois law is void.

3. The following provisions are applicable to the franchises in the State of Maryland:

1. The following language is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the "Summary" section of Item 17(h), entitled "Cause" defined – non-curable defaults:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following sentence is added to the end of the "Summary" section of Item 17(v), entitled Choice of forum:

Subject to your mediation obligation, you may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The “Summary” section of Item 17(w), entitled Choice of law, is amended to read as follows:

Except for federal law, and except as otherwise required by the Maryland Franchise Registration and Disclosure Law, California law governs.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

4. The following provisions are applicable to the franchises in the state of Minnesota:

In item c. of the chart set forth in Item 17 of this Disclosure Document, delete “you, your principals and your owners, if an entity, must release any claims they have against us”.

In item m. of the chart set forth in Item 17 of this Disclosure Document, delete “you and your principals must sign a release of all claims”.

In item v. of the chart set forth in Item 17 of this Disclosure Document, add the following: “but litigation must be in Minnesota”.

In item w. of the chart set forth in Item 17 of this Disclosure Document, add the following: “If its jurisdictional requirements are met, Minnesota law applies to the Franchise Agreement.”

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stats Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or the franchisee’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

IF NEXTHOME, INC. DOES NOT DELIVER THIS FRANCHISE DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION,

WASHINGTON, D.C. 20580 AND TO THE MINNESOTA DEPARTMENT OF COMMERCE,
85 7th PLACE EAST, SUITE 500 ST. PAUL, MN 55101.

5. The following provisions are applicable to franchises in the state of New York:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added to the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo

contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. The following provisions are applicable to franchises in the state of North Dakota:

The requirement in the Franchise Agreement that you sign a general release of all claims against us as a condition of the renewal of the franchise may not be enforceable under North Dakota Century Code Section 51-19-09.

The covenants not to compete set forth in the Franchise Agreement may not be enforceable in North Dakota.

To the extent required by a valid enforceable statute, the venue of any arbitration or legal action will be in North Dakota.

To the extent required by a valid enforceable statute, the Franchise Agreement will be governed by North Dakota law.

To the extent required by a valid enforceable statute, the waivers of exemplary and other damages set forth in the Franchise Agreement may not be enforceable.

To the extent required by a valid enforceable statute, the contractual limitations in the Franchise Agreement on the bringing of an action will not be enforceable in North Dakota.

IF NEXTHOME, INC. DOES NOT DELIVER THIS FRANCHISE DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND TO NORTH DAKOTA SECURITIES COMMISSIONER, 600 EAST BOULEVARD, 5th FLOOR, BISMARCK, ND 58505.

Our agent for service of process in North Dakota is the North Dakota Securities Commissioner, 600 East Boulevard, 5th Floor, Bismarck, ND 58505.

7. The following provisions are applicable to franchises in the state of Rhode Island:

To the extent required by a valid enforceable statute, the venue of any arbitration or legal action will be in Rhode Island.

Wherever in the Franchise Agreement you are required to sign a release in our favor, that release will not affect any claims you may have under the Rhode Island Franchise Investment Act.

IF NEXTHOME, INC. DOES NOT DELIVER THIS FRANCHISE DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND TO THE DIRECTOR OF BUSINESS REGULATION, 233 RICHMOND STREET, SUITE 232, PROVIDENCE, RI 02903.

8. The following provisions are applicable to franchises in the state of Virginia:

In recognition of the restrictions contained in Sections 13.0-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for NEXTHOME, INC. for use in the Commonwealth of Virginia shall be amended as follows:

Pursuant to Section 1301-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Our agent for service of process in the state of Virginia is the Clerk of the State Corporation Commission, 1300 East Main Street, 1st Floor, Richmond, Virginia 23219.

IF NEXTHOME INC. DOES NOT DELIVER THIS FRANCHISE DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND TO THE VIRGINIA STATE CORPORATION COMMISSION, DIVISION OF SECURITIES AND RETAIL FRANCHISING, 1300 EAST MAIN STREET, 9TH FLOOR, RICHMOND, VA 23219.

**ASSURANCE OF DISCONTINUANCE
STATE OF WASHINGTON**

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees and/or our employees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

NextHome, Inc.

STATE FRANCHISE LAW ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT B to *NextHome* Franchise Disclosure Document

NextHome Franchise Disclosure Document
12/2020

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection &
Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego

1350 Front Street, Rm. 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 (Phone)

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

NextHome, Inc.

FINANCIAL STATEMENTS

EXHIBIT C
to *NextHome* Franchise Disclosure Document

NextHome Franchise Disclosure Document
12/2020

NEXTHOME, INC.
(A DELAWARE CORPORATION)
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
SEPTEMBER 30, 2020 AND 2019



NEXTHOME, INC.
(A DELAWARE CORPORATION)
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INDEPENDENT AUDITOR'S REPORT

To the Stockholders of
NextHome, Inc.:

We have audited the accompanying financial statements of NextHome, Inc. (a Delaware corporation), which comprise the balance sheet as of September 30, 2020, and the related statements of operations, changes in stockholders' equity and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NextHome, Inc. as of September 30, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Prior Period Financial Statements

The financial statements of NextHome, Inc. as of September 30, 2019 were audited by other auditors whose report dated December 22, 2019, expressed an unmodified opinion on those statements.

Holthouse Carlin & Van Trigt LLP

Los Angeles, California
December 18, 2020

NEXTHOME, INC.
(A DELAWARE CORPORATION)
BALANCE SHEETS

AS OF SEPTEMBER 30,	2020	2019
Assets		
Current assets:		
Cash	\$ 1,138,550	\$ 740,246
Accounts receivable, net of allowance for doubtful accounts of \$40,212 and \$61,316 in 2020 and 2019, respectively	163,675	76,140
Other receivables	17,932	16,811
Prepaid expenses and other current assets	212,689	116,416
Inventory	1,559	1,611
Notes receivable	263,945	-
Total current assets	1,798,350	951,224
Notes receivable, long-term, net of allowance of \$22,500 and \$0 in 2020 and 2019, respectively	1,504	40,000
Property and equipment, net	193,027	239,512
Intangible assets, net	463,408	984,252
Other assets	49,999	100,000
Deferred tax asset	188,051	130,682
Total assets	\$ 2,694,339	\$ 2,445,670
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 133,689	\$ 187,694
Accrued expenses	217,903	148,888
Deferred revenue	113,386	286,732
Notes payable, current portion	486,590	148,487
Related party debt, current portion	24,160	17,951
Income taxes payable	-	19,700
Capital leases, current portion	33,475	32,955
Total current liabilities	1,009,203	842,407
Notes payable, net of current portion	754,226	709,893
Related party debt, net of current portion	80,497	107,540
Capital leases, net of current portion	81,002	114,266
Deferred tax liability	112,570	145,780
Total liabilities	2,037,498	1,919,886

See accompanying notes to financial statements.

NEXTHOME, INC.
(A DELAWARE CORPORATION)
BALANCE SHEETS

AS OF SEPTEMBER 30,	2020	2019
Stockholders' equity:		
Common stock, \$0.0000001 par value, 2,000,000 shares authorized, 1,000,000 shares issued and outstanding	\$ 1	\$ 1
Additional paid-in capital	1,081,284	1,078,516
Accumulated deficit	(424,444)	(552,733)
Total stockholders' equity	656,841	525,784
Total liabilities and stockholders' equity	\$ 2,694,339	\$ 2,445,670

See accompanying notes to financial statements.

NEXTHOME, INC.
(A DELAWARE CORPORATION)
STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED SEPTEMBER 30,	2020	2019
Revenues:		
Royalty fees	\$ 5,001,314	\$ 4,829,903
Technology fee and advertising fund, net of discounts	2,078,604	1,791,745
Conference sponsorships and tickets	701,027	672,633
Service fees	74,959	112,541
Initial franchise fees	491,063	298,860
Franchise renewal fees	194,415	213,195
Franchise transfer fees	33,150	39,350
Other income	204,612	325,704
Total revenues	8,779,144	8,283,931
Operating expenses:		
Compensation	4,518,174	3,608,521
Professional services	594,592	544,516
Depreciation and amortization	150,236	209,560
Interest expense	70,203	94,594
Selling expenses	479,856	648,101
Occupancy	351,561	324,809
Administrative	2,117,714	2,588,838
Bad debts	6,410	41,991
Total operating expenses	8,288,746	8,060,930
Other income (expense):		
Stock-based compensation	(2,768)	(450,516)
Legal settlements	(2,500)	(7,130)
Interest income	3,381	557
Gain on sale of property and equipment	-	2,173
Loss on disposal of intangibles	(441,121)	-
Total other income expense, net	(443,008)	(454,916)
Net income (loss) before income taxes:	47,390	(231,915)
Income tax expense (benefit)	(80,899)	168,431
Net income (loss)	\$ 128,289	\$ (400,346)

See accompanying notes to financial statements.

NEXTHOME, INC.

(A DELAWARE CORPORATION)

STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock	Additional Paid-in Capital	Accumulated Deficit	Total
Balance, September 30, 2018	\$ 1	\$ 628,000	\$ (152,387)	\$ 475,614
Stock-based compensation	-	450,516	-	450,516
Net loss	-	-	(400,346)	(400,346)
Balance, September 30, 2019	1	1,078,516	(552,733)	525,784
Stock-based compensation	-	2,768	-	2,768
Net income	-	-	128,289	128,289
Balance, September 30, 2020	\$ 1	\$ 1,081,284	\$ (424,444)	\$ 656,841

See accompanying notes to financial statements.

NEXTHOME, INC.
(A DELAWARE CORPORATION)
STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30,	2020	2019
Cash flows from operating activities:		
Net income (loss)	\$ 128,289	\$ (400,346)
Adjustments to reconcile net income (loss) to net cash provided by operating activities		
Depreciation and amortization	150,236	209,560
Bad debt expense	6,410	41,991
Loss on disposal of intangibles	441,121	-
Gain on sale of property and equipment	-	(2,173)
Stock-based compensation expense	2,768	450,516
Deferred tax expense (benefit)	(90,579)	99,035
Changes in operating assets and liabilities:		
Accounts receivable	(93,945)	(53,589)
Other receivables	(1,121)	(3,572)
Inventory	52	6,974
Prepaid expenses and other current assets	(96,273)	(90,273)
Other assets	50,001	-
Accounts payable	(54,005)	128,046
Accrued expenses	69,015	47,679
Income taxes payable	(19,700)	(20,113)
Deferred revenue	(173,346)	24,797
Net cash provided by operating activities	318,923	438,532
Cash flows from investing activities:		
Issuance of notes receivable	(249,536)	(40,000)
Payments received on notes receivable	24,087	-
Purchase of property and equipment	(24,028)	(33,675)
Purchase of intangibles	-	(16,727)
Proceeds from sale of property and equipment	-	65,464
Net cash used in investing activities	(249,477)	(24,938)
Cash flows from financing activities:		
Proceeds from notes payable	533,518	-
Payments on notes payable	(150,847)	(137,460)
Advances from (payments to) stockholders	-	(69,623)
Payments on related party debt	(20,834)	(20,118)
Payments on capital lease obligations	(32,979)	(106,705)
Net cash provided by (used in) financing activities	328,858	(333,906)
Net increase in cash	398,304	79,688
Cash, beginning of period	740,246	660,558
Cash, end of period	\$ 1,138,550	\$ 740,246

See accompanying notes to financial statements.

NEXTHOME, INC.
(A DELAWARE CORPORATION)
STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30,	2020	2019
Non-cash investing and financing activity:		
Property and equipment acquired under capital lease obligations	\$ -	\$ 70,593
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ 70,203	\$ 94,594
Cash paid for income taxes	\$ 179,130	\$ 89,509

See accompanying notes to financial statements.

NEXTHOME, INC.

(A DELAWARE CORPORATION)

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020 AND 2019

1. BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity NextHome, Inc. (the "Company") was organized in the State of Delaware as a C corporation and was incorporated on September 30, 2011 under the name "NXGen Investments, Inc.". On January 9, 2014, the Company changed its name to "NextHome, Inc." The Company commenced operations on May 30, 2014, when the Company acquired the assets including cash, receivables, property and equipment, and intangibles of Realty World Northern California, Inc. Until February 1, 2020, the Company operated both franchise networks under the trade names of Realty World Northern California and Nevada ("RWNC") and NextHome. Subsequent to February 1, 2020, the Company only operates franchise networks under the trade name of NextHome. The Company offers and manages real estate franchises in markets throughout the United States.

As of September 30, 2020, there were 437 NextHome franchises in operation. Additionally, there are 14 NextHome franchises that have been sold but are not yet in operation at September 30, 2020.

As of September 30, 2019, there were 120 RWNC franchises and 357 NextHome franchises in operation. Additionally, there were 14 NextHome franchises that had been sold but were not yet in operation at September 30, 2019.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method The Company maintains its accounting records on an accrual method in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of Estimates The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include grant date fair values of equity awards, valuation allowance for deferred income taxes, and liabilities for potential income tax exposure. Actual results could differ from those estimates.

Compensated Absences The Company maintains an unlimited vacation policy for its employees and the amount of the obligation cannot be reasonably estimated. The Company's policy is to recognize the costs of compensated absences when paid. Accordingly, no liability has been recorded in the accompanying financial statements for compensated absences.

Cash and Cash Equivalents Cash and cash equivalents include cash and liquid investments with maturities of 90 days or less upon acquisition.

Allowance for Doubtful Accounts Accounts receivable are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on an analysis of specific customers and franchisees, taking into consideration the age of past due accounts and an assessment of the customer's or franchisee's ability to pay. Accounts are considered past due or delinquent based on contractual terms and how recently payments have been received. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. As of September 30, 2020 and 2019, the allowance for doubtful accounts

amounted to \$40,212 and \$61,316, respectively.

Inventory Inventory consisting of NextHome brand apparel are stated at the lower of cost or net realizable value.

Property and Equipment Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method based on the estimated useful lives of the assets, generally ranging from five to seven years. Leasehold improvements are amortized using the straight-line method over their estimated useful lives or their related lease term, whichever is shorter.

Betterments, renewals, and extraordinary repairs that materially extend the useful life of the asset are capitalized; other repairs and maintenance charges are expensed as incurred. When assets are retired or otherwise disposed of, the assets and related accumulated depreciation and amortization are eliminated from the accounts and any resulting gain or loss is reflected in operations. When assets are retired or otherwise disposed of, the assets and related accumulated depreciation and amortization are eliminated from the accounts and any resulting gain or loss is reflected in operations.

Notes Receivable Notes receivable have maturities ranging from one to three years, and bear interest primarily at rates ranging from 0% to 8% per annum. The Company also has a note receivable in the amount of \$225,000 with a third party that bears interest at 14% per annum and provides for repayment in seven installments of \$32,143, plus accrued interest. Management regularly reviews the collectability of the notes and records an allowance if necessary. The allowance for notes receivable amounted to \$22,500 and \$0 at September 30, 2020 and 2019, respectively.

Impairment of Long-Lived Assets In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 360, *Property, Plant and Equipment – Impairment or Disposal of Long Lived Assets*, long-lived assets such as property and equipment and purchased intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. No impairment losses were recognized for the years ended September 30, 2020 and 2019.

Intangible Assets Intangible assets mainly consist of domain names, trademarks, server licenses, and internal-use software. All intangible assets have been determined to have a definite life and are amortized over their useful lives, generally ranging from three to fifteen years. Intangibles are subject to testing for impairment when events and circumstances indicate that their carrying value may not be recoverable. No impairment losses were required during the years ended September 30, 2020 and 2019.

Lease Accounting The Company's leases are accounted for under the provisions of FASB ASC 840, *Leases*, which requires that leases be evaluated and classified as operating or capital leases for financial reporting purposes. Minimum base rent for operating leases, which may contain a rental escalation clause, rent abatement, and lease incentives, are recorded on a straight-line basis over the

initial lease term and those renewal periods for which an exercise of such renewal options is reasonably assured.

Costs for capital leases are capitalized at the present value of the future minimum lease payments, less any taxes and fees, with the corresponding obligation recorded in liabilities. The capital leases are amortized in accordance with the Company's property and equipment policies and the corresponding obligations are reduced as lease payments are made.

Concentration of Business and Credit Risk The Company places its cash and temporary cash investments with a financial institution that management considers to be of high quality. Such deposits may periodically exceed the Federal Deposit Insurance Corporation's insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk in this area.

Revenue Recognition Franchise fee revenue is recognized when the Company's obligations to the franchisee, per the Franchise Agreement, have been substantially completed. The Company executes Franchise Agreements that set the terms of its arrangement with each franchisee. The Franchise Agreements may require the franchisee to pay initial, nonrefundable franchise fees ranging from \$3,750 to \$8,000 for the use of the NextHome name for a term of either one year or five years with renewal options. Subject to the Company's approval and payment of a renewal fee, a franchisee may generally renew its agreement upon its expiration. Initial fees included in revenues for the years ended September 30, 2020 and 2019 were \$491,063 and \$298,860, respectively.

Franchise royalties are recognized as revenue over the term of the Franchise Agreement. Annual franchise royalties depend on the agreements and can either be fixed or percentage-based. Fixed royalties generally range from \$665 to \$715 per franchise each month. Percentage-based monthly royalties are 6% of franchisee's Adjusted Gross Income as defined in the franchise agreements. Franchise royalties revenue for the years ended September 30, 2020 and 2019 amounted to \$5,001,314 and \$4,829,903, respectively.

Deferred revenue represents billings or collections in advance of the recognition of the revenue of franchisees' payments or ticket fees for future conferences and events. The amount deferred as of September 30, 2020 and 2019 was \$113,386 and \$286,732, respectively.

In May 2014, the FASB issued Accounting Standards Update ("ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*" ("ASU-2014-09") ("ASC 606"). As of September 30, 2020, the Company had not adopted ASC 606 (see Recently Issued Accounting Pronouncements).

Vendor Revenue Share The Company receives funds from vendors for supporting and providing various marketing and advertising programs related to purchases by franchisees. For the years ended September 30, 2020 and 2019, the Company recognized revenue from vendor revenue share of \$66,327 and \$115,159, respectively. Vendor revenue share is recognized upon receipt.

Advertising and Promotional Expenses Advertising and promotion costs are expensed as incurred. Advertising and promotional expenses for the years ended September 30, 2020 and 2019 amounted to \$164,315 and \$239,924, respectively.

Income Taxes The Company accounts for income taxes using the asset and liability method, as required by FASB ASC 740, *Income Taxes*. Deferred tax assets and liabilities are determined based

on differences between financial reporting and tax bases of assets and liabilities, and are measured using enacted tax rates and laws expected to be in effect when the differences are expected to reverse. Valuation allowances are established when necessary to reduce the carrying amount of deferred tax assets to their net realizable value.

The Tax Cuts and Jobs Act ("TCJA") was enacted on December 22, 2017. The TCJA, among other matters, changes the U.S. federal corporate tax rate from 35% to 21%. Deferred tax assets and liabilities are measured based on the rates at which they are expected to reverse in the future, which is 21%.

In light of the recent COVID-19 outbreak, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was enacted on March 27, 2020. Along with various financial relief programs made available to individuals and small businesses, the CARES Act will amend several tax treatments by offering, among other matters, employer payroll tax holiday, employee retention credit, a deductibility increase in charitable contributions, and reversal of certain rules introduced under TCJA relating to tax loss limitation and net operating loss ("NOL") carryback. The Company is currently evaluating the various aspects of the CARES Act and refining its income tax calculations, which could potentially affect the measurement of income taxes or give rise to new deferred tax amounts under FASB ASC 740.

Income tax expense is the income tax payable or refundable for the period, plus or minus the change during the period in deferred income tax assets and liabilities. The Company may recognize the tax benefits from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. As of September 30, 2020 and 2019, management believes that the Company has not taken any uncertain tax positions that have a more likely than not chance of not being sustained upon examination by the tax authorities. Accordingly, no liability for uncertain tax positions has been recorded in the accompanying financial statements. The Company is subject to federal and state income tax examinations by tax authorities for the tax years since inception. As of September 30, 2020 and 2019, there were no income tax examinations pending.

Stock-Based Employee Compensation The Company has adopted the fair value recognition provisions of FASB ASC Topic 718, *Compensation – Stock Compensation* ("ASC 718"), under which all stock-based payments to employees, including grants of employee stock options, are recognized in the statements of operations based on the grant date fair value of those awards calculated using an option valuation model.

Reclassifications Certain amounts in 2019 have been reclassified to conform with the 2020 presentation.

Recently Issued Accounting Pronouncements In May 2014, the FASB issued ASC 606, which requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 supersedes most existing revenue recognition guidance, including industry-specific revenue recognition guidance, and provides a unified model to determine when and how revenue is recognized. Since the issuance of ASU 2014-09, the FASB has issued several amendments to the standard, including, among other matters, principal versus agent

considerations when another party is involved in providing goods or services to a customer; the application of identifying performance obligations; and the accounting for contract costs and contract modifications.

In April 2020, the FASB voted to defer the effective date for ASC 606 for franchisors that are not public business entities for one year. As a result, for such franchisors only, the revenue standard will be effective for periods beginning after December 15, 2019 and interim reporting periods within annual reporting periods beginning after December 15, 2020. The FASB also indicated it plans to conduct additional outreach with respect to reducing implementation costs for this industry, including the impact of how franchisors recognize initial franchise fees.

While the Company assesses the potential impact of the standard, there may be an impact related to timing and measurement of fees related to certain revenue arrangements based on the identification of performance obligations and whether certain services would be considered a material right. Furthermore, the new guidance requires franchise agreements to be analyzed for whether they are considered symbolic or functional licenses. Under the new guidance, revenue related to symbolic licenses will be recognized over time, whereas those related to functional licenses will be recognized at a point in time. The standard is required to be applied either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying it recognized at the date of initial application. The Company has not yet selected its transition method and is currently in the process of evaluating the potential impact of this new guidance on its 2021 financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, ("ASU 2016-02"), which requires lessees to recognize most leases on the balance sheet. This will increase lessees' reported assets and liabilities. ASU 2016-02 is effective for private entities for annual periods beginning after December 15, 2021. ASU 2016-02 mandates a modified retrospective transition method for all entities. Management has not yet determined what impact the adoption of ASU 2016-02 on October 1, 2022 will have on its financial statements.

3. BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash and accounts receivable. The Company maintains its cash with high-credit quality financial institutions. At times, such amounts may exceed federally insured limits. The concentration of credit risk with respect to accounts receivable is mitigated by the generally short payment terms. In addition, the Company closely monitors the extension of credit to its customers and franchisees while maintaining allowances for potential credit losses.

At September 30, 2020, no franchisees accounted for more than 10% of total accounts receivable. At September 30, 2019, two franchisees accounted for 23% and 17% of total accounts receivable.

4. TECHNOLOGY FEE

During fiscal year 2020, the Company replaced the advertising fund contributions with a technology fee. The Company charges a technology fee of \$85, for a one-year term, or \$75, for a five-year term, for each closed transaction by participating franchisees, in accordance with the provisions of the franchise agreements. The Company has complete discretion over the usage of the technology fee revenue.

NEXTHOME, INC.

(A DELAWARE CORPORATION)

NOTES TO FINANCIAL STATEMENTS**SEPTEMBER 30, 2020 AND 2019**

Formerly, under the advertising fund, the Company collected contributions of \$85, for a one-year term, or \$75, for a five-year term, for each closed transaction by participating franchisees. The Company had complete discretion over the usage of the advertising funds to be used to pay reasonable salaries, administrative costs, travel expenses and overhead spent on administering the advertising fund activities and its programs.

5. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

At September 30,	2020	2019
Computers and equipment	\$ 171,649	\$ 147,621
Vehicles	212,905	212,905
Furniture and fixtures	82,874	82,874
Leasehold improvements	29,978	29,978
	497,406	473,378
Less: accumulated depreciation and amortization	(304,379)	(233,866)
Total	\$ 193,027	\$ 239,512

For the years ended September 30, 2020 and 2019, depreciation and amortization expense amounted to \$70,513 and \$100,519, respectively.

6. INTANGIBLE ASSETS

At September 30, 2020, the carrying amount for the definite-lived intangible assets consists of the following:

At September 30,	2020	2019
RWNC intranet system software	\$ 750,000	\$ 750,000
Realty World Master franchise license agreement	-	422,336
RWNC franchise agreements	-	262,166
NextHome trademark	26,172	26,172
Server licenses	28,837	28,837
Domain names	38,673	38,673
	843,682	1,528,184
Less: accumulated amortization	(380,274)	(543,932)
Total	\$ 463,408	\$ 984,252

For the years ended September 30, 2020 and 2019, amortization expense amounted to \$79,723 and \$109,041, respectively.

During the year ended September 30, 2020, in connection with ceasing the use of the Realty World name, the Company sold the Realty World Master franchise agreement and the RWNC franchise agreements to RWI, an unrelated party, and recognized a loss of approximately \$441,000.

NEXTHOME, INC.
(A DELAWARE CORPORATION)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019

Future amortization of definite-lived intangibles as of September 30, 2020, is as follows:

Years ending September 30,	Amount
2021	\$ 64,510
2022	64,510
2023	64,510
2024	51,758
2025	50,000
Thereafter	168,120
Total	\$ 463,408

7. NOTES PAYABLE

On May 13, 2016, the Company entered into a promissory note agreement in the principal amount of \$1,350,000. The promissory note is secured by the Company's assets. The promissory note bears interest at a rate of 2.25% plus the prime rate quoted by the Wall Street Journal. At September 30, 2020 and 2019, the interest rate was 5.50% and 7.25%, respectively. At September 30, 2020 and 2019, the amounts outstanding under the promissory note amounted to \$707,298 and \$858,380, respectively.

On April 16, 2020, the Company entered into an agreement with Customers Bank in connection with the Paycheck Protection Program ("PPP") set forth in Sections 1102 and 1106 of the Coronavirus Aid, Relief, and Economic Security Act. Although the PPP allows that certain amounts may be forgiven by the lender under the direction of the administrator of the Small Business Administration so long as the requirements of the PPP for forgiveness are met, the Company has determined to account for amounts received as a note payable. The principal amount of \$533,518 bears interest at the rate of 1.00% per annum and has a maturity date of two years from the date of the first disbursement. On June 22, 2020, the PPP was amended to change the maturity date to be two years from the date of the loan. No payments are due during the first six months from the date of the first disbursement. Until an amount is forgiven, the principal amount owed is as set forth above and interest accrues thereon. The Company expects to apply for forgiveness of the loan in accordance with the PPP during 2021. At September 30, 2020, the amount outstanding under the PPP amounted to \$533,518.

At September 30, 2020, required principal payments on the notes payable are as follows:

Years ending September 30,	Amount
2021	\$ 486,590
2022	381,190
2023	181,402
2024	191,634
Total	\$ 1,240,816

Interest expense related to the notes payable amounted to \$50,496 and \$71,531 for the years ended September 30, 2020 and 2019, respectively.

NEXTHOME, INC.

(A DELAWARE CORPORATION)

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020 AND 2019

8. PROFIT SHARING PLAN

The Company maintains a 401(k) profit sharing plan covering all eligible employees. For the years ended September 30, 2020 and 2019, the Company made discretionary contributions amounting to \$126,883 and \$87,150, respectively.

9. STOCKHOLDERS' EQUITY

The Company's Certification of Incorporation dated September 11, 2011 authorized the issuance of 1,000 shares of Common Stock with a par value of \$0.0001 per share. The Company's Amended and Restated Certificate of Incorporation (the "Restated Certificate"), dated September 11, 2019, authorizes the issuance of 2,000,000 shares, of Common Stock with par value of \$0.0000001 per share. Effective filing of the Restated Certificate, each outstanding share of Common Stock was subdivided and split into 1,000 shares of Common Stock with a par value \$0.0000001 per share. As of September 30, 2020 and 2019, 1,000,000 shares of Common Stock were issued and outstanding.

10. STOCK-BASED COMPENSATION

The Company provides for grants of incentive stock options and non-statutory stock options to certain key employees. On September 23, 2019, the Company granted options for up to a total of 162.792 shares of the Company's common stock. The vesting period and exercise dates are determined on an individual basis by the Board of Directors of the Company. Exercise of an option may be conditioned upon performance criteria or other reasonable conditions such as term of employment. The options are exercisable up to ten years from the date of grant. In accordance with ASC 718, compensation expense related to stock-based payments are recorded over the requisite service period based on the grant date fair value of the awards.

The Company used the Black-Scholes option-pricing model to determine the impact under ASC 718 on the Company's net income (loss). The model utilizes certain information, such as the interest rate on a risk-free security maturing generally at the same time as the option being valued, and requires certain assumptions, such as the expected amount of time an option will be outstanding until it is exercised or it expires and the volatility associated with the price of the underlying stock, to calculate the fair value of the stock options granted.

No options were granted during the year ended September 30, 2020. The fair value of options granted during the year ended September 30, 2019 was estimated on the grant dates using the following weighted-average assumptions:

	2020	2019
Risk-free interest rate	0%	1.68%
Average expected life of options	-	8 years
Volatility	0%	65.0%
Expected dividend yield	0%	0%

A summary of the option activity as of September 30, 2020 and 2019, and the changes during the years then ended are presented below:

NEXTHOME, INC.
(A DELAWARE CORPORATION)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in Years)
Balance, September 30, 2019	162,792	\$ 4.29	10
Granted	-	\$ -	-
Exercised	-	\$ -	-
Forfeited/cancelled	-	\$ -	-
Balance, September 30, 2020	162,792	\$ 4.29	9

A summary of unvested options as of September 30, 2020 and 2019, and changes during the years then ended are presented below:

	Number of Options	Weighted Average Grant Date Fair Value Per Share
Unvested as of September 30, 2019	969	\$ 2.86
Granted	-	\$ -
Vested	(969)	\$ 2.86
Forfeited/cancelled	-	\$ -
Unvested as of September 30, 2020	-	\$ -

The Company recognized stock-based compensation expense of \$2,768 and \$450,516 for the years ended September 30, 2020 and 2019, respectively. With respect to the stock options granted to employees, the Company had no unvested shares and no unrecognized compensation expense related to the stock options as of September 30, 2020.

11. COMMITMENTS AND CONTINGENCIES

On August 27, 2014, the Company entered into a lease agreement for office space in Pleasanton, California. Effective June 1, 2018, the lease agreement was amended and the Company moved to a new office space. The amended maturity date is May 30, 2024. The lease provides for monthly payments ranging from \$23,123 to \$26,778. Rent expense for the years ended September 30, 2020 and 2019 amounted to \$302,079 and \$290,024, respectively.

Minimum future lease payments under the non-cancelable operating lease agreement as of September 30, 2020 are as follows:

Years ending September 30,	Amount
2021	\$ 302,686
2022	311,637
2023	159,921
Total	\$ 774,244

NEXTHOME, INC.

(A DELAWARE CORPORATION)

NOTES TO FINANCIAL STATEMENTSSEPTEMBER 30, 2020 AND 2019

Capital Leases The Company leases certain equipment under non-cancellable capital leases expiring at various points between November 2023 and June 2024. The cost of equipment under capital leases is included on the accompanying balance sheets as property and equipment and amounted to \$212,905 as of September 30, 2020 and 2019. The leased equipment is amortized annually over the life of the leases. Accumulated amortization of the leased equipment amounted to approximately \$14,000 and \$43,000 as of September 30, 2020 and 2019, respectively. Amortization of assets held under capital leases amounted to approximately \$14,000 and \$29,000 for the years ended September 30, 2020 and 2019, respectively. Interest expense related to the capital leases amounted to \$2,997 and \$3,623 for years September 30, 2020 and 2019, respectively.

Future minimum lease payments due under capital leases are as follows:

Years ending September 30,	Amount
2021	\$ 34,021
2022	36,680
2023	35,698
2024	12,796
Total	119,195
Less: imputed interest	(4,718)
Present value of minimum lease payments	114,477
Less: current portion	(33,475)
Capital lease obligations, net of current portion	\$ 81,002

Litigation Certain claims have been filed against the Company in the ordinary course of business. In the opinion of management, based in part on the advice of counsel, these matters are not expected to have a material effect on the Company's financial position or results of operations.

12. RELATED PARTY TRANSACTIONS

On December 12, 2016, the Company entered into two debt agreements with the stockholders amounting to \$88,397 and \$88,398. The debt agreements bear interest at an annual rate of 14% and provide for payments of principal and interest in the amount of \$1,572 beginning October 1, 2016 until each loan is paid in full. Both loans have a maturity date of October 31, 2024. As of September 30, 2020 and 2019, the remaining balance of the loans with the stockholders amounted to \$104,657 and \$125,491, respectively.

At September 30, 2020, required principal payments on the related party debt are as follows:

Years ending September 30,	Amount
2021	\$ 24,160
2022	27,768
2023	31,916
2024	20,813
Total	\$ 104,657

Interest expense related to related party debt amounted to \$16,710 and \$19,440 for years September 30, 2020 and 2019, respectively.

NEXTHOME, INC.
(A DELAWARE CORPORATION)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020 AND 2019

13. INCOME TAXES

The provision (benefit) for income taxes for the years ended September 30, 2020 and 2019 is as follows:

September 30,	2020	2019
Current:		
Federal	\$ -	\$ 49,700
State	800	19,695
Total current	800	69,395
Deferred:		
Federal	(52,709)	76,996
State	(28,990)	22,040
Total deferred	(81,699)	99,036
Provision (benefit) for income taxes	\$ (80,899)	\$ 168,431

Deferred income taxes are to be recognized on the expected future tax consequences of temporary differences between book and tax bases of assets and liabilities.

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities as of September 30, 2020 and 2019 are as follows:

September 30,	2020	2019
Deferred tax assets (liabilities):		
Property and equipment, net	\$ (42,461)	\$ (51,833)
Intangibles, net	10,942	6,050
Accounts receivable	(39,190)	(93,947)
Prepaid expenses	(30,919)	-
Accounts payable	105,884	124,631
Stock-based compensation	54,585	-
Net operating loss carryforward	12,668	-
Other	3,972	-
Total deferred tax assets (liabilities)	75,481	(15,099)
Less: valuation allowance	-	-
Net deferred tax assets (liabilities)	\$ 75,481	\$ (15,099)

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the period in which those temporary differences become deductible. Management considers projected future taxable income and tax planning strategies in making its assessment and has not recorded a valuation allowance against its deferred tax assets as of September 30, 2020 and 2019.

As of September 30, 2020, the Company had federal and state NOL carryforwards in the amount of approximately \$30,000 and \$91,000, respectively. The federal NOL generated from 2019 will carryforward indefinitely. The state NOL carryforwards expire starting in 2038.

14. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred from October 1, 2020 through the date that the financial statements were available to be issued, and determined that there were no subsequent events or transactions that required recognition or disclosure in the financial statements.

NEXTHOME, INC.

FINANCIAL STATEMENTS

Years Ended September 30, 2019, 2018, and 2017



NEXTHOME, INC.
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Years Ended September 30, 2019, 2018, and 2017

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INDEPENDENT AUDITOR'S REPORT



To the Board of Directors and Stockholders of
NextHome, Inc.

Report on the Financial Statement

We have audited the accompanying financial statements of NextHome, Inc. (a Delaware Corporation) (the Company) which comprise the balance sheets as of September 30, 2019, 2018, and 2017, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above presents fairly, in all material respects, the financial position of NextHome, Inc. as of September 30, 2019, 2018, and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Brokstein & Associates CPAs LLP

Brokstein & Associates CPAs LLP
Pleasant Hill, California
December 22, 2019



NEXTHOME, INC.
BALANCE SHEETS
September 30, 2019, 2018, and 2017

ASSETS	2019	2018	2017
CURRENT ASSETS			
Cash	\$ 740,246	\$ 660,558	\$ 271,531
Accounts receivable, less allowance of \$61,316 in 2019, \$22,115 in 2018, and \$20,095 in 2017	116,140	64,542	91,342
Contract termination claim receivable	-	-	9,778
Other receivables	16,811	13,240	9,475
Inventories	1,611	8,585	8,780
Prepaid expenses	116,416	26,143	41,527
TOTAL CURRENT ASSETS	991,224	773,068	432,433
PROPERTY AND EQUIPMENT			
Equipment	360,526	348,163	90,136
Furniture and fixtures	82,874	82,874	70,292
Leasehold improvements	29,978	29,978	14,640
	<u>473,378</u>	<u>461,015</u>	<u>175,068</u>
Less accumulated depreciation	(233,866)	(161,961)	(99,381)
	<u>239,512</u>	<u>299,054</u>	<u>75,687</u>
OTHER ASSETS			
Intangibles, net of amortization	984,252	1,076,566	1,151,378
Deposits	100,000	100,000	50,000
Deferred tax assets, net	130,682	110,285	137,146
	<u>1,214,934</u>	<u>1,286,851</u>	<u>1,338,524</u>
	<u><u>\$ 2,445,670</u></u>	<u><u>\$ 2,358,973</u></u>	<u><u>\$ 1,846,644</u></u>

See accompanying notes and independent auditor's report.



NEXTHOME, INC.
BALANCE SHEETS
September 30, 2019, 2018, and 2017

LIABILITIES AND STOCKHOLDERS' EQUITY	2019	2018	2017
CURRENT LIABILITIES			
Current portion of note payable	\$ 181,442	\$ 173,851	\$ 131,241
Current portion of notes payable to related parties	17,951	64,875	16,097
Income taxes payable	19,700	39,813	-
Accounts payable	187,694	59,649	103,063
Accrued expenses	148,888	101,209	6,929
Deferred revenue	286,732	261,935	183,483
TOTAL CURRENT LIABILITIES	842,407	701,332	440,813
LONG-TERM LIABILITIES			
Note payable	824,159	1,005,322	994,061
Notes payable to related parties	107,540	150,357	145,609
Incentive from lessor	-	-	9,644
Deferred tax liability	145,780	26,348	-
	1,077,479	1,182,027	1,149,314
STOCKHOLDERS' EQUITY			
Common stock, \$0.0000001 par value, 2,000,000 shares authorized, 1,000,000 shares issued and outstanding	1	1	1
Additional paid-in capital	1,078,516	628,000	628,000
Retained earnings (deficit)	(552,733)	(152,387)	(371,484)
	525,784	475,614	256,517
	\$ 2,445,670	\$ 2,358,973	\$ 1,846,644

See accompanying notes and independent auditor's report.



NEXTHOME, INC.
STATEMENTS OF INCOME
Years Ended September 30, 2019, 2018, and 2017

REVENUE	2019	2018	2017
Royalty fees, net of discounts	\$ 4,829,903	\$ 3,715,640	\$ 2,507,619
Advertising fund contributions, net of discounts	1,791,745	1,344,855	836,878
Conference sponsorships and tickets	672,633	448,595	375,172
Service fees	112,541	98,239	327,304
Initial franchise fees	298,860	434,550	369,100
Franchise renewal fees	213,195	280,933	217,588
Franchise transfer fees	39,350	12,150	6,200
Other income	327,877	226,996	148,456
	<u>8,286,104</u>	<u>6,561,958</u>	<u>4,788,317</u>
OPERATING EXPENSES			
Compensation	3,608,521	2,912,157	2,066,878
Selling expenses	2,411,050	1,833,795	1,373,125
Professional services	544,516	251,280	449,652
Administrative	825,889	785,487	364,315
Depreciation and amortization	209,560	166,230	131,273
Interest	94,594	95,032	98,073
Occupancy	324,809	194,419	123,113
Bad debts	41,991	11,798	8,076
	<u>8,060,930</u>	<u>6,250,198</u>	<u>4,614,505</u>
INCOME (LOSS) FROM OPERATIONS	<u>225,174</u>	<u>311,760</u>	<u>173,812</u>
OTHER INCOME (EXPENSE)			
Equity-based compensation	(450,516)	-	-
Interest income	557	372	381
Legal settlements	(7,130)	-	-
	<u>(457,089)</u>	<u>372</u>	<u>381</u>
INCOME (LOSS) BEFORE INCOME TAXES	<u>(231,915)</u>	<u>312,132</u>	<u>174,193</u>
INCOME TAX EXPENSE (BENEFIT)	<u>168,431</u>	<u>93,035</u>	<u>44,381</u>
NET INCOME (LOSS)	<u>\$ (400,346)</u>	<u>\$ 219,097</u>	<u>\$ 129,812</u>

See accompanying notes and independent auditor's report.



NEXTHOME, INC.
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
Years Ended September 30, 2019, 2018, and 2017

	Common Stock	Additional Paid-in Capital	Retained Earnings (Deficit)	Total
BALANCE, October 1, 2016	\$ 1	\$ 628,000	\$ (501,296)	\$ 126,705
Capital contributions	-	-	-	-
Net loss	-	-	129,812	129,812
BALANCE, September 30, 2017	1	628,000	(371,484)	256,517
Capital contributions	-	-	-	-
Net income	-	-	219,097	219,097
BALANCE, September 30, 2018	1	628,000	(152,387)	475,614
Capital contributions	-	-	-	-
Stock options granted	-	450,516	-	450,516
Net income	-	-	(400,346)	(400,346)
BALANCE, September 30, 2019	\$ 1	\$ 1,078,516	\$ (552,733)	\$ 525,784

See accompanying notes and independent auditor's report.



NEXTHOME, INC.
STATEMENTS OF CASH FLOWS
Years Ended September 30, 2019, 2018, and 2017

	2019	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	\$ (400,346)	\$ 219,097	\$ 129,812
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	100,519	62,581	32,431
Amortization	109,041	103,649	98,842
Bad debts	41,991	22,115	8,076
Equity-based compensation expense	450,516	-	-
Deferred tax benefit (expense)	99,035	53,209	43,580
Gain on sale of asset	(2,173)	-	-
(Increase) decrease in:			
Accounts receivable	(90,799)	4,685	(31,720)
Other receivables	(3,572)	6,012	5,869
Inventories	6,974	195	6,969
Prepaid expenses	(90,273)	15,384	(33,496)
Prepaid income taxes	-	-	-
Deposits	-	(50,000)	-
Increase (decrease) in:			
Accounts payable	128,045	(43,414)	55,586
Accrued expenses	47,679	94,280	(25,988)
Deferred income	24,797	78,452	78,670
Income taxes payable	(20,113)	39,813	-
Incentive from lessor	-	(9,644)	(3,616)
Net cash provided by operating activities	<u>401,321</u>	<u>596,414</u>	<u>365,015</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of fixed assets	(115,551)	(314,784)	(42,057)
Proceeds from disposition of fixed assets	65,464	-	-
Net cash used by investing activities	<u>(50,087)</u>	<u>(314,784)</u>	<u>(42,057)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Principal payments on notes payable	(245,034)	(145,561)	(145,981)
Principal payments on notes payable to shareholders	(89,741)		
Proceeds from notes payable	63,229	252,958	-
Net cash provided (used) by financing activities	<u>(271,546)</u>	<u>107,397</u>	<u>(145,981)</u>
NET INCREASE (DECREASE) IN CASH	<u>79,688</u>	<u>389,027</u>	<u>176,977</u>
CASH, BEGINNING OF YEAR	<u>660,558</u>	<u>271,531</u>	<u>94,554</u>
CASH, END OF YEAR	<u><u>\$ 740,246</u></u>	<u><u>\$ 660,558</u></u>	<u><u>\$ 271,531</u></u>
SUPPLEMENTAL DISCLOSURES			
Interest paid	<u>\$ 94,594</u>	<u>\$ 95,032</u>	<u>\$ 98,073</u>
Income taxes paid	<u>\$ 89,509</u>	<u>\$ 13</u>	<u>\$ 800</u>

See accompanying notes and independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 1: ORGANIZATION AND BUSINESS

NextHome, Inc. (the Company), is a Delaware C corporation, which was incorporated on September 30, 2011, and commenced operations on May 30, 2014, when the Company acquired the assets including cash, receivables, property and equipment, and intangibles of Realty World Northern California, Inc. The Company operates both franchise networks under the trade names of Realty World Northern California and Nevada (RWNC) and NextHome. It offers and manages real estate franchises in markets throughout the United States.

At September 30, 2019, there are 120 RWNC franchises and 357 NextHome franchises in operation, which are being maintained by the Company. Additionally, there are 14 NextHome franchises that have been sold but are not yet in operation at September 30, 2019.

At September 30, 2018, there are 137 RWNC franchises and 301 NextHome franchises in operation, which are being maintained by the Company. Additionally, there are 17 NextHome franchises that have been sold but are not yet in operation at September 30, 2018.

At September 30, 2017, there were 152 RWNC franchises and 203 NextHome franchises in operation, which are being maintained by the Company. Additionally, there are 26 NextHome franchises that have been sold but are not yet in operation at September 30, 2017.

NOTE 2: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through December 22, 2019, the date on which the financial statements were available to be issued.

NOTE 3: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Method of accounting

The Company maintains its books and prepared these financial statements on the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

Revenue recognition

Revenues principally consist of continuing franchise fees, royalties, advertising fund contributions, and service fees. Revenue is recognized when there is persuasive evidence of an arrangement, the service has been rendered, the price is fixed or determinable and collection of the fees is reasonably assured. Conference revenue is recognized when the Company's events occur.

Advance payments are deferred and recognized as revenue when services are provided.

Cash equivalents

For the purposes of the statement of cash flows, the Company considers all short-term securities purchased with maturity of three months or less to be cash equivalents. There are no cash equivalents at September 30, 2019, 2018, and 2017.

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 3: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounts receivable

Accounts receivable from franchisees are reported at the amount management expects to collect from outstanding balances. As of September 30, 2019, 2018, and 2017, accounts receivable from franchisees amount to \$177,456, \$86,657, and \$111,437, respectively. The Company considers receivables outstanding over ten days to be past due. Management evaluates accounts receivable at year end and an allowance is provided for accounts considered uncollectible. As of September 30, 2019, 2018, and 2017, the allowance is \$61,316, \$22,115, and \$20,095, respectively.

Inventory Valuation

Inventory consists of NextHome brand apparel and is valued at the lower of cost or market.

Property and equipment

Property and equipment are recorded at cost. Depreciation is computed using the straight-line and the declining balance methods over the estimated useful lives of the related assets for financial reporting purposes. Depreciation expense for the years ended September 30, 2019, 2018, and 2017 is \$100,519, \$62,581, and \$32,431, respectively.

Intangible assets

Intangible assets with definite lives are amortized on a straight-line basis over their estimated useful lives between three and fifteen years. Costs to renew or extend the term of an intangible asset are capitalized.

Income taxes

The Company accounts for income taxes using the asset and liability method. Under this method, deferred income tax assets and liabilities are recognized for the future income tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases. Deferred income tax assets and liabilities are measured using enacted rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred income tax assets and liabilities of a change in rates is recognized in income in the period that includes the enactment date. A valuation allowance is provided to reduce deferred income tax assets to the amount expected to be realized when appropriate.

Equity-Based Compensation

The Company recognizes compensation expense associated with equity-based compensation as a component of "Other Income (Expense)" on the accompanying Statements of Income. All equity-based compensation is required to be measured at fair value on the grant date, is expensed over the requisite service period, and forfeitures are accounted for as they occur. The Company recognizes compensation expense on awards on a straight-line basis over the requisite service period for the entire award.

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 3: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Advertising costs

The Company's policy is to expense advertising costs as such costs are incurred. Advertising expense amounts to \$876,786, \$655,408, and \$578,694 for the years ended September 30, 2019, 2018, and 2017.

Use of estimates

Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Compensated Absences

An accrual for compensated absences is not recorded because the Company has an unlimited vacation policy for its employees and the amount of the obligation cannot be reasonably estimated. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

Reclassifications

Certain reclassifications have been made to the financial statements as of and for the years ended September 30, 2018 and 2017 to correspond to the current year's presentation. Total equity and net income are unchanged due to these reclassifications.

Recently Adopted Accounting Pronouncements

In November 2015, the FASB issued ASU 2015-17, Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes, which requires that deferred tax assets and liabilities be classified as non-current in a classified balance sheet. ASU 2015-17 is adopted by the Company as of October 1, 2018 and \$110,285 previously presented as "Current deferred tax asset" was reclassified to "Deferred tax assets, net" in the accompanying Balance Sheets and related disclosures as of September 30, 2018. The Company's results of operations were not affected.

New Accounting Pronouncements Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which requires lessees to recognize the assets and liabilities that arise from all leases on the balance sheets. ASU 2016-02 is required to be adopted by the Company on October 1, 2021. Early adoption is permitted in any interim or annual reporting period. The standard requires a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest comparative period in the financial statements. The Company has not yet determined the effect of the standard on its financial statements and related disclosures.

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 3: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

New Accounting Pronouncements Not Yet Adopted

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606), with several subsequent amendments, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The ASU will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. The Company adopted this standard on October 1, 2019. The Company will use the modified retrospective transition method, which will result in restating each prior reporting period presented, fiscal years 2018 and 2017, in the year of adoption. The Company has not yet determined the effect of the standard on its financial statements and related disclosures.

NOTE 4: CONCENTRATIONS OF RISK

Cash in Bank

The Company maintains its cash balances in financial institutions, which from time to time exceed amounts insured by the Federal Deposit Insurance Corporation ("FDIC"). The FDIC insures cash accounts at banks for up to \$250,000 per depositor. As of September 30, 2019, cash balances exceed FDIC insurance limits by \$538,428. As of September 30, 2018, cash balances exceed FDIC insurance limits by \$556,767. As of September 30, 2017, cash balances exceed FDIC insurance limits by \$76,871.

Receivables from franchisees

At September 30, 2019, two franchisees accounts for 23%, and 17% of total accounts receivable. At September 30, 2018, three franchisees accounts for 21%, 12% and 11% of total accounts receivable. At September 30, 2017, one franchisee accounts for 12% of total accounts receivable.

NOTE 5: INCOME TAXES

As of September 30, 2019 and 2018, the Company files income tax returns in the U.S. federal jurisdiction and the California jurisdiction, and files franchise tax returns with the State of Delaware. As of September 30, 2017, the Company also filed income tax returns in the Florida jurisdiction.

The details of the Company's income tax provision (benefit) for the years ended September 30, 2019, 2018, and 2017, are set forth below:

	2019	2018	2017
Current:			
Federal	\$ 49,700	\$ 20,557	\$ -
State	19,695	19,269	800
Deferred:			
Federal	76,996	52,025	33,371
State	22,040	1,184	10,210
	<u>\$ 168,431</u>	<u>\$ 93,035</u>	<u>\$ 44,381</u>

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 5: INCOME TAXES

The details of deferred tax assets (liabilities) as of September 30, 2019 are set forth below:

	Federal	State	Total
Deferred tax assets (liabilities):			
Property and equipment, net	\$ (48,111)	\$ (3,722)	\$ (51,833)
Intangibles, net	4,258	1,792	6,050
Accounts receivable	(66,115)	(27,832)	(93,947)
Accounts payable	87,710	36,921	124,631
	<u>(22,258)</u>	<u>7,159</u>	<u>(15,099)</u>
Valuation allowance	-	-	-
Deferred tax assets (liabilities)	<u>\$ (22,258)</u>	<u>\$ 7,159</u>	<u>\$ (15,099)</u>

The details of deferred tax assets (liabilities) as of September 30, 2018 are set forth below:

	Federal	State	Total
Deferred tax assets (liabilities):			
Property and equipment, net	\$ (26,994)	\$ (981)	\$ (27,975)
Intangibles, net	(365)	1,991	1,627
Accounts receivable	(25,232)	(9,187)	(34,419)
Accounts payable	102,654	37,375	140,029
State income taxes payable	4,675	-	4,675
	<u>54,738</u>	<u>29,199</u>	<u>83,937</u>
Valuation allowance	-	-	-
Deferred tax assets (liabilities)	<u>\$ 54,738</u>	<u>\$ 29,199</u>	<u>\$ 83,937</u>

The details of deferred tax assets (liabilities) as of September 30, 2017 are set forth below:

	Federal	State	Total
Deferred tax assets:			
Net operating loss	\$ 90,020	\$ 21,620	\$ 111,640
Property and equipment, net	(13,711)	(673)	(14,384)
Intangibles, net	7,434	2,191	9,625
Accounts receivable	(42,793)	(12,610)	(55,403)
Accounts payable	90,936	26,796	117,732
	<u>131,886</u>	<u>37,324</u>	<u>169,210</u>
Valuation allowance	<u>(25,123)</u>	<u>(6,941)</u>	<u>(32,064)</u>
Deferred tax assets	<u>\$ 106,763</u>	<u>\$ 30,383</u>	<u>\$ 137,146</u>

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 5: INCOME TAXES

A valuation allowance has been established to reduce the deferred tax benefit due to uncertainty as to whether the tax benefits would ever be realized.

Income tax provision differs from the expense that would result from applying federal statutory rates to income before income taxes because deferred income taxes are based on average tax rates.

The Company has adopted FASB ASC 740-10-25, *Accounting for Uncertainty in Income Taxes*. The Company will record a liability for uncertain tax positions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

From time to time, the Company may be subject to interest and penalties assessed by various taxing authorities. These amounts are classified as other expenses when they occur.

NOTE 6: INTANGIBLE ASSETS

Intangible assets consists of the following as of September 30:

	2019	2018	2017
RWNC Intranet system software	\$ 750,000	\$ 750,000	\$ 750,000
Realty World Master franchise license agreement	422,336	422,336	422,336
RWNC franchise agreements	262,166	262,166	262,166
NextHome trademark	26,172	26,172	26,172
Server licenses	28,837	28,837	-
Domain names	38,673	21,946	21,946
	<u>1,528,184</u>	<u>1,511,457</u>	<u>1,482,620</u>
Accumulated amortization	<u>(543,932)</u>	<u>(434,891)</u>	<u>(331,242)</u>
	<u>\$ 984,252</u>	<u>\$ 1,076,566</u>	<u>\$ 1,151,378</u>

The Company amortizes intangible assets with finite lives on a straight-line basis over their estimated useful lives. Amortization expense for the years ended September 30, 2019, 2018, and 2017 are \$109,041, \$103,649, and \$98,842. Estimated amortization expense is \$109,569 for each of the next five years.

NOTE 7: NOTES PAYABLE

At September 30, 2019, the Company has a note payable to a corporation of \$858,380. The balance at September 30, 2018 and 2017 was \$995,840 and \$1,125,302, respectively. The note is secured by the Company's assets, with interest charged at a rate of 2.25% plus the prime rate.

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 7: NOTES PAYABLE

The following adjustments were made to the note payment schedule based on interest rate adjustments: As of October 1, 2016, the payments were \$16,137, as of January 1, 2017, the payments increased to \$16,426, as of April 1, 2017, the payments increased to \$16,570, as of July 1, 2017, the payments increased to \$16,710, as of January 1, 2018, the payments increased to \$16,842, and as of April 1, 2018, the payments increased to \$16,970. As of July 1, 2018, the payments increase further to \$17,095, or the amortized balance, whichever is greater, until the loan is paid off in September, 2024.

The Company has notes payable to banks totaling \$147,221 at September 30, 2019 and \$183,333 at September 30, 2018. Interest is charged at rates between zero and 4.90%, and total monthly installments is \$3,057. The notes mature between December, 2023 and February, 2024.

Notes payable to related parties consisted of the following:

The Company had a note payable to a related party that was paid in full during the year ended September 30, 2017. Monthly payments of \$1,250 were required including interest charged at 4%.

The note was secured by the Company's domain name and registered trademark. The assets were released from the lien during the year ended September 30, 2017 after the note payable was paid in full.

The Company has a balance due to shareholders for advances made to the Company. The balance owed to the shareholders at September 30, 2019, 2018, and 2017 is \$125,491, \$215,232, and \$161,706, respectively. Interest on the notes is charged at a rate of 14% per annum until the note is paid off in full in October, 2024.

Scheduled maturities of the notes payable in each of the five years subsequent to September 30, 2019 are as follows:

As of September 30:	Amount
2020	\$ 199,393
2021	220,323
2022	234,277
2023	250,817
2024	226,282
Thereafter	-
Total	<u>\$ 1,131,092</u>

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 8: INCENTIVE EQUITY PLAN

The Company has a stock option plan that covers certain key employees. On September 23, 2019, the Company granted options for up to a total of 162,792 shares of Company stock to those key employees. Those options expire 10 years after the date of grant. Using the Black-Scholes-Merton option pricing model, the calculated value per share on the grant date was \$3. The shares vest immediately or over four years with an exercise price of \$4. The shares will be issued when exercised from a pool of reserved shares.

The total calculated value of options granted during the year ended September 30, 2019 is \$465,048. The amounts recognized during the year then ended for vested options include \$465,048 of compensation expense. The remaining compensation expense of \$14,532 will be recognized in the year subsequent to September 30, 2019.

The significant assumptions used to determine the calculated value of options during the year ended September 30, 2019 are as follows:

Risk-free interest rate	2%
Expected dividend yield	0%
Expected volatility	65%
Expected expiration	8 years

The following is an analysis of options to purchase shares of the Company's stock issued and outstanding as of September 30, 2019:

	Options	Weighted Average Exercise Price
Options outstanding, beginning of year	-	\$ -
Granted	162,792	4
Exercised	-	-
Expired	-	-
Options outstanding, end of year	<u>162,792</u>	<u>\$ 4</u>

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 8: INCENTIVE EQUITY PLAN

The weighted average remaining contractual term of options outstanding as of September 30, 2019 is ten years.

Nonvested Options	Options	Weighted Average Calculated Value
Total non-vested options outstanding, beginning of year	-	\$ -
Granted	162,792	4
Vested	(157,705)	4
Forfeited	-	-
Total non-vested options outstanding, end of year	<u>5,087</u>	<u>4</u>
Options exercisable, end of year	<u><u>157,705</u></u>	<u><u>\$ 4</u></u>

The weighted average remaining contractual term of options exercisable as of September 30, 2019 is ten years.

NOTE 9: COMMITMENTS AND CONTINGENCIES

Commitments

The Company has a long-term agreement to lease office space in Pleasanton, California. The lease agreement was amended, effective June 1, 2018, and the Company moved to a new office space. Rent expense for the years ended September 30, 2019, 2018, and 2017 is \$286,758, \$156,096, and \$93,413, respectively.

The Company received a credit of \$21,634 as a lease incentive when the initial lease was signed in 2014. The amount was recognized as a reduction of rental expense on a straight-line basis over the term of the lease until the lease was amended. The remaining balance was fully amortized during the year ending September 30, 2018.

See independent auditor's report.



NEXTHOME, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2019, 2018, and 2017

NOTE 9: COMMITMENTS AND CONTINGENCIES

The following is a schedule of estimated future minimum base rental payments for the next five years:

As of September 30:	Amount
2020	\$ 288,512
2021	297,464
2022	306,416
2023	315,368
2024	214,224

Litigation

The Company files and is subject to litigation claims arising in the ordinary course of business. The Company believes that it has adequately accrued for legal matters in accordance with the requirements of GAAP. The Company records litigate accruals for legal matters which are both probable and estimable and for related legal costs as incurred.

NOTE 10: DEFINED-CONTRIBUTION SAVINGS PLAN

The Company sponsors a 401(k) and profit-sharing defined contribution plan covering eligible employees. Total employer contributions for the years ended September 30, 2019, 2018, and 2017 are \$87,150, \$76,252, and \$55,433, respectively.

See independent auditor's report.



NextHome, Inc.

**LIST OF CURRENT AND
FORMER FRANCHISEES**

EXHIBIT D
to *NextHome* Franchise Disclosure Document

LIST OF FRANCHISEES AS OF SEPTEMBER 30, 2020

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome Arctic Sun	600 3rd Street	Fairbanks	AK	99701	907-456-4653	Fairbanks Property, LLC Attn: Kirk Maynard
NextHome Southern Realty	1100 27th St. S, Suite 100	Birmingham	AL	35205	205.881.1600	Magic Places, LLC Attn: Jean Burford, Ben Burford, Alan McMichael, Sharon McMichael
NextHome Limitless Realty	204 9th Street SW	Cullman	AL	35055	256.841.6767	Limitless Realty, LLC Attn: Stacey Smith
NextHome Kel Mitchell	407 Franklin Street, Suite 201	Huntsville	AL	35801	256-503-0534	Kel Mitchell Real Estate Team, LLC Attn: Kelvin Mitchell
NextHome Star Real Estate	1442 W I-65 Service Rd S	Mobile	AL	36693	251.776.3393	Star Real Estate Company, LLC Attn: Shabbir Hossain
NextHome NWA Pro Realty	1401 SW 14th Street	Bentonville	AR	72712	479.418.3000	NWA Pro Realty, LLC Attn: Chance Schubert
NextHome Local Realty Group	1315 North Street, Suite 103	Conway	AR	72034	501.500-4663	Wendy Ferguson and Scott Ferguson Attn: Wendy Ferguson, Scott Ferguson
NextHome BHB Property Advisors	5510 Southwest Dr, Suite 3	Jonesboro	AR	72404	479.316.3427	BHB Property Advisors, LLC Attn: Tommy Hendrix- Brown, Remington Hendrix-Brown, Ashley Bowie, Tammie Brown
NextHome Source	2105 N. Nevada Street	Chandler	AZ	85225	480-296-8733	Southwest Image Realty, LLC Attn: Linda Chafey
NextHome Valleywide	4980 S. Alma School Rd.	Chandler	AZ	85248	480-621-6828	Omni Arizona, LLC Attn: Craig Akers, Stacey Akers
NextHome Elite Realty (Mesa)	1130 N. Val Vista Dr, Suite 104	Mesa	AZ	85213	480.201.5622	Elite Realty Venture, LLC Attn: Stacy Mills, Sandra Hershey
NextHome Complete Realty (Tucson/Phoenix)	3101 N. Central Ave, #A217	Phoenix	AZ	85012	480.887.8727	Revolution Real Estate, LLC Attn: James Snodgrass, Maria Serino
NextHome Alliance (Queen Creek)	22246 S. Ellsworth Road	Queen Creek	AZ	85142	480.382.4603	HomeTech Realty, LLC. Attn: Christopher Benson, Scott Baglien
NextHome City To City	6930 E. Exeter Blvd.	Scottsdale	AZ	85251	480.570.3330	Maymar Investments, LLC. Attn: Gary May, Cindy May
NextHome Modern Market (Scottsdale)	18291 N Pima Road, Ste. 110-399	Scottsdale	AZ	85255	480.758.9065	Clare LeForce Attn: Clare LeForce
NextHome Complete Realty (Tucson)	236 S. Scott Avenue, #101	Tucson	AZ	85701	520.200.4027	Revolution Real Estate, LLC Attn: James Snodgrass, Maria Serino
NextHome Utica Properties	1239 S. Main Street	Angels Camp	CA	95222	209.736.9595	JT Utica, Inc. Attn: Tamara Dillashaw, Jeffrey Rasmussen
NextHome Town & Country (Brentwood)	100 Cortona Way	Brentwood	CA	94513	925.383.5590	Pigati Inc. Attn: Anthony Pigati
NextHome Living (Katy/Calabasas)	4774 Park Granada #8533	Calabasas	CA	91372	818.415.2650	Robyn Jones Homes, LLC Attn: Robyn Jones, Alvin

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Jones
NextHome In The Valley	1437 Lincoln Avenue	Calistoga	CA	94515	707.328.7749	Kala Group Attn: Shpendi Citaku, Sandy Tucker
NextHome Bella Properties	2173 Salk Ave., Suite 250	Carlsbad	CA	92008	760.908.0842	Bankore Financial, Inc. Attn: Sacha Garnicki
NextHome Anthem Realty	10900 E. 183rd St., #285	Cerritos	CA	90703	562.253.9927	NTMR Holdings, Inc. Attn: Vincent Martinez
NextHome North Valley Realty	641 Flume	Chico	CA	95928	530.717.0579	Jacob Darr and Casey Smyth Attn: Jacob Darr, Casey Smyth
NextHome Millennium	7405 Greenback Lane, #200	Citrus Heights	CA	95610	916.910.3006	Kirk Richey Properties, Inc. Attn: Cara Richey, Brian Kirk
NextHome CenCal	55 Shaw Avenue, Suite 102	Clovis	CA	93612	(559) 540-2300	Nala Enterprises, Inc. Attn: Anthony Fraser, Laura Fraser
NextHome Innovative Real Estate	1355 Willow Way, Suite 250	Concord	CA	94520	925-765-4350	JBD Waite Corporation Attn: David Waite
NextHome Findly Estates (Corona)	1101 California Avenue, #100	Corona	CA	92881	951.217.0111	America's Alternative Realty, Inc Attn: Dennis Findly
NextHome Free	387 Magnolia Ave	Corona	CA	92879	909.816.8285	Trademark Mortgage, Inc Attn: James Free
NextHome Landcastle Luxury	675 Hartz Ave, Suite 301	Danville	CA	94526	925.855.7454	Landcastle, Inc. Attn: James Brennan
NextHome Cornerstone Real Estate	2624 Emerald Bay Dr.	Davis	CA	95618	530.304.0918	Gold and Associates Real Estate, Inc. Attn: Cory Gold
NextHome Modern Market (Scottsdale/Discovery Bay)	2403 Pinehurst Court	Discovery Bay	CA	94505	480-758-9065	Clare LeForce Attn: Clare LeForce
NextHome Nest Broker	1730 E. Holly Avenue	El Segundo	CA	90245	323.708.3702	Nest Broker, Inc. Attn: Anteneh Dejene, Bitania Girma
NextHome Sunrise Real Estate	7537 Kreth Road	Fair Oaks	CA	95628	916 390 7533	John Leon David Attn: Kirsten and John David
NextHome Premier Properties (Folsom)	2766 East Bidwell Street, Unit #300	Folsom	CA	95630	916.996.8466	Corey Rasmussen Attn: Corey Rasmussen
NextHome Luxe Group	3409 Ocean View Blvd.	Glendale	CA	91208	(818) 650-2530	Property Shop, Inc. Attn: Sevan Baroni
NextHome Signature Properties	9700 Village Center Drive, Suite 140	Granite Bay	CA	95746	916.425.6365	S & D Mitch Enterprises, Inc. Attn: Debbie Mitchell
NextHome Generations	3286 Arden Road	Hayward	CA	94545	510-625-8900	Realty World East Bay, Inc. Attn: Jerry Tran
NextHome Four Corners Real Estate Group	PMB 234, 1760 Airline Highway, Suite F	Hollister	CA	95023	831.219.3131	Four Corners Real Estate Group Corporation Attn: Barbara Douglass-Scherer, Nants Foley, Mark Scherer, Sr., Timothy Foley
NextHome Casa Realty	1912 Ravista Lane	La Canada Flintridge	CA	91011	416-319-8700	Good Karma Real Estate, Inc. Attn: Nick Pavlov, Leonard Sterling
NextHome Coastal	22956 El Toro Road	Lake Forest	CA	92630	949-419-2900	Beneficial Realty Group, Inc. Attn: Marlene Waterhouse, Tina

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Hartman
NextHome Yvette Sloan (Middletown/Lakeport)	120 3rd Street	Lakeport	CA	95453	707-355-2171	Sloan Group, Inc. Attn: Yvette Sloan, Bruce Sloan
NextHome Estates Realty Group	2631 Copa De Oro Dr.	Los Alamitos	CA	90720	562.594.4200	Mckenzie Estates Realty Group Inc. Attn: Thomas McKenzie, JD, RENE, PSA, SRES
NextHome Mammoth Lakes	PO Box 7407	Mammoth Lakes	CA	93546	760-260-8500	Resort Property Realty, Inc. Attn: Eric Leach
NextHome Campbell Realty (Marysville)	417 4th Street	Marysville	CA	95901	530-301-3164	W.S. Coin Inc. Attn: Melia Campbell
NextHome Yvette Sloan (Middletown)	21138 Calistoga Rd.	Middletown	CA	95461	707-355-2171	Sloan Group, Inc. Attn: Yvette Sloan, Bruce Sloan
NextHome Cedar Street Realty (Roseville/Modesto)	3848 McHenry Avenue, Suite 135, #187	Modesto	CA	95356	916-550-9616	Cedar Street Realty, Inc. Attn: Montalvo-Rivers Team, Sherry Montalvo
NextHome Progressive	1105 Kansas Avenue	Modesto	CA	95351	209-505-8679	Curtis Green Attn: Curtis Green
NextHome Findly Estates (Corona/Murrieta)	26341 Jefferson Avenue, Unit H	Murrieta	CA	92562	951.217.0111	America's Alternative Realty, Inc Attn: Dennis Findly
NextHome Pacific Coast Realty	307 A East Matilija Street	Ojai	CA	93023	805.646.6768	Becker Services, Inc. Attn: Jeri Becker, Troy Becker
NextHome CREA Real Estate	3200 E. Guasti Road, Suite 100	Ontario	CA	91761	(800) 582-0140	CREA Realty Group, Inc. Attn: Salvador Torres
NextHome Wealth Advisors	78856 Amare Way	Palm Desert	CA	92211	714.618.1391	The Ray Corporation Attn: Jerry Salyers
NextHome The Foothills	680 E. Colorado Boulevard, Suite 180	Pasadena	CA	91101	626.255.4939	CREA Realty Group, Inc. Attn: Salvador Torres
NextHome Central Coast Properties	P.O. Box 340	Paso Robles	CA	93447	805.748.2477	Cody Wilcoxson Attn: Cody Wilcoxson
NextHome Champion Elite	10980 Arrow Rte. #104	Rancho Cucamonga	CA	91730	909.360.2773	SRI Realty Group Attn: Stephanie Velez
NextHome Citrus City	6820 Indiana Avenue	Riverside	CA	92506	951-531-3621	3S Real Estate Group, Inc. Attn: Scott Gieser
NextHome Cedar Street Realty (Roseville)	426 Folsom Road	Roseville	CA	95678	916-550-9616	Cedar Street Realty, Inc. Attn: Montalvo-Rivers Team, Sherry Montalvo
NextHome Select	3017 Douglas Blvd., Suite 300	Roseville	CA	95661	916.698.7005	Renovest, Inc. Attn: Jason Lewis
NextHome Vision	2999 Douglas Blvd, Suite 180	Roseville	CA	95661	833.567.7653	Vision Real Estate, Inc. Attn: Kristi Ghent
NextHome Sterling	7500 Elsie Avenue	Sacramento	CA	95828	916-206-1820	Sterling Real Estate Attn: Amandeep Singh
NextHome Lifestyles	1975 Hamilton Avenue, #36	San Jose	CA	95125	(408) 377-2299	Eagle Home Group, Inc. Attn: Mike Gill, Brad Gill
NextHome Wine Country Premier	1303 College Avenue	Santa Rosa	CA	95404	707.703.1771	MGV Partners, Inc. Attn: The Wine Country Home Team, Eric Goldschlag, Teri Villeggiante, John McNeill, Laura McNeill
NextHome Atlas Realty	15260 Ventura Blvd., Suite 1200	Sherman Oaks	CA	91403	(818) 796-2100	Atlas Realty Advisors, Inc. Attn: Bert Haboucha
NextHome Element Realty (Simi Valley)	21 W. Easy Street, Suite 103	Simi Valley	CA	93065	818-237-9426	Element Realty, Inc. Attn: John Jackson
NextHome Team Link	754 Trail Rock Court	Simi Valley	CA	93065	805-587-3688	Team Link Realtors, Inc.

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
Realtors						Attn: Emily Link
NextHome Terra (Simi Valley)	3325 Cochran Street, Suite 206	Simi Valley	CA	93063	805.334.6757	Oak Summit Real Estate, Inc. Attn: David Woodruff
NextHome Preferred Properties (Solvang)	Suite E	Solvang	CA	93463	805-708-6400	Decker Realty, Inc. Attn: Steve Decker
NextHome Approved	2027 Grand Canal Blvd., #20	Stockton	CA	95207	209.395.3848	Champion Realty, Inc. Attn: Denise Martin, Xavier Abrams
NextHome Modern Market (Scottsdale/Tracy)	672 West 11th Street, Suite 112	Tracy	CA	95376	480-758-9065	Clare LeForce Attn: Clare LeForce
NextHome Family Tree Realty	411 Davis Street	Vacaville	CA	95688	707.689.0392	SSMS, Inc. Attn: Shawn Mills
NextHome Real Estate Rockstars	23734 Valencia Blvd., #110	Valencia	CA	91355	661.877.1929	CZSCV, Inc. Attn: Cherrie Brown, Zach McReynolds
NextHome Inclusive Realty	9452 Telephone Rd, #122	Ventura	CA	93004	805.293.1130	Vasileio Ventures, Inc. Attn: Afolabi Olaleye
NextHome Liberty	12441 Hesperia Road, Suite A-2	Victorville	CA	92395	760.539.6062	Liberty Real Estate Enterprises, Inc. Attn: Jacob Solis, Fransisco Vizcarra
NextHome Living (Katy/West Hollywood)	8033 West Sunset Blvd., #954	West Hollywood	CA	90046	832.769.5801	Robyn Jones Homes, LLC Attn: Robyn Jones, Alvin Jones
NextHome Oak Summit (Simi Valley/Thousand Oaks)	3625 Thousand Oaks Blvd., Suite 122	Westlake Village	CA	91362	805.751.6450	Oak Summit Real Estate, Inc. Attn: David Woodruff
NextHome Golden State	622 Main Street	Woodland	CA	95695	5307236106	BPM Downtown Project, Inc. Attn: Vicki Bourn
NextHome Elevate (Castle Rock)	115 Wilcox Street, Suite 220	Castle Rock	CO	80104	(303) 364-1300	Front Range Premier Realty, LLC Attn: Tyler Scott
NextHome Summit Group	6849 Northstar Cir.	Castle Rock	CO	80108	303.386.4435	Live Green Real Estate, Inc. Attn: Darla Greenwaldt
NextHome Pikes Peak Realty	7 E. Bijou Street, Suite 209	Colorado Springs	CO	80903	719-322-7664	The Roy Group, Inc. Attn: Josh Roy
NextHome Altitude	PO Box 17427	Denver	CO	80217	303.489.2127	NamaStay Realty, LLC Attn: Rob Barber
NextHome Choice	PO Box 1548	Granby	CO	80446	970.531.3285	Go 2 Realty, LLC Attn: Kristie DeLay
NextHome Valley Properties	619 Main Street	Grand Junction	CO	81501	970.260.2500, 970.260.7012	Turner Beede, LLC Attn: Ross Beede, Eileen Turner
NextHome Grand (Mesa)	11011 Highway 65	Mesa	CO	81643	970.314.3920	Indy, LLC Attn: Nathalie Ames
NextHome Virtual	4033 Waterfall Drive	Montrose	CO	81403	970.258.9300	Shawn A. Carroll Attn: Shawn Carroll
NextHome Rocky Mountain Realty & Rentals (Pagosa Springs)	56 Talisman Drive #2	Pagosa Springs	CO	81147	970.507.8655	Trinity Bella Properties, Inc. Attn: Britney Chaisson, Ricardo Riojas
NextHome Rocky Mountain Realty & Rentals (Pagosa Springs/Pagosa)	PO Box 1334	Pagosa Springs	CO	81147	970-731-5515	Trinity Bella Properties, Inc. Attn: Britney Chaisson, Ricardo Riojas
NextHome Venture Properties	1499 W. 120th Ave, #110	Westminster	CO	80234	720.602.4227	Venture Properties, LLC Attn: Jeanette Brown
NextHome Real Estate Services	8 Wright St., Ste. 107	Westport	CT	6880	203-895-5246	Jain Realty, LLC Attn: Sangeeta Jain
NextHome Preferred	7344 S. Dupont, Hwy #4	Felton	DE	19943	302.526.2886	Preferred Properties of DE LLC

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Attn: Bobbi Slagle
NextHome Arrowsmith Realty	175 E. Main Street	Apopka	FL	32703	407-992-8955	Arrowsmith Realty, Inc. Attn: Natalie Arrowsmith
NextHome Today	980 North Federal Hwy #110	Boca Raton	FL	33432	561.702.4067	Andrew Newman, Inc. Attn: Andrew Newman
NextHome In The Sun	623 39th St W, Suite 2	Bradenton	FL	34205	941.706.1717	Xena Vallone Realty Inc. Attn: Xena Vallone, David Vallone
NextHome Advisors (Fort Myers/Cape Coral)	4507 SE 16th Place	Cape Coral	FL	33904	239-931-9779	Platinum Elite Realty, LLC Attn: Jason Jakus
NextHome Lott Premier Realty	723 W Montrose Street	Clermont	FL	34711	407-222-0495	Lott Premier Realty, LLC Attn: Corey Lott
NextHome Results Realty	142 N. Orlando Ave., Suite 300	Cocoa Beach	FL	32931	321-613-4295	Rozzelle Realty Group, LLC, Attn: Nancy Rozzelle
NextHome Heroes Choice Realty	756 Industrial Drive	Crestview	FL	32539	850.685.3654	Tina Maples P.A. Attn: Tina Maples
NextHome At The Beach (Daytona Beach)	110 W. International Speedway Blvd.	Daytona Beach	FL	32114	386.492.7881	Real Estate With The Girls, LLC Attn: Paige Brewer
NextHome All American (DeBary)	430 Summerhaven Drive, #200	DeBary	FL	32713	386.204.6398	TSC Legacy, Inc. Attn: Teresa Saraco Cole
NextHome All American (DeBary/DeLand)	613 East New York Avenue	DeLand	FL	32724	386.204.6398	TSC Legacy, Inc. Attn: Teresa Saraco Cole
NextHome Cornerstone Realty (Niceville/Destin)	1234 Airport Rd, #121	Destin	FL	32541	850.389.8787	Cornerstone Realty NWF, LLC Attn: Dana Topel
NextHome Collins Realty	4701 US 17, Suite 107	Fleming Island	FL	32003	904.830.4094	Collins Realty Services, Inc. Attn: Michael Collins, sandra Collins
NextHome Connect Realty	2598 E. Sunrise Boulevard	Fort Lauderdale	FL	33304	954.543.1794	Florida Connects Incorporated Attn: Annett T. Block
NextHome Advisors (Fort Myers)	1400 Colonial Blvd., Suite 65	Fort Myers	FL	33907	239-931-9779	Platinum Elite Realty, LLC Attn: Jason Jakus
NextHome Bayside Realty	66 HWY 20 East	Freeport	FL	32439	850.259.7771	Bayside Realty NWF, LLC Attn: John Miesen, Lynette Miesen, Ann Marie Kurz, Terry Adkins
NextHome Realty Professionals	2201 Wilton Drive, Suite 2	Ft. Lauderdale	FL	33305	954.564.0028	954 Realty, LLC Attn: Barry Dunn
NextHome South Pointe (Saint Petersburg/Gainesville)	5203 SW 91st Terrace, Suite D	Gainesville	FL	32608	833.777.NEXT	South Pointe Realty, LLC Attn: Kent Rodahaver
NextHome Orange Blossom Real Estate	7965 SR 50, Suite 1000, #200	Groveland	FL	34736	352-340-8600	Orange Blossom Real Estate & Investments, LLC Attn: Ana Afshin, Cameron Afshin
NextHome Presidential Realty	1250 E. Hallandale Beach Blvd., Suite 904	Hallandale Beach	FL	33009	954.965.9991	Presidential Realty Group, Inc Attn: Laura Solis
NextHome Gulf Coast (Largo/Indian Rocks Beach)	1401 Gulf Blvd, #11	Indian Rocks Beach	FL	33785	727.282.5151	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome Assurance Realty	9951 Atlantic Blvd, Suite 240	Jacksonville	FL	32225	904.294.3739	Andrew J. Bell, LLC Attn: Andrew Bell
NextHome Gateway Realty	725 SE Baya Drive, Suite 107	Lake City	FL	32025	386.478.7393	Leigh Ann Mills Realty, LLC

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Attn: Leigh Ann Mills, Richard Terry Mills
NextHome Gulf Coast (Largo)	161 6th Street SW	Largo	FL	33770	727.282.5151	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome My Way (Milwaukee/Longwood)	1250 West State Road 434, Suite 1000	Longwood	FL	32750	414.759.5486	Real Estate Solutions Team FL, LLC Attn: Angel Pabon
NextHome Platinum	3270 Suntree Blvd.	Melbourne	FL	32940	321.508.7932	Kehoe Real Estate Services, LLC Attn: William Kehoe
NextHome Salty Dog Realty	285 N. Grove Street	Merritt Island	FL	32953	321.338.2067	Johnson & Freeman, LLC Attn: Elizabeth Johnson
NextHome King Realty	15315 NW 60th Ave, Suite B2D	Miami Lakes	FL	33014	689.205.8600	King Realty Advisors LLC Attn: Hao Li
NextHome Gulf Coast (Largo/New Port Richey)	5833 US Hwy 19, Suite 10	New Port Richey	FL	34652	727.251.3268	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome Cornerstone Realty (Niceville)	321 John Sims Parkway E	Niceville	FL	32578	850.389.8787	Cornerstone Realty NWF, LLC Attn: Dana Topel
NextHome Vision Realty	603 E. Fort King	Ocala	FL	34471	352.446.2227	Vision Realty Group, LLC Attn: Tim Collins, Paola Alarcon-Rubio
NextHome Top Shelf Realty	2578 Enterprise Road, Suite 405	Orange City	FL	32763	407-840-2320	Top Shelf Realty Group, LLC Attn: Jonathan Hall
NextHome Alliance Realty	302 S. Graham Avenue	Orlando	FL	32803	407.375.8680	Alliance Realty and Consulting Group, LLC Attn: Phuc Dang
NextHome Location	7208 W. Sandlake Road, Suite 305	Orlando	FL	32819	321-345-7253	Global Realty and Associates LLC Attn: Alexander van Grondelle
NextHome KD Premier Realty	4125 CR 106	Oxford	FL	34484	352.561.8322	KD Premier Realty LLC Attn: Jason Kranz, Christopher Day
NextHome Atlantic Coast	3652 SW 30th Avenue	Palm City	FL	34990	772.919.1919	Atlantic Coast Team, LLC Attn: Daniel Wade
NextHome At The Beach II	29 Old Kings Rd N, Suite 3B	Palm Coast	FL	32137	386.506.7821	Real Estate With The Girls II Attn: Paige Brewer, Michelle McKinney
NextHome AAA Realty	1961 NW 150th Avenue, Suite 105	Pembroke Pines	FL	33028	954.436.8108	AAA Realty Group Inc. Attn: Charles Bonfiglio
NextHome Advisors (Fort Myers/Port Charlotte)	1777 Tamiami Trail, Suite 304-4	Port Charlotte	FL	33948	239-823-5337	Platinum Elite Realty, LLC Attn: Jason Jakus
NextHome All American (DeBary/Port Orange)	4606 S Clyde Morris Blvd, Suite 2-G	Port Orange	FL	32129	386.204.6398	TSC Legacy, Inc. Attn: Teresa Saraco Cole
NextHome Greater Realty	223 Taylor St.	Punta Gorda	FL	33950	239.451.0881	Berson Properties, Inc. Attn: Linda Berson, Cecil Berson
NextHome Beach Time Realty (Saint Pete Beach/Redington Beach)	16401 Gulf Boulevard	Redington Beach	FL	33708	727-363-3300	Beach Time Realty Group, LLC Attn: Ann Fleeting
NextHome First Coast	52 Tuscan Way, Suite 202-261	Saint Augustine	FL	32092	904.712.0081	North Florida Real Estate, LLC Attn: Alfred Sanalila, Stephanie Sanalila

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome Beach Time Realty (Saint Pete Beach)	6498 Gulf Blvd.	Saint Pete Beach	FL	33706	727-363-3300	Beach Time Realty Group, LLC Attn: Ann Fleeting
NextHome Beach Time Realty (Saint Pete Beach/Redington Beach/Saint Pete Beach 2)	5445 Gulf Blvd.	Saint Pete Beach	FL	33706	727-363-3300	Beach Time Realty Group, LLC Attn: Ann Fleeting
NextHome Gulf to Bay	735 Arlington Avenue N	Saint Petersburg	FL	33701	727-510-1356	Tampa Bay Luxury Properties, Inc. Attn: Michael Bindman, Janette Bruzas
NextHome South Pointe (Saint Petersburg)	4880 37th Street S.	Saint Petersburg	FL	33711	833.777.NEXT	South Pointe Realty, LLC Attn: Kent Rodahaver
NextHome SunRaye Realty	6675 13th Avenue N, #2D	Saint Petersburg	FL	33710	727.343.8600	Raye's Realty, Inc. Attn: Irwin Wilensky, Rayette Wilensky
NextHome Natural Choice (Daytona Beach/Sanford)	249 Bellagio Circle	Sanford	FL	32771	786.264.2206	Real Estate With The Girls, LLC Attn: Robyn Stahl, Paige Brewer
NextHome Excellence	1400 Cattlemen Road #104	Sarasota	FL	34232	941.234.3597	Alex Krumm and Stevie Krumm Attn: Alex Krumm, Stephanie Krumm
NextHome Santana Real Estate	1069 Main Street	Sebastian	FL	32958	772-538-8383	Santana Real Estate, LLC Attn: Vicky Lee Santana
NextHome Gulf Coast (Largo/Saint Petersburg)	7901 4th Street N	St. Petersburg	FL	33702	727.282.5151	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome Treasure Coast	850 NW Federal Hwy, Suite 212	Stuart	FL	34994	833.435.5635	R&CHTC, LLC Attn: Cristi Hernandez, Karen Luther
NextHome Bay Area Experts	2801 W. Busch Boulevard	Tampa	FL	33618	813.334.1667, 813.367.6822	SmithJOY Realty, LLC Attn: Amy Smith, Rebecca Kuntz
NextHome Discovery	1211 Tech Blvd, Suite 150	Tampa	FL	33619	(813) 867-4417	Pangea Venture Group, Inc. Attn: Anand Patel
NextHome Lifestyle Living (Largo/The Villages)	510 County Road 466	The Villages	FL	32159	727.251.3268	Morgan Anderson Enterprises IV, LLC Attn: Tony Anderson
NextHome Real Estate Executives	801 S. Olive Ave.	West Palm Beach	FL	33401	561.207.7647	Real Estate Executives 9, Inc. Attn: James Madalone, Christine Prestinanzi
NextHome Norris & Company Realty	245 W. Central Avenue, Suite 101	Winter Haven	FL	33880	863.875.5583	Norris & Company Realty, LLC Attn: Dee Norris, Michael Norris
NextHome Neighborhood Realty	855 E. State Road 434	Winter Springs	FL	32708	407.377.7735	Neighborhood Real Estate Advisors, LLC Attn: Warren Gagne, Darrell French
NextHome Realty Marketing	10 Glenlake Parkway, Suite 130	Atlanta	GA	30328	678-306-6807	Buyers & Sellers Wise Choice Realty, LLC Attn: Garrick Ratcliff
NextHome Golden Isles Group (Warner Robins/Brunswick)	501 Gloucester St, Suite 122	Brunswick	GA	31520	912-400-9999	Warner Robins Property Management, LLC. Attn: Sylvia Myers, Adam Myers
NextHome On the Lake	1051 Village Park Drive, Suite 202	Greensboro	GA	30642	706-347-6568	Jo Jones & Company, LLC Attn: Jo Jones

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NextHome Plus	105 RBC Drive	Ringgold	GA	30736	706-935-6398	Mashburn Enterprises, LLC Attn: Alvin Mashburn
NextHome 180 th Realty (Warner Robins)	4798 Russell Parkway	Warner Robins	GA	31088	478-923-7653	Warner Robins Property Management, LLC Attn: Sylvia Myers, Adam Myers
NextHome Hale Realty	5215 Keikilani Circle	Honolulu	HI	96821	8082256560	Hale Realty, Inc. Attn: Jennifer Vinson, Rich Lew
NextHome KU Realty (Honolulu)	3538 Waiālae Avenue, #201	Honolulu	HI	96816	808-838-9595	KU Realty, LLC Attn: Keahi Pelayo
NextHome Redefined	PO Box 1101	Kailua	HI	96734	808-781-4324	Team Wailehua Real Estate Inc. Attn: Trenton Wailehua
NextHome Paradise Realty (Kailua-Kona)	75-170 Hualalai Road, Suite #D118	Kailua-Kona	HI	96740	808.731.5242	Real Estate Game Changers LLC Attn: Michael Drutar, Lisa Drutar
NextHome Pacific Properties	1279 South Kihei Rd. #119	Kihei	HI	96753	808-879-1511	SRH, Inc. Attn: Stephen Hogin, Rosie Poree-Hogin
NextHome Journey (Ames)	323 5th Street	Ames	IA	50010	515.232.5240	Sagacim, Inc. Attn: Kelli Excell, Merrill Sharp, Janet Sharp
NextHome Beyond	1810 Jonathan St.	North Liberty	IA	52317	319.560.4410	Beyond Training, LLC Attn: Travis Hiatt
NextHome TriState Realty	522 4th St, Suite 310	Sioux City	IA	51101	712-224-6398	SELL BOJI, LLC Attn: Katie Slater
NextHome At The Lakes (Spirit Lake)	1410 Lake St	Spirit Lake	IA	51360	712-320-0887	Sell Boji, LLC Attn: Katie Slater
NextHome Navigator	1130 Tall Grass Avenue	Tiffin	IA	52340	319.430.5207	Tack Real Estate, LLC Attn: Jeff Tackaberry
NextHome Corridor	300 W. Welsh Street	Williamsburg	IA	52361	319.668.1444	The Phillips Group Real Estate, LLC Attn: Jacqueline Phillips
NextHome Home Run Realty (American Falls)	2842 Pocatello Ave., Suite 103	American Falls	ID	83211	208.221.9816	Home Run Realty, LLC Attn: Patricia Hernandez
NextHome VIP Realty (Meridian/Coeur d'Alene)	117 N. 4th St.	Coeur d'Alene	ID	83814	208.329.7711	VP Ventures, LLC Attn: Heath Van Patten
NextHome Advantage Realty	1795 West Broadway St.	Idaho Falls	ID	83402	208.535.3110	Janet Mowers Attn: Janet Mowers
NextHome Treasure Valley (Meridian)	128 E. Pine Avenue	Meridian	ID	83642	208-893-5555	VP Realty, LLC Attn: Heath Van Patten
NextHome Home Run Realty (American Falls/Pocatello)	1023 Yellowstone Ave, Suite L	Pocatello	ID	83201	208.221.9816	Home Run Realty, LLC Attn: Patricia Hernandez
NextHome Living The Northwest Realty (Post Falls)	2800 N. Sand Trap Way	Post Falls	ID	83854	5099999790	Living The Northwest Realty, LLC Attn: Michael Van Dinter, Sheryl Van Dinter
NextHome Solid Ground	822 N. Spokane Street	Post Falls	ID	83854	(208) 889-9242	Solid Ground Real Estate, LLC Attn: Janna McRoy
NextHome Living The Northwest (Sandpoint/Davies)	101 W. Superior St.	Sandpoint	ID	83864	208.920.9063	Idaho Panhandle Realty, LLC Attn: Lisa Davies, Thomas Davies
NextHome Acosta	55 E. New York Street	Aurora	IL	60505	630-730-0723	Acosta Real Estate, LLC Attn: Armando Acosta
NextHome First Class	123 N. Galena Ave.	Freeport	IL	61032	815.232.4433	Kimberly Taylor Attn: Kimberly Taylor
NextHome Oak Street Realty	1860 W. Winchester Road, Suite 101	Libertyville	IL	60048	847.721.8946	Oak Street Realty, LLC Attn: Zach Criswell
NextHome Select Realty	313 W. Maple St.	New Lenox	IL	60451	312.502.0993	David Fixel

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Attn: David Fixel
NextHome Crossroads	15507 S. Rt 59, Unit D	Plainfield	IL	60544	815.955.8343	Crossroads Real Estate Company Attn: Emily Tracy
NextHome Elite	5250 Old Orchard Road, Suite 300	Skokie	IL	60077	773.370.0003	Arlyn Tratt Realty, Inc. Attn: Arlyn Tratt
NextHome Connection	111 East Main Street	Brownsburg	IN	46112	317.731.2319	Option 1 Realty Group LLC Attn: Paula Henry
NextHome Hahn Kiefer Residential	5011 Washington Ave., Suite 6	Evansville	IN	47715	812.604.5973	Hahn Realty Corporation Attn: Joseph Kiefer
NextHome Impact Realty (Fort Wayne)	5907 Covington Road	Fort Wayne	IN	46804	2604669200	Edgewater Realty & Homes LLC Attn: Juan Garcia
NextHome Legacy Group Realty	1123 N. Baldwin Ave.	Marion	IN	46952	765.662.2700	Legacy Group Realty, Inc. Attn: Jason Wuertley
NextHome Elite Real Estate (Selma)	P.O. Box 538	Selma	IN	47383	765.749.4546	LBC Investments, Inc. Attn: Austin Rich, Tera Rich
NextHome Village Realty	7549 S Retriever Lane	Zionsville	IN	46077	317.402.5979	JA Village Realty, PLLC Attn: Jody Ashley, Jody Ashley
NextHome Unlimited (Junction City/Abilene)	206 North West 2nd Street	Abilene	KS	67410	785.762.2451	Unlimited Real Estate, LLC Attn: Steven Burch
NextHome Pro Realty (Utica/Hays)	219 West 10th Street	Hays	KS	67601	785.643.7677	Pro Realty, Inc. Attn: Owen Freiburger
NextHome Unlimited (Junction City)	304 E. Chestnut Street	Junction City	KS	66441	785.762.2451	Unlimited Real Estate, LLC Attn: Steven Burch
NextHome Unlimited (Junction City/Manhattan)	1212 Bluemont Avenue, #110	Manhattan	KS	66502	785.762.2451	Unlimited Real Estate, LLC Attn: Steven Burch
NextHome Gadwood Group (Shawnee/Overland Park)	11026 Quivira Road	Overland Park	KS	66210	913.481.0334	Gadwood Group Realty Company, Inc. Attn: Julie Gadwood
NextHome Gadwood Group (Shawnee)	12430 W. 62nd Terrace	Shawnee	KS	66216	913.481.0334	Gadwood Group Realty Company, Inc. Attn: Julie Gadwood
NextHome Professionals (Froese)	2450 SE 29th St.	Topeka	KS	66605	785.969.3447, 785-274-8211	EnVest, LLC Attn: Mary Froese
NextHome Pro Realty (Utica)	39012 150 Avenue	Utica	KS	67584	785.643.7677	Pro Realty, Inc. Attn: Owen Freiburger
NextHome Excel	4601 E. Douglas Avenue, Suite 313	Wichita	KS	67218	316.990.7293	Kerry Sold It, P.A. Attn: Kerry Dunn
NextHome Innovators	111 South Whittier Street	Wichita	KS	67207	316.925.6700	AshCam Properties, Inc. Attn: Brian Johnson
NextHome Bluegrass	75 Andreas Way	Berea	KY	40403	859-893-2176	Lester Bluegrass LLC Attn: Angie Alexander
NextHome Realty Experts	3577 Cemetery Road	Bowling Green	KY	42103	270.282.4005	Raymer Real Estate Services, LLC Attn: Gregory Raymer, Stacy Raymer
NextHome Custom Realty	1801 Louisville Road	Frankfort	KY	40601	502-223-3553	Custom Realty, LLC Attn: Carol Smith, Garth Vinson
NextHome Adventure	409 S. Main St, Suite B	London	KY	40741	606.878.1702	Fernwood Enterprises, LLC Attn: Jonnie Jean Young, Lane Young
NextHome For You	301 North 12th St.	Murray	KY	42071	270-917-4663	Loretta Jobs Attn: Loretta Jobs
NextHome Real Estate Professionals	70325 Hwy 1077, Bldg. B, Suite 203	Covington	LA	70433	985.249.0777	Dennis Crayton Attn: Dennis Crayton

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(Hammond/Covington)						
NextHome Real Estate Professionals (Hammond)	101 W. Thomas St.	Hammond	LA	70401	985.429.0777	Dennis Crayton Attn: Dennis Crayton
NextHome Cutting Edge Realty (Lafayette)	2901 Johnston Street	Lafayette	LA	70503	337.484.1184	House Cobert & Associates, LLC Attn: Christie House Theaux, Joy Cobert
NextHome Cutting Edge Realty II (Lafayette/Lafayette II)	2851 Johnston Street, #286	Lafayette	LA	70503	337.484.1184	CB Realty Associates, LLC Attn: Joy Cobert, Christie House Theaux
NextHome Northshore	1703 N. Causeway Blvd., Suite F	Mandeville	LA	70471	985.264.1824	Northshore Homes, Inc. Attn: Will Redondo, Nancy Redondo
NextHome Solutions	16573 Airline Hwy, Suite A	Prairieville	LA	70769	225.413.7655	Brandi Phillips and Tonya Veazey Attn: Brandi Phillips, Tonya Veazey
NextHome Bayouside	1931 West Main Street	Schriever	LA	70395	985.209.5106, 985.381.9545	Bayouside Realty, LLC Attn: Martha B. LeBlanc, Todd M. LeBlanc
NextHome Connect	1651 E. 70th Street, Suite #245	Shreveport	LA	71105	318-990-0999	NH Connect LLC Attn: Dawna Bledsoe
NextHome Innovative Realty (Slidell)	549 Winbourne Drive	Slidell	LA	70461	985.774.3015	BMD Enterprises, LLC Attn: William Dekemel, Melissa Dekemel
NextHome Titledown	100 A Street, Suite 100	Boston	MA	02127	617.657.9811	Urban Village Properties, Inc. Attn: Rory Gill
NextHome Ross Realty Group	41 Main Street	Foxboro	MA	02035	508.954.6338	Mac Ross Realty Group, Inc. Attn: Colleen Ross
NextHome Unlimited Realty Solutions	1229 River Street	Hyde Park	MA	02136	617-833-6880	Unlimited Realty Solutions Boston, LLC Attn: Delores Facey, Leighton Facey
NextHome Now	40 Allen Lane	Ipswich	MA	01938	978-356-0011	Clients 1 RE, LLC Attn: Ken Anslono
NextHome Signature Realty	639 Washington Street	Norwood	MA	02062	781.352.0403	M & E Realty Group, LLC. Attn: Michele Mullen, Amy Mullen, Esq, Gerald Mullen, Jr
NextHome Elite Realty (Springfield)	308 Main St.	Springfield	MA	01151	413.391.1969	Elite Realty Services, LLC Attn: Chad Lynch
NextHome Forward	210 N. Hickory Avenue, Suite 204	Bel Air	MD	21014	858-FORWARD	S&S Real Estate Services, LLC Attn: Sherri Sembly, Nisha Smithrick
NextHome Premier Real Estate	8391 Main Street	Ellicott City	MD	21043	410.977.5808	David Stratmann Attn: David Stratmann
NextHome Residential Realty	3565 B-1 Ellicott Mills Drive	Ellicott City	MD	21043	410-696-3319	NHRRMD, LLC Attn: Joseph Holland
NextHome Prime Properties	12815 Old Fort Rd, Suite 105	Fort Washington	MD	20744	301.818.0313	Mal'lynn & Associates, LLC Attn: Donnell Williams
NextHome Leaders	25 Hooks Lane, Suite 300	Pikesville	MD	21208	(410) 363-1535	Premier Homes Realty LLC Attn: Tabitha Richardson
NextHome Envision	11810 Grand Park Avenue, Suite 500	Rockville	MD	20852	301.674.7981	TwoLees, LLC Attn: Leon Nasar, Lisa Nasar
NextHome Your Way	1680 E. Gude Dr, Suite 204	Rockville	MD	20850	240.258.8662	YOUR WAY REALTY, LLC

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						Attn: Karen Parnes
NextHome Hunter Realty	1850 York Rd.	Timonium	MD	21093	443-506-8073	NH Hunter Realty, Inc. Attn: Michael Wall
NextHome Experience (Bangor)	57 Washington St.	Bangor	ME	04401	207-573-7400	Tous, LLC Attn: Jonathan Cota
NextHome Experience (Bangor/Greenville)	38 Moosehead Lake Rd	Greenville	ME	04441	207.695.2289	Tous, LLC Attn: Jonathan Cota
NextHome NorthEast Realty	677 Roosevelt Trail	Windham	ME	04062	207.838.7773	MVRE, LLC Attn: Richard Yost
NextHome Evolution (Belleville)	243 Main St.	Belleville	MI	48111	734.301.6075	Evolution Real Estate Services LLC Attn: Paul Armstrong
NextHome City Realty (Birmingham)	217 S. Old Woodward Avenue	Birmingham	MI	48009	248.935.2754	Birmingham Realty, LLC Attn: Paul Mychalowych
NextHome Victors	9376 Hidden Lake Circle	Dexter	MI	48130	734.707.7544	Kaufman-Boyd Ventures, LLC Attn: David Kaufman, Robert Boyd
NextHome Inspire	6004 Torrey Rd., Suite F	Flint	MI	48507	810-347-2155	George Keely Realty Group, Inc. Attn: George Keely
NextHome Great Lakes Realty	8305 S. Saginaw St, Suite 11	Grand Blanc	MI	48439	810.344.8083	Villaire Group Real Estate, LLC Attn: Justin Villaire
NextHome Champions (Holland/Grand Rapids)	250 Monroe Avenue NW, Suite 400	Grand Rapids	MI	49503	616.494.0114	NHTLS, LLC Attn: Thomas Smolinski
NextHome Dwellings	4072 Chicago Drive	Grandville	MI	49418	616.745.2871	Bloom Real Estate, LLC Attn: David Bengston
NextHome Champions (Holland)	305 Hoover Blvd., Suite 700	Holland	MI	49423	616.494.0114	NHTLS, LLC Attn: Thomas Smolinski
NextHome Statewide Realty	1285 S. Michigan Ave.	Howell	MI	48843	517.672.1604	Currie and Company, L.L.C. Attn: Aaren Currie
NextHome All Pro Realty (Northville)	332 E. Main Street	Northville	MI	48167	248.308.3803	DW Realty, Inc. Attn: Dewayne White
NextHome Edge	292 S. Main St., Ste. 201	Plymouth	MI	48170	734.357.8122	Michigan Management and Property Maintenance, LLC Attn: Brad Sandberg, MBA, Jeffrey Scott
NextHome The Boulevard	328 East St.	Rochester	MI	48307	248.335.0300	Peach Pit Management, LLC Attn: Michael T. Moore, Melissa Acton
NextHome Aegis Properties	418 N. Main St.	Royal Oak	MI	48067	248.378.4079	Aegis Properties LLC Attn: Craig Kallen
NextHome Property Mart	800 S BR 27	Saint Johns	MI	48879	989.224.6781	Silm Properties, LLC Attn: Rachael Brown
NextHome Showcase	7100 Highland Rd.	Waterford	MI	48327	810.691.4362	Robert Michael Torrey Attn: Robert Torrey
NextHome Suburban Realty	10 N. Washington St.	Ypsilanti	MI	48197	734.972.1386	Sampson Group, LLC Attn: Miles Sampson
NextHome Horizons (Baxter)	13432 Elmwood Drive, Suite 5	Baxter	MN	56425	218-454-2870	Swenson Real Estate, LLC. Attn: Kent Swenson, Elizabeth Becher, Nicholas Dille
NextHome Elhm Realty	7200 80th St S, Suite 24	Cottage Grove	MN	55016	(651)447-8780	Elhm Realty Inc. Attn: Enrique Ramos
NextHome Metro Real Estate Services	7309 Lake Dr.	Lino Lakes	MN	55014	651-797-4219	North Metro REO, LLC Attn: Francine Marsolek
NextHome Horizons (Baxter/Staples)	138 4th Street NE	Staples	MN	56479	218.232.2994	Swenson Real Estate, LLC Attn: Kent Swenson, Elizabeth Becher,

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Nicholas Dille
NextHome Perrine & Associates Realty	9002 Main Street	Sturgeon Lake	MN	55783	218.372.3767	Perrine Enterprises, LLC Attn: Amy Perrine
NextHome Paradigm	3201 S. Providence Rd., Suite 204	Columbia	MO	65203	573.777.4555	Woodruff Enterprises, LLC Attn: Elizabeth Woodruff
NextHome Gadwood Group (Shawnee/Gravois Mills)	15809 Santa Fe Trail	Gravois Mills	MO	65037	573-372-5054	Gadwood Group Realty Company, Inc. Attn: Julie Gadwood
NextHome SoMo Life (Joplin)	3929 E. 7th Street, Suite F	Joplin	MO	64801	417.627.5540	Paramount Real Estate Partners, LLC Attn: Michael Scott
NextHome Leeward & Company	P.O. Box 6492	Lee's Summit	MO	64064	816-863-8606	Leeward & Company, Inc. Attn: Aaron Turnage
NextHome SoMo Life (Joplin/Springfield)	2150 W. Republic Road, Suite 120	Springfield	MO	65807	417.708.5503	Paramount Real Estate Partners, LLC Attn: Michael Scott
NextHome 2BUY-R-SELL	1050 Saint Francois St.	St. Louis	MO	63031	314.442.8881	2BUY-R-SELL, Inc. Attn: Denise Outlaw-Adams
NextHome Simple Transitions	3407 S. Jefferson Ave.	St. Louis	MO	63118	314.578.7212	Simple Transitions, LLC Attn: Bradley Hanewinkel
NextHome Team Ellis	107 Suite A, Historic Rt 66 East	Waynesville	MO	65583	573.774.4101	Ellis Realty Group, LLC Attn: Lisa Ellis
NextHome Realty Experience	1139 Old Fannin Rd, Suite K	Brandon	MS	39047	601-521-2866	Epic Realty, LLC Attn: Ryan Porter
NextHome Simplicity	202 Klondyke Road	Long Beach	MS	39560	228.357.5888	Simplicity, LLC Attn: Andrew Geotes, Brittany Geotes
NextHome HomeFront	6616 Washington Ave., Unit D	Ocean Springs	MS	39564	228.215.2545	HomeFront Properties, LLC Attn: Crystal Boggs
NextHome Choice Real Estate	426 S. Lamar Blvd., Suite 13	Oxford	MS	38655	662.934.7109	NHMSRE, LLC. Attn: Kent Breckenridge
NextHome Premier Properties (Bozeman/Billings)	2880 Grand Avenue	Billings	MT	59102	4066986330	Corey Oliszcak Attn: Corey Oliszcak
NextHome Destination	119 N 7th Avenue	Bozeman	MT	59715	406-548-2412	Bozeman House Hunter, LLC Attn: Sarah Antonucci, Abram Antonucci
NextHome Premier Properties (Bozeman)	1702 Nelson Road, Suite A	Bozeman	MT	59718	406.290.1111 opt. 1	Corey Oliszcak Attn: Corey Oliszcak
NextHome In The Triangle	121 B North Salem St.	Apex	NC	27502	919.907.0411	Triangle Living NC, LLC. Attn: Mary Ann Wilson
NextHome Mountain Realty	1675 Blowing Rock Rd, Suite 401	Boone	NC	28607	828-264-8745	Cash and Wagner Real Estate, LLC Attn: Joshua Cash, Judy and Allan Wagner, Allan Wagner
NextHome Paramount	10724 Carmel Commons Blvd, Suite 540	Charlotte	NC	28226	704.608.7519	Downey Properties Charlotte, Inc. Attn: Jayme Downey
NextHome People First Realty	301 McCullough Drive, Suite 400	Charlotte	NC	28262	929.375.7696	TDAD Homes LLC Attn: Marvin Dudley
NextHome Rivers Realty	9935-D Rea Road, #288	Charlotte	NC	28277	704.839.3227	Rhonda Rivers LLC Attn: Rhonda Rivers
NextHome Allegiance	41 Odell School Road, Suite I	Concord	NC	28027	980-781-5130	NO Limit Investments, Inc. Attn: Anthony Graves, Shauna Graves
NextHome Choice Realty	21343 Catawba Avenue	Cornelius	NC	28031	980.689.5277	JTK Real Estate, LLC Attn: Julia King
NextHome Parkside Realty	1303 Queensbury	Durham	NC	27713	919.452.0021	James H. Dillard

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
	Circle					Attn: James Dillard
NextHome Integrity First	337 Hay St.	Fayetteville	NC	28301	910.302.7171	Integrity First Properties, LLC Attn: Michelle Morris, Thomas Morris
NextHome Triad Realty	7204 W. Friendly Ave.	Greensboro	NC	27410	336.763.7433	Manzi Realty Group, Inc. Attn: Rich Manzi, Amy Manzi
NextHome WNC Realty	147 4th Ave W, Suite B	Hendersonville	NC	28792	828.329.9397	Laura Flores Real Estate Incorporated Attn: Laura Flores
NextHome Realty Partners	131 W. Parris Ave., #6	High Point	NC	27262	336-209-9966	Turner Witcher Realty, LLC Attn: Tracy Turner, Charles Witcher
NextHome Built by Referral Realty	1715 G. Country Club Rd.	Jacksonville	NC	28546	910.650.7036	Built by Referral Inc. Attn: Karen Stewart
NextHome Solutions Realty	101 Gannaway Street, Suite 1	Jamestown	NC	27282	336-405-8610	Solutions Realty, LLC Attn: Sam Hossink, Randall Hossink
NextHome Providence	1940 Weddington Road, Suite K	Matthews	NC	28104	980.328.9560	Dominick DePaola Attn: Dominick DePaola
NextHome World Class	287 Alcove Road	Mooresville	NC	28117	704.729.7000	Live Lucky Real Estate, LLC Attn: Kelly Myers
NextHome RARE Properties	8480 Honeycutt Road, Suite 200	Raleigh	NC	27615	919.247.1668	RARE Properties, LLC Attn: Denise Zirker, Patricia Topakian
NextHome The Ideal Group	8368 Six Forks Rd, Suite 104	Raleigh	NC	27615	919.413.7617	Ideal Property Group, LLC Attn: Mark Anderson, Wendy Anderson
NextHome Triangle Properties	1033 Oberlin Road, Suite 100	Raleigh	NC	27605	919-213-7000	Good Move, LLC Attn: Beth Smoot
NextHome Turn Key Realty	P.O. Box 99233	Raleigh	NC	27624-9233	919.480.9191	Weeks Realty Group, Inc. Attn: Danielle Weeks, Nicholas Weeks
NextHome In The Pines	105 Bradford Village Ct.	Southern Pines	NC	28387	910.690.7400	3C Realty, LLC Attn: Kelly Curran
NextHome Cape Fear (Wilmington)	5911 Oleander Drive	Wilmington	NC	28403	(910) 256-3528	Cape Fear's Best, LLC Attn: Harold Chappell
NextHome Beyond Realty	615 St. George Square Ct., Suite 300	Winston-Salem	NC	27103	336.403.3675 and 336.692.4485	Sweet Homes Carolina Attn: Karen Wood, Lori Hankins
NextHome Legendary Properties (Minot/Bismarck)	114 W. Main Avenue, Suite C	Bismarck	ND	58501	701.712.8900	Louser Real Estate, Inc. Attn: Scott Louser
NextHome Legendary Properties (Minot)	400 4th St. SW	Minot	ND	58701	701.852.8151	Louser Real Estate, Inc. Attn: Scott Louser
NextHome Fredricksen Real Estate	719 2nd St. W	Williston	ND	58801	701.572.8167	Craig McIvor Attn: Craig McIvor
NextHome Signature Real Estate	101 S. 108th Avenue	Omaha	NE	68154	402.445.4899	Elliott Taylor, LLC Attn: Teresa Elliott, Travis Taylor
NextHome Freedom	199 North Road	Brentwood	NH	03833	603.944.6402	Freedom Homes, LLC Attn: Adam Silvestri
NextHome New Prospects Realty	100 Connell Dr, Floor 2	Berkeley Heights	NJ	07922	908.490.8866	Stash Realty Group LLC Attn: John Dodds, Steven Merlo
NextHome Thor Realty Group	414 Hackensack St.	Carlstadt	NJ	07072	201.322.3233	Thor Realty Group, LLC Attn: Irena Percia, Christopher Janczak, Ziggy Janczak
NextHome Evolution (Chester)	408 Main Street	Chester	NJ	07930	908.334.2042	Fieldstone Real Estate, LLC

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Attn: Rosemarie Heldmann
NextHome Essential Realty	1330 Parkway Avenue, Suite 14	Ewing	NJ	08628	609.947.0769	Essential Realty LLC Attn: Jonathan Lamond
NextHome Realty Advisors (Holmdel)	101 Crawfords Corner Road, Suite 4-101R	Holmdel	NJ	07733	516-428-7620	HAQ Associates, LLC Attn: Iftikhar Haq
NextHome Prime	8419 Bergenline Avenue	North Bergen	NJ	07047	201.630.0025	LC Realty Investments, LLC Attn: Lionel Cruz
NextHome Force Realty Partners (Red Bank)	36 Monmouth Street, Unit 2	Red Bank	NJ	07701	855-653-6723	Burns Development LLC Attn: Allan Burns
NextHome Royal Lion Realty	401 Morris Avenue	Springfield	NJ	07081	973.715.4540	Equitable Property Realty, LLC Attn: Rosa Stimmler
NextHome Nexus Realty Group	250 Washington Street, #D2	Toms River	NJ	08753	732.997.9336	Nexus Realty Group NJ, LLC Attn: Diane Traverso
NextHome Premier	102 Town Center Drive	Warren	NJ	07059	908.325.5000	Encore Realty Group, LLC Attn: John Mangini
NextHome Infinity Realty	225 Silver Street, Suite 106	Elko	NV	89801	775-738-HOME	CR Services LLC Attn: Cheryl Henning, Robert Henning
NextHome People First	2831 St. Rose Pkwy, #225	Henderson	NV	89052	702.595.1949	Born and Raised Investments LLC Attn: Beau McDougall
NextHome At Your Service	5550 Painted Mirage Rd., Suite 320	Las Vegas	NV	89149	702.956.7651	Mathieu Corbeil, LLC Attn: Mathieu Corbeil
NextHome Community Real Estate	7181 N. Hualapai Way, Suite 135	Las Vegas	NV	89166	702.743.2333	Signature Real Estate Group Northwest, LLC. Attn: Pete Torsiello, Michael Johnson
NextHome Gold Rush Realty	508 W. Winnemucca Blvd, Suite D	Winnemucca	NV	89445	775.625.7803	Gold Rush Realty LLC Attn: Janet Jacaway, Joree Anderson
NextHome Revere	355 Broadway	Bethpage	NY	11714	516.597.5800	Revere Real Estate, Inc. Attn: Joseph Saldana
NextHome Kingdom	1093 Clark St.	Endicott	NY	13760	607.343.1035	Joe Digger, LLC Attn: Carrie King, Keith King
NextHome Resource Realty	7245 Pittsford Palmyra Road	Fairport	NY	14450	585.738.0028	Abundance Realty Corporation Attn: Joleen Maltman
NextHome CNY Realty	110 Buchmans Close Cir.	Fayetteville	NY	13066	315.567.HOME	Dougherty Home Team Inc. Attn: Samantha Dougherty
NextHome All Island	1225 Franklin Avenue	Garden City	NY	11530	516.495.7902	Svectacular Inc. Attn: Edward Svec
NextHome Platinum Properties	45 Middle Neck Road, Suite 234	Great Neck	NY	11021	888.868.6985	Branalle International Group, LLC Attn: John H. Kim
NextHome Residential (New York/Kings Park)	91 Main Street	Kings Park	NY	11754	917-734-3885	Next Perfect Real Estate, LLC Attn: Edward Hasicka
NextHome Exclusive Properties	200 Broadhollow Road, Suite 207	Melville	NY	11747	516-603-4020	NuHaus Realty, Inc. Attn: Carlos Lozano
NextHome Residential (New York)	477 Madison Avenue, 6th Floor	New York	NY	10022	212.300.6140	Next Perfect Real Estate, LLC Attn: Edward Hasicka
NextHome GoodLife	2 Overhill Rd, #400	Scarsdale	NY	10583	914.713.8912	GoodLife Real Estate, LLC Attn: Stephen Herman
NextHome Prestige	3195 Richmond	Staten Island	NY	10306	718.980.2100	Alexander Levin

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
	Road, 2F					Attn: Alexander Levin
NextHome Orangedot	1029 Little East Neck Road	West Babylon	NY	11704	631-314-4880	Orangedot Real Estate Inc. Attn: Anthony Pellicane
NextHome Residential (New York/White Plains)	75 S. Broadway	White Plains	NY	10601-4413	914.810.6140	Next Perfect Real Estate, LLC Attn: Edward Hasicka
NextHome Next Stepp	135 Union Street	Ashland	OH	44805	419-281-2122	Next Stepp, Inc Attn: Bill Stepp
NextHome New Trend Realty	3297 Seajay Dr.	Beavercreek	OH	45430	937.705.6355	New Trend Realty, LLC Attn: Sherma J. Sullivan
NextHome New Horizons Equity Realty	211 Watson Ave.	Byesville	OH	43723	833-THE-NEXT	New Horizons Equity Realty, LLC Attn: Amanda Mignano
NextHome Experience (Worthington/Marysville)	106 Scott Farms Drive	Marysville	OH	43040	614.396.6900	David & Vadim Ventures, LLC Attn: David Caraboolad
NextHome GO30 Realty	8433 South Avenue, 1-4	Poland	OH	44514	330.629.8888	Community First Real Estate, LLC Attn: Robert Dull, Chad Cromer
NextHome Experience (Worthington/Upper Arlington)	1840 Zollinger Road, Suite 100	Upper Arlington	OH	43221	614.396.6900	David & Vadim Ventures, LLC Attn: David Caraboolad
NextHome Experience (Worthington)	6797 N. High Street, #131	Worthington	OH	43085	614.396.6900	David & Vadim Ventures, LLC Attn: David Caraboolad
NextHome Simply Real Estate (Norman/Noble)	303-A N. Main Street	Noble	OK	73068	405-872-0044	KG Realty Group, LLC Attn: Kimberly Hutson
NextHome Prestige Realty (Norman)	1820 W. Lindsey Street, Suite 100	Norman	OK	73069	405.928.1572	KG Realty Group, LLC Attn: Kimberly Hutson
NextHome Central Real Estate	220 NW 13th Street, Suite 8	Oklahoma City	OK	73103	405.225.0151	Jason Phillips and Robert Gideon, II Attn: Jason Phillips, Robert Gideon II
NextHome Heartland Realty (Stillwater)	P.O. Box 2356	Stillwater	OK	74076	405.385.2478	Lyraro Elise, LLC Attn: Rhonda Plake
NextHome Heartland Realty (Stillwater/Tulsa)	6110 E. 51st Pl, #33094	Tulsa	OK	74153	4053852478	Lyraro Elise, LLC Attn: Rhonda Plake
NextHome NW Realty (Portland/Bend)	61419 S. HWY 97, Suite C	Bend	OR	97702	541.797.8020	Kal Slack Investments, LLC Attn: Dustin Slack, Kurt Kalimanis
NextHome Willamette (Clackamas)	12823 SE 93rd Avenue	Clackamas	OR	97015	503.206.NEXT	WRG, LLC Attn: Ben Andrews
NextHome All State Real Estate	777 Bayshore Drive	Coos Bay	OR	97420	541-267-7777	Bay Area Realty, Inc Attn: Ray Penny
NextHome Picket Fence Realty	P.O Box 202	Depoe Bay	OR	97341	503-544-8800	Picket Fence Realty, Inc. Attn: Lila Timmons
NextHome Choice Properties	PO Box 861	Drain	OR	97435	541-677-6077	Patti Akins Attn: Patricia Akins
NextHome Realty By Design	707 Main Street, Suite 101	Oregon City	OR	97045	971.506.3021	Realty By Design, LLC Attn: Kasia Trammell
NextHome NW Realty (Portland)	4506 SE Belmont Street, Unit 103	Portland	OR	97215	503.477.6438	Kal Slack Investments, LLC Attn: Dustin Slack, Kurt Kalimanis
NextHome NW Realty (Portland/Crystal Springs)	3738 SE Crystal Springs Blvd.	Portland	OR	97202	503.867.1960	Kal Slack Investments, LLC Attn: Kurt Kalimanis, Dustin Slack
NextHome Realty Connection (Portland)	12923 NW Cornell Road #101	Portland	OR	97229	503-318-6351	PDX Home Group, LLC Attn: Steve Roesch
NextHome Capital Realty	2101 Market Street	Camp Hill	PA	17011	717.409.6500	Addy Pion and Michael

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						Pion Attn: Michael Pion, Addy Pion
NextHome Alliance (Douglassville)	955 Benjamin Franklin Hwy West	Douglassville	PA	19518	610.953.3510	Selective Alliance Group, LLC Attn: George Kotsopoulos
NextHome Brandywine	10 Wallace Ave.	Downingtown	PA	19335	484.364.4862	OPS Management Group, LLC Attn: Daniel Pizzi, Michael Schmidt
NextHome Virtue Realty	3615 Garrett Road	Drexel Hill	PA	19026	610.624.3599	Virtue Realty Group, Inc. Attn: Constance Johnson
NextHome Signature	140 S. Village Avenue, Suite 125	Exton	PA	19341	484.873.3434	Mark A. Reale Attn: Mark Reale
NextHome Dynamic	235 5th Street	Freeport	PA	16229	724.295.5500	Bold Ones, Inc. Attn: Heidi Powell
NextHome Synergy	31 Regency Plaza	Glen Mills	PA	19342	610.633.5733	A & R Synergy, LLC Attn: Renee Lambert, Anthony Porreca
NextHome Price Point Realty	908 Pike St.	Lemont	PA	16851	814.808.2108	Price Point Investments, LLC Attn: Thomas Price, Dana Price
NextHome Consultants	7600 Stenton Avenue, Suite 1A	Philadelphia	PA	19118	215.710.8888	5 Stone Realty, LLC Attn: Desirae Davis
NextHome PPM Realty	1308 Peermont Avenue	Pittsburgh	PA	15216	412.343.6203	Pirain Enterprises, Inc. Attn: J Reed Pirain, John Pirain, David Pirain, Renee Vasilko
NextHome Alliance (Douglassville/Warminster)	311 York Road	Warminster	PA	18974	215.444.5433	Selective Alliance Group, LLC Attn: George Kotsopoulos
NextHome Ocean State Realty Group (Cranston/Bristol)	437 Hope St.	Bristol	RI	02809	401.641.9017	JTB Realty, LLC Attn: Brian Buoniauto
NextHome Ocean State Realty Group	48-A Rolfe Square	Cranston	RI	02910	401.641.9017	JTB Realty, LLC Attn: Brian Buoniauto
NextHome Specialists (Columbia/Bluffton)	110 Traders Cross, 1st Floor	Bluffton	SC	29909	803.518.2588	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Specialists (Columbia/Chapin)	485 Chapin Road	Chapin	SC	29036	803.518.2588	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Specialists (Columbia/Charleston)	678 B Saint Andrews Road	Charleston	SC	29407	803.518.2588	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Specialists (Columbia)	1010 Gervais St., Suite 100	Columbia	SC	29201	803.518.2588	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Real Estate Solutions	1200 Woodruff Road A-3	Greenville	SC	29607	843-368-9022	NDP Real Estate, LLC Attn: Nicolas Principino
NextHome Specialists (Columbia/Lexington)	107 Brookside Parkway	Lexington	SC	29072	803.518.2588	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Seekers (Murrells Inlet)	870 Inlet Square Drive, Suite D	Murrells Inlet	SC	29576	843-808-1050	NuSparq, LLC Attn: William Pierce, Tammi Pierce
NextHome Seekers (Murrells Inlet/Myrtle Beach)	3876 Renee Drive	Myrtle Beach	SC	29579	843-808-1050	NuSparq, LLC Attn: William Pierce, Tammi Pierce
NextHome On The Beach	609 Main St.	North Myrtle Beach	SC	29582	214.957.1910	Daystar Real Estate Services LLC Attn: Jeffrey Messer, Matt Messer
NextHome Platinum Advantage	572 John Ross Pkwy, Suite 107/225	Rock Hill	SC	29730	980.216.9393	Platinum Advantage Realty, LLC Attn: Lisa Baker

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NextHome Music City Realty (Brentwood)	1616 Westgate Circle	Brentwood	TN	37027	615.610.7111	Tin Cup Holdings, LLC Attn: Randall Bacik, Kimberlee Bacik
NextHome Moves	2197 Madison Street	Clarksville	TN	37043	888.598.NEXT	Millwood Real Estate, LLC Attn: Kerri Woodson
NextHome Integrated Real Estate Services	3401 Mallory Lane, Suite 100	Franklin	TN	37067	615.915.9656	Integrated Real Estate Services, LLC. Attn: John Sisco
NextHome 383 Real Estate	110 East Main Street	Henderson	TN	38340	731-434-9544	Valerie Ralston Attn: Valerie Ralston
NextHome Premier Properties (Knoxville)	153 Durwood Rd.	Knoxville	TN	37922	865.672.6022	Bass Real Estate & Development LLC Attn: Michele Bass, William Bass
NextHome Music City Realty (Brentwood/Murfreesboro)	125 North Church St.	Murfreesboro	TN	37130	615-624-1436	Tin Cup Holdings, LLC Attn: Kimberlee Bacik, Randall Bacik
NextHome Legends Realty (San Angelo/Amarillo)	6208 Hillside Road, Suite 1600	Amarillo	TX	79109	325.650.8036	Double Next, LLC Attn: Richard Hanby
NextHome ATX Realty	7500 Hwy 71-W, #104	Austin	TX	78736	512.773.0580	Banos, Inc. Attn: Ann Banos, Orlando Banos
NextHome Realty Solutions BCS	4095 State Hwy 6 South	College Station	TX	77845	979.703.4999	BCS Realty Solutions, LLC Attn: Jennifer Jennings
NextHome Realty Center (Cypress/Fry)	9822 Fry Rd, Suite 150	Cypress	TX	77433	281.213.6200	J.E. Riley & Company, Inc. Attn: Jeffrey Riley
NextHome Realty Center (Kluge)	13615 Kluge Road, Suite 100	Cypress	TX	77429	281.213.6200	J.E. Riley & Company, Inc. Attn: Jeffrey Riley
NextHome Integrity Group	9500 Ray White Rd Suite 200	Fort Worth	TX	76244	817-770-0725	Jon Baker Realty, LLC Attn: Jon Baker, Camille Baker
NextHome Premier Choice	6748 Pecan St.	Frisco	TX	75034	469-294-0006	NHPC, Inc. Attn: Allison Cummins, Bradley Brandt
NextHome First Choice Realty (Grand Prairie)	802 S Carrier Pkwy #532272	Grand Prairie	TX	75053	214-686-2512	Premier Results Brokerage LLC Attn: Tim DoBrava, Valerie DoBrava
NextHome Preferred Properties (Grapevine)	129 South Main Street, Suite 260	Grapevine	TX	76051	682.301.2396	Galarza Realty Group LLC Attn: Aixa Galarza, Jose Galarza
NextHome Executives	7324 Southwest Fwy, Suite 690	Houston	TX	77074	832-712-5029	Executives, LLC Attn: Chantell Hypolite
NextHome Premier Homes Realty	18525 W. Lake Houston Pkwy, Suite 105	Humble	TX	77346	281-812-9410	Redstone Realty, LLC Attn: Rita Zarghami
NextHome Real Estate Place (Katy)	24044 Cinco Village Center Blvd.	Katy	TX	77494	832.769.5801	Robyn Jones Homes, LLC Attn: Robyn Jones, Alvin Jones
NextHome Tropicana Realty	314 E. Avenue B, Suite B	Killeen	TX	76541	254.535.0277	Ararat Homes, LLC Attn: Eleonora Santana
NextHome NextGen Realty	405 TX-121, Suite A250	Lewisville	TX	75067	817.706.4462	HBP Realty LLC Attn: Hina Patel
NextHome Perkins Realty Group	102 Commander Dr., Suite 8	Longview	TX	75605	903.235.2795	Perkins Properties 903, LLC Attn: David Perkins
NextHome CORE Realty	8713 Milwaukee Ave.	Lubbock	TX	79424	806.368.7494	Ragmit Real Estate Investments, LLC Attn: Tim Garrett, Janet

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						Garrett
NextHome Bold	3540 E. Broad Street, Suite 120-102	Mansfield	TX	76063	817.383.1700	AHX2 Realty, LLC Attn: Armelius Haynes
NextHome RGV Realty (McAllen)	5400 Ware Road.	McAllen	TX	78504	956.283.6338	NH RGV Realty, LLC Attn: Veronica Ontiveros
NextHome Town and Country (McKinney)	2105 Mereta Dr.	McKinney	TX	75070	972.529.8784	Crane Realty Group, LLC Attn: Charlie Crane, Penny Crane
NextHome Sweet Home	PO Box 746	Millsap	TX	76066	940.465.0607	NCT Real Estate Group, LLC Attn: James Da Vault
NextHome First Source	6725 Fairmont Pkwy, Suite 114	Pasadena	TX	77505	281.559.6037	Grigg & Novosad, LLC Attn: Debbie Grigg
NextHome RGV Realty (McAllen/Port Isabel)	202 West Queen Isabella Blvd.	Port Isabel	TX	78578	956.283.6338	NH RGV Realty, LLC Attn: Veronica Ontiveros
NextHome Big Rock Realty (San Angelo/Amarillo/Pine Valley)	1606 Pine Valley Street	San Angelo	TX	76904	719.357.8898	Double Next, LLC Attn: Richard Hanby
NextHome Legends Realty (San Angelo)	303 W. Harris Avenue	San Angelo	TX	76903	325.400.7100	Double Next, LLC Attn: Richard Hanby
NextHome Leading Edge Realty	510 Med Court	San Antonio	TX	78258	210-862-8663	Tomas Landin Attn: Tomas Landin
NextHome on the Coast	5800 Padre Boulevard, Unit 104	South Padre Island	TX	78597	956.244.1916	Kiskadee Real Estate Investment, LLC Attn: Kori Marra
NextHome Real Estate Advisors	180 State Street, Suite 225	Southlake	TX	76092	817.823.7037	Mitchell Lloyd, LLC Attn: Rodolfo Martinez
NextHome Elite Advisors	77 Sugar Creek Center Blvd., Suite 600	Sugar Land	TX	77478	832.820.9085	Somnist Realty, LLC Attn: Charles Wells, Derek Wells, Candace Blue, Amanda Wells
NextHome Realty Advisors (Texarkana)	5487 Summerhill Road	Texarkana	TX	75503	903.293.2020	Karen Ann Hammonds Attn: Karen Hammonds
NextHome Neighbors	3300 South Broadway	Tyler	TX	75701	903.954.4663	The Egana Team, LLC Attn: Gonzalo Egana, Amy Egana
NextHome Our Town	4700 Bosque Blvd.	Waco	TX	76710	254.214.8900	CMWHT, PLLC Attn: Cristi McGowan
NextHome Available Real Estate	63 E 11400 S, #306	Sandy	UT	84070	801.656.8916	Available Real Estate, LLC Attn: Smith Ballstaedt, Corey Jones
NextHome Experts	10708 S. 1300 E., Suite 100	Sandy	UT	84094	801-766-6000	Maxfield Real Estate, LLC Attn: Derek Seal, Amy Stevens
NextHome New River Valley	1995 S. Main St., Suite 904	Blacksburg	VA	24060	540-293-1053	Blacksburg Home Team, LLC Attn: Joel Humphreys, Ranny Humphreys
NextHome 1st Choice	3464 Highway 903	Bracey	VA	23919	434.636.6398	1st Choice Realty, LLC Attn: Dora Smith, Michael Smith
NextHome Tidewater Realty	237 Carmichael Way Suite 223	Chesapeake	VA	23322	757.296.0411	Robin Gauthier, LLC. Attn: Robin Gauthier, Jason Gauthier
NextHome TwoFourFive	18292 Forest Road	Forest	VA	24551	434.382.1828	TwoFourFive Associates, LLC Attn: Wanda Ott, Scott Elliott, Krystle Hicks, Matthew Hicks
NextHome Elite Plus	145 Harrell Road, Ste. 101	Fredericksburg	VA	22405	540-379-0697	Elite Realty Plus, LLC Attn: Tina Hunt
NextHome Realty Select	1516 N. Shenandoah	Front Royal	VA	22630	540.667.9097	Realty Select, LLC

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(Winchester/Front Royal)	Avenue, Suite F					Attn: Curtis Siever
NextHome Advantage (Glen Allen)	4333 Cox Road	Glen Allen	VA	23060	804.545-6400	Real Estate Today, Inc. Attn: Susan Hall
NextHome Reach	1900 Reston Metro Plaza, Suite 600	Reston	VA	20190	703.220.1017	13 Brokers, Inc. Attn: Robert Wittman
NextHome Right Choice	3743 Franklin Road SW	Roanoke	VA	24014	540.566.4905	Right Choice Properties, LLC Attn: Lori Shultz-Moore, Sonya Dickinson
NextHome Mission	44 Mine Road, Suite 2 #187	Stafford	VA	22554	540.604.8293	Mission Real Estate, LLC Attn: Michael Asmus, Chris Asmus
NextHome Realty Select (Winchester/Staunton)	110 Baldwin Street, Suite 3	Staunton	VA	24401	540.671.6635	Realty Select LLC Attn: Curtis Siever
NextHome Capital City Realty	8500 Leesburg Pike, Suite 403	Tysons	VA	22182	703.552.2600	Capital City Realty CRB, LLC Attn: Claudia Bennett
NextHome NOVA Realty	53 Main St., #603	Warrenton	VA	20188	540.300.3198	NOVA RE LLC Attn: Michelle Hale, Mark Hale
NextHome Realty Select (Winchester)	306 N. Cameron St.	Winchester	VA	22601	540.667.9097	Realty Select LLC Attn: Curtis Siever
NextHome Realty Select (Winchester/Woodstock)	136 West Court Street	Woodstock	VA	22644	540.667.9097	Realty Select LLC Attn: Curtis Siever
NextHome Northwest Living	11 Bellwether Way #111	Bellingham	WA	98225	360.312.4330	S3 Northwest, Inc. Attn: Sean Hackney, Staci Ryan, Sean Ryan
NextHome South Sound	1570 Wilmington Dr, Suite 200	DuPont	WA	98327	253.468.3717	Larsen Property Group LLC Attn: Susan Larsen, Kevin Burke
NextHome NW Experts	PO Box 1477	Maple Valley	WA	98038	425.441.1752	Buffelen, LLC Attn: Debra Buffelen
NextHome Preview Properties	1615 Buck Way #A	Mount Vernon	WA	98273	360.848.8900	Preview Properties/ Skagit, LLC Attn: Martin Loberg, Jasmine Loberg
NextHome Northwest Group	3929 Martin Way East, Suite C	Olympia	WA	98506	360-456-4486	Nest Finesse LLC Attn: Kimberly Rucker, Roberta Rudnick, Katie Parkinson
NextHome Navigators	1201 Jadwin Ave. Ste 105	Richland	WA	99352	509-591-9010	Whalen Real Estate Company Attn: Christopher Whalen
NextHome Realty Connection (Portland/Washington)	16109 NE 33rd Avenue	Ridgefield	WA	98642	503-213-3550	PDX Home Group, LLC Attn: Steve Roesch
NextHome Living The Northwest (Post Falls/Spokane Valley)	15812 E. 16th Avenue	Spokane Valley	WA	99037	5099999790	Living The Northwest, LLC Attn: Sheryl Van Dinter, Michael Van Dinter
NextHome Willamette (Clackamas/Vancouver)	915 Broadway St, Suite 125	Vancouver	WA	98660	503.206.NEXT	WRG, LLC Attn: Ben Andrews
NextHome Signature Group	7926 Williamsburg Court, #103	Bristol	WI	53104	262.960.0468	Mini Kindle Signature Group LLC Attn: Dezarrea Kindle, Mini Samuel
NextHome Success (Fort Atkinson)	913 Madison Ave.	Fort Atkinson	WI	53538	920.563.4606	Affiliated Real Estate, LLC Attn: Carolyn Fox, Amy Fox
NextHome Prime Real Estate (Westby/Hillsboro)	843 Water Ave.	Hillsboro	WI	54634	608.632.1043	Olerud Team Real Estate Group Corp. Attn: Garrick Olerud

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NextHome Metro (Madison)	6666 Odana Rd, Suite 123	Madison	WI	53719	608.310.4500	Metro Group, LLC. Attn: Randall Lenz
NextHome Hub City	216 E. Upham Street	Marshfield	WI	54449	715.898.1060	Central WI Enterprises, LLC Attn: Brian Slinkman, Keith Wilkes, Nathan Weidman, Brian Hanson, Ashley Fredrick, Stephanie Spaeth
NextHome My Way (Milwaukee)	5151 S. Howell Avenue, Suite A	Milwaukee	WI	53207	414.759.5486	Real Estate Solutions Team, LLC Attn: Angel Pabon
NextHome UpSide	S75W20131 Ridge Road	Muskego	WI	53150	262.271.0251	Erickson Real Estate Investments LLC Attn: Samuel Erickson
NextHome Leading Edge	605 Grand Avenue	Rothschild	WI	54474	715.355.5577	Above All Realty, LLC Attn: Travis Ploman, Bryan Loveland
NextHome Priority	20 Park Ridge Drive	Stevens Point	WI	54481	715-997-9600	NH Priority, LLC Attn: Joshua Zimmerman, Holly Carter
NextHome Lake Country	S39W27460 Brookhill Dr.	Waukesha	WI	53189	262.806.0450	Rochelle Gamauf Attn: Rochelle Gamauf
NextHome Prime Real Estate (Westby)	106 West State	Westby	WI	54667	608.632.1043	Olerud Team Real Estate Group Corp. Attn: Garrick Olerud
NextHome Success (Fort Atkinson/Whitewater)	W7644 Kettle Moraine Dr.	Whitewater	WI	53190	920.563.4606	Affiliated Real Estate, LLC Attn: Carolyn Fox, Amy Fox
NextHome Partners	480 E Grand Ave	Wisconsin Rapids	WI	54494	715.424.3000	Orange Dog, LLC Attn: Brian Slinkman, Brian Hanson, Nathan Weidman, Keith Wilkes
NextHome Realty Select (Winchester/Martinsburg)	126 E Burke St.	Martinsburg	WV	25401	540.667.9097	Realty Select LLC Attn: Curtis Siever
NextHome Realty Connection (Evanston)	107 6th St.	Evanston	WY	82930	307.679.4111	Becci's Real Estate LLC Attn: Rebecca Fraughton

**FRANCHISE AGREEMENTS SIGNED
BUT NOT YET OPEN AS OF SEPTEMBER 30, 2020**

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome Element Realty (Simi Valley/Malibu)	22809 Pacific Coast Hwy	Malibu	CA	90265	818.237.9426	Element Realty, Inc. Attn: John Jackson
NextHome Infinity	PO Box 461911	Centennial	CO	80046	720.975.4663	Montalvo Realty Group LLC Attn: Steven Montalvo, Cecilia Montalvo, Magdalena Montalvo, Alfonso Montalvo
NextHome Tomorrow Realty	20028 John J Williams Hwy	Lewes	DE	19958	302.236.9229	Bee Wise, LLC Attn: ErinAnn Beebe, Craig Beebe
NextHome with Prosperity	7401 Wiles Rd, Suite 123	Coral Springs	FL	33067	786.208.2112	Prosperity 4 Homes, LLC Attn: Denise Parrish-Gonzalez, Giovanni Gonzalez
NextHome Pinnacle Realty	261 North University Drive, Suite 500	Plantation	FL	33324	(754) 900-3546	Grand Preservation, LLC Attn: Debrah Sutherland, Chris Tyler
NextHome Journey (Ames/Perry)	1318 2nd Street	Perry	IA	50220	515.451.6876	Sagacim, Inc. Attn: Kelli Excell, Janet Sharp, Merrill Sharp
NextHome All Pro Realty (Northville/Marble Head)	18782 Marble Head Dr.	Northville	MI	48168	248-912-5979	DW Realty, Inc. Attn: Dewayne White
NextHome Reward	216 E. Chatham St, Suite 108	Cary	NC	27511	919.625.8819	Reward Real Estate, Inc. Attn: Billy Holt
NextHome Force Premier Realty (Red Bank/Howell)	2380 Route 9 South, Suite 4 & 5	Howell	NJ	07731	732.887.4343	Howell NH LLC Attn: Allan Burns, David Garagiola
NextHome NOVACARR Realty	5273 Route 9W, Suite B	Newburgh	NY	12550	845.485.6682	NOVACARRR Realty Consultants, LLC Attn: Janice Carrasco
NextHome Affinity Realty	661 W. Germantown Pike, Suite 3	Plymouth Meeting	PA	19462	267.312.4330	L & G Realty LLC Attn: Luis Viera
NextHome Finders Realty	PO Box 5416	Johnson City	TN	37602	423.900.8532	HomeFinders Realty LLC Attn: Cody Rife
NextHome Experience (Chelan)	PO Box 1647	Chelan	WA	98816	425.432.5400	Meraki NW, LLC Attn: Colleen Fischesser
NextHome Elite Real Estate (Sauk City)	932 Water St, Suite 200	Sauk City	WI	53583	608.977.0741	Elite Real Estate, LLC Attn: Tara Feick

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

FRANCHISEE	CITY	STATE	PHONE	REASON
NextHome Hive Properties Attn: Jose Frausto, Lucy Romero	Chula Vista	CA	619.316.1627	Termination
NextHome First Choice Realty (Woodland Hills/Huntington Beach) (Terminated) Attn: Dong Nguyen	Huntington Beach	CA	714.660.1477	Ceased Operations / Other Reasons
NextHome American Dream Attn: Deborah Dominguez, Ruben Dominguez	Sacramento	CA	916-431-8300	Ceased Operations / Other Reasons
NextHome Advantage (San Diego) Attn: Jeremy Sine	San Diego	CA	(858) 345-9361	Non-renewal
NextHome First Choice Realty (Woodland Hills) (Terminated) Attn: Dong Nguyen	Woodland Hills	CA	818.383.8569	Ceased Operations / Other Reasons
NextHome Avanti Attn: Kristina Zack	West Hartford	CT	8608568727	Termination
David Connart, Alison Connart	Destin	FL	850.837.5788	Transfer
NextHome Northstar Properties Attn: Paul Stennett	Goldenrod	FL	407.844.8622	Ceased Operations / Other Reasons
NextHome Maier & Bar Properties Attn: Geva Bar	Miami	FL	305.815.0857	Ceased Operations / Other Reasons
NextHome Edgewater (Fort Wayne/Naples) Attn: Maurice Cossairt	Naples	FL	239-595-4065	Ceased Operations / Other Reasons
Dawn Walls	New Port Richey	FL	727.494.7209	Transfer
NextHome Santana Real Estate (Sebastian/Orlando) Attn: Vicky Lee Santana	Orlando	FL	772-538-8383	Ceased Operations / Other Reasons
NextHome Z House Realty Attn: Janice Ziesig	Orlando	FL	407.208.1221	Non-renewal
Jason Kranz, Christopher Day*	Oxford	FL	352.561.8322	Transfer
NextHome Premier Neighborhood Realty (Saint Cloud) Attn: Jon Brumer	Saint Cloud	FL	321.805.3331	Termination
Karen Luther*	Stuart	FL	561.308.7480	Transfer
NextHome Paradise Realty Attn: Yuraima Sanchez	Tampa	FL	954.225.0118	Non-renewal
Keahi Pelayo*	Honolulu	HI	808.398.3220	Transfer
Michael Van Dinter, Sheryl Van Dinter*	Sandpoint	ID	509.999.9790	Transfer
Juan Garcia*	Fort Wayne	IN	260.466.9200	Transfer

FRANCHISEE	CITY	STATE	PHONE	REASON
NextHome Freitas Realty Group (Falmouth/Terminated) Attn: Livia Freitas Monteforte	Falmouth	MA	508.457.0202	Ceased Operations / Other Reasons
NextHome Chesapeake Realty Attn: Phillip Hobbu	Annapolis	MD	443-875-2301	Non-renewal
Richard Yost*	Windham	ME	207.838.7773	Transfer
NextHome Overflow Realty Group Attn: Anyiesa Johnson	Charlotte	NC	980-785-3569	Non-renewal
NextHome Cape Fear (Wilmington/Southport) Attn: Harold Chappell	Southport	NC	910-256-3528	Ceased Operations / Other Reasons
NextHome DiGeronimo Realty Attn: John DiGeronimo	Montclair	NJ	973-744-3000	Non-renewal
NextHome Integrity Attn: Billy Alt	Las Vegas	NV	702-626-0808	Ceased Operations / Other Reasons
NextHome Sierra Realty Attn: Sarah Durbin	Reno	NV	775.241.4458	Non-renewal
Livia Freitas Monteforte	West Kingston	RI	508.457.0202	Transfer
NextHome Seekers (Murrells Inlet/Kessinger) Attn: William Pierce, Tammi Pierce	Myrtle Beach	SC	843.855.0095	Ceased Operations / Other Reasons
NextHome Summit Realty (Knoxville) Attn: Mark Moussa, Mike Harris	Knoxville	TN	865.441.1515	Ceased Operations / Other Reasons
NextHome Lonestar Realty Attn: Allen Stewart, Laurie Stewart	Boerne	TX	210.367.9710	Non-renewal
Gayla Skates	Cypress	TX	281.213.6200	Transfer
Gayla Skates	Cypress	TX	281.213.6200	Transfer
Gayla Skates	Houston	TX	281.213.6200	Ceased Operations / Other Reasons

* *Remains in System*

NextHome, Inc.

FRANCHISE AGREEMENT

EXHIBIT E
to *NextHome* Franchise Disclosure Document

NextHome®

FRANCHISE AGREEMENT

***NextHome*[®] Franchise Agreement**

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ATTACHMENTS

1	State-Specific Addendum to Franchise Agreement
2	Designation of Approved Location, Assumed Name, Principal Broker and Start Date
3	Form of General Release
4	Intranet Use and License Agreement
5	Nondisclosure and Noncompetition Agreement
6	Assignment of Email Addresses, Social Media Accounts and Domain Names and Special Power of Attorney
7	Personal Guaranty and Subordination Agreement
8	List of Owners
9	Casan Collection Addendum

NextHome®

FRANCHISE AGREEMENT

1. PARTIES

This Franchise Agreement (“this Agreement”) is made and entered into as of _____ (“Effective Date”), by and between NextHome, Inc., a Delaware corporation, whose principal business address is 4309 Hacienda Drive, Suite 110, Pleasanton, California 94588 (“we”, “us” or “our”) and _____, a _____, whose principal business address is _____ (“you” or “your”).

2. RECITALS

2.1 Ownership of System

We have accumulated knowledge and experience in the real estate industry on the basis of which we have developed and will continue to develop a distinctive business format and set of specifications and procedures for the operation of real estate brokerage offices using our intellectual property and trademarks, including the name *NextHome*® (the “NextHome System” or “System”). The distinguishing characteristics of the System include, but are not limited to, our proprietary business methods, technical knowledge, specialized services, proprietary products, brand concepts, operational processes, trade secrets, advertising materials and programs, marketing strategies, technology systems and products, vendor and supplier relationships, and training programs and techniques, as well as our designs, layouts, and identification schemes. We may change, improve, add to, and further develop the elements of the System from time to time.

2.2 Objectives of Parties

You are a corporation, limited liability company, partnership, or other entity. All of your owners of a legal and/or beneficial interest are listed on Attachment 8, attached hereto. You desire to open and operate a NextHome Office, and we are willing to grant to you a license to open and operate a NextHome Office at the Approved Location on the terms and conditions of this Agreement.

3. DEFINITIONS

For purposes of this Agreement, when any of the following words and phrases begins with a capital letter its meaning is defined in this Section 3:

“5% Owner” means a holder of a direct or indirect equity interest in you of 5% or more.

“Adjusted Gross Income” means all consideration of any kind before splits, expenses or other outlays earned, due or received by you or any of your Licensed Associates in connection with a transaction for which a real estate license is required, including, among other things, (a) cash, commissions, referral fees, commission notes, promissory notes, securities and interests in

real estate investment entities, and (b) all income from auctioneering, property leasing, business opportunity brokerage, appraisals and the other activities, if any, allowed by this Agreement. However, Adjusted Gross Income excludes: (i) Income from property management services; (ii) Income from notary services, operation of a real estate school or from construction, land development or real estate investment unless the income is earned for listing, marketing or selling property through the Office; (iii) Income from co-op commissions and referral fees paid to other licensed real estate firms; (iv) Income that you and we have expressly agreed in advance and in writing to exclude from Adjusted Gross Income; and (v) The sale or purchase of real property that you own or that is owned by one of your Licensed Associates as clearly evidenced by documentation you submit to us. This exclusion will apply only to one sale or purchase sale during any 12-month period by the concerned buyer or seller.

“Advertising Fund” or “Fund” has the meaning provided in Section 6.5.1 hereof.

Affiliates:

“Our Affiliates” means entities that may own us, which we may own or with which we are under common ownership. “Affiliates” also includes any individuals or other entities that we designate as such.

“Your Affiliates” means entities that may own any interest in you, any other entity that you or those entities may own or with which your or they are under common ownership.

“Approved Location” means the single location that we have approved in writing as the site at which you may own and operate a *NextHome* Office under the franchise granted by this Agreement.

“Approved Supplier” means a supplier that we have approved as a source from which you may purchase specified items that may only be purchased from an approved source. There may be more than one approved supplier for an item.

“Assumed Name” means the name or names that, under this Agreement, you shall conduct business under, which shall be a combination of the Marks and a name or names selected by you that have been approved by us in writing. Your Assumed Name is set forth on Attachment 2 attached hereto.

“Branch Office” has the meaning provided in Section 7.1.1 hereof.

“Branding Guidelines” means online and any hard copy publications we provide to you that describe how you and your Licensed Associates must use the Marks and other material identifying us and your Office as well as what must be purchased from Designated Suppliers or used in your Office.

“Company Intranet” or “Intranet” means the *NextHome* password protected Intranet site located at www.NextHome.com to which we give you access during the term of this Agreement. This site will contain the *NextHome* Franchisee Materials, our online billing and payment program, forms and access to parts of our System.

“Designated Supplier” means a supplier of specified Proprietary Products that we have designated as the sole source of those products.

“Franchisee Materials” means the materials posted on our Company Intranet or that we provide to you by other means. These materials will contain instructions for use of the Marks, forms, technology products, specifications for goods and services that will be used or provided by your Office, information on marketing, insurance requirements, management, training and administrative methods, names of Approved and Designated Suppliers, other information and/or standards that we may require by or that may be helpful to you in the operation of your Office. We will revise the Franchisee Materials periodically. You must comply with the requirements set forth in these materials.

“Good Standing” means your timely compliance and that of your Licensed Associates with all provisions of this Agreement and the Franchisee Materials, specifically including provisions for timely payment of money you owe to us or to any of our affiliates.

“Innovations” has the meaning provided in Section 8.20 hereof.

“Licensed Associate” means any real estate broker, Sales Manager, salesperson or their equivalent, affiliated with your Office, whether active or inactive, full-time or part-time, including your Principal Broker and anyone else listed under the name of your *NextHome* business with the real estate licensing authority of your state.

“Marks” means the registered trademark *NextHome*® and any other trade names (excluding the Assumed Name), trademarks, service marks, trade dress (including colors, designs, textures and smells), logotypes, slogans, commercial symbols and other identifying items and characteristics we now or in the future authorize you to use in the operation of the business under this Agreement.

“Network” or “NextHome Network” means the network of *NextHome* Offices operated by us and that are licensed by us to use our Marks and System.

“New Development Office” has the meaning provided in Section 4.1 hereof.

“Office” or “NextHome Office” means a real estate brokerage business that is operated under the Marks and System.

“Owner” means your shareholder(s), member(s), general partner(s), limited partner(s) or any other person(s) or entity(ies) that own a direct or indirect equity interest in you.

“Principal Broker” means the person whose real estate broker’s license is assigned to your Office and who is legally responsible to your state’s real estate licensing body for the acts of all Licensed Associates in your Office. The Principal Broker must devote his or her full time and best efforts to the management, operation and supervision of your Office.

“Proprietary Product” means any product bearing our Marks, such as yard signs, business cards, letterhead, envelopes and presentation folders.

“Related Party” or “Related Parties” means people and entities associated with you, including general partners, limited partners, shareholders, members, companies in which you have a controlling interest, companies in which any person or company owning a controlling interest in you also has a controlling interest as well as your and their officers and directors.

“Royalty Fee(s)” means any fee(s) required to be paid to us under Section 7.3 hereof.

“Sales Manager” means the person who, in conjunction with the Principal Broker, is the person who is responsible for day-to-day management and supervision of the Office and all of your Licensed Associates.

“Start Date” means the date indicated on Attachment 2, attached hereto, or 90 days after the date of this Agreement, whichever occurs is first. The Start Date may be extended only with our prior written approval.

“System” or “NextHome System” has the meaning provided in Section 2.1 hereof.

“Team” means two or more Licensed Associates working together who report their transactions under one account in our reporting system or under one account with the applicable Multiple Listing Service (MLS) or its equivalent.

“Team Royalty” has the meaning provided in Section 7.3.2 hereof.

“Termination” means the termination or cancellation of this Agreement before the expiration of the term or, as applicable, the expiration of this Agreement.

“Transfer” means any sale, assignment, conveyance, transfer, pledge, mortgage, or encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of: (1) this Agreement or any interest in this Agreement; (2) your Office or all or substantially all of the assets of your Office; (3) a direct or indirect legal or beneficial ownership interest in you, whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is a business entity, and whether in one transaction or a series of related transactions, regardless of the time period during which these transactions take place.

“You” or “Your” means the business entity identified as “you” or “your” in Section 1 hereof. “You” or “your” also means all business entities that succeed to your interest in this Agreement or the assets of your *NextHome* Office by approved Transfer.

4. FRANCHISED RIGHTS

4.1 Grant

Upon the terms and conditions of this Agreement, we grant to you a non-exclusive license to operate a single *NextHome* Office at the Approved Location designated on Attachment 2, attached hereto (the “franchise”). You have no right to (a) sublicense the Marks or the System to any other person or entity, or (b) use the Marks or the System in any manner not authorized by us in writing, including but not limited in any business or channel of distribution other than the Office at the Approved Location.

The foregoing notwithstanding, subject to our prior written approval, which we may grant or withhold in our sole discretion, you may operate a temporary sales office in addition to the Office at the Approved Location within or adjacent to a new subdivision or development project for the sole purpose of selling property in that subdivision or development (a “New Development Office”). All New Development Offices must be operated in accordance with this Agreement and the System, and only for the time period we approve of in advance in writing and whenever “Office” is referenced in this Agreement, the term applies to any New Development Offices.

You hereby accept the franchise and agree to operate the Office according to the provisions of this Agreement for the entire term hereof.

4.2 No Exclusive or Protected Territory

We do not grant you a protected or exclusive territory in which to locate your Office or to conduct business or activities using the Marks or the System. We and Our Affiliates reserve the right to open and operate, and to grant rights to others to open and operate, Offices at any location even if such Offices directly or indirectly compete with your franchise or any of the Licensed Associates affiliated with your Office. We and Our Affiliates also reserve the right, and may grant rights to others, to conduct businesses offering the same or similar products and services or other business and activities using the Marks and the System or other trademarks and service marks at any location, including within the immediate proximity of your Office, through e-commerce and other channels of distribution.

4.3 Rights Reserved

Without limiting Section 4.2 above, (a) we reserve the exclusive right to conduct or control Internet promotion and marketing, including the right to control the use of our Marks in any social media and any other existing media whether it now exists or is developed in the future, and (b) all other rights not expressly granted to you in this Agreement, including the right to sell Proprietary Products through any means or channels of distribution.

We also reserve the right to acquire, be acquired by, or merge with other companies with existing real estate brokerage offices or other businesses that are competitive with or in the same or similar line of business with your franchise and the Network as a whole or in part, and (x) convert the other businesses to the *NextHome* System and/or *NextHome* Network, (y) permit the other businesses to continue to operate under another name(s), and/or (z) permit the other businesses to continue to operate under another name(s) and convert the *NextHome* System and/or *NextHome* Network, including your franchise, to such other name.

5. TERM AND RENEWAL

5.1 Initial Term

You may operate the Office for a term of one-year or five-years, as described in Attachment 2. You acknowledge and agree that some of the financial terms contained in this Agreement vary depending on the length of the term selected by you.

This Agreement is binding and enforceable as of the Effective Date, but the term of one-year or five years, as applicable, during which you may open and operate the Office will commence on the Start Date.

5.2 Renewal

Subject to your satisfaction of the terms and conditions for renewal set forth below in Sections 5.2.3 and 7.9, upon the expiration of your initial term, if we are still granting new *NextHome* franchises, you may renew this franchise for one additional term, as provided below in this Section 5.2.

5.2.1 One-Year Term

Subject to Section 5.2.3 below, if your initial term is one-year, you may renew the franchise at the conclusion of the initial term for an additional one-year term or a new term of five-years, in your discretion.

5.2.2 Five-Year Term

Subject to Section 5.2.3 below, if your initial term is five-years, you may renew this franchise at the conclusion of the initial term for an additional five-year term only.

5.2.3 Conditions for Renewal

You may only exercise the right to renew the initial term of this franchise if, in our sole discretion, you satisfy the following conditions, at the time you notify us of your desire to renew and upon renewal:

- (a) You and your Related Parties must be in Good Standing under this Agreement and any other agreement between you, your Related Parties, and/or Your Affiliates, on the one hand, and us and/or Our Affiliates, on the other hand, and you and your Related Parties must be in compliance with the requirements of the Franchisee Materials;
- (b) You must have notified us in writing not more than 90 days, but at least 30 days before, the expiration date of the term. Your notice must clearly state your desire to renew and the length of the renewal term you wish to obtain.
- (c) You must sign a copy of the Franchise Agreement for the renewal term no less than 30 days before the expiration of this Agreement, or the date that you receive the new Franchise Agreement from us, whichever is later, which must include signatures on all Attachments thereto. You acknowledge that the terms and conditions contained in the Franchise Agreement for the renewal term may contain terms materially different than those contained in this Agreement, including, but not limited to, higher rates of royalties and Advertising Fund contributions, other fees and charges, different or no renewal rights, and other obligations;

- (d) Before the renewal term begins you must, at your expense, remodel, modernize and redecorate your Office premises and replace and modernize the fixtures, equipment and signs used in your Office so that your Office meets the then current standards of appearance and functionality required of new *NextHome* Offices. The requirements of this Section 5.2.3(d) will not apply to a one-year renewal unless your *NextHome* Office has been open for five-years or more;
- (e) You must pay us the renewal fee specified in Section 7.9 and Attachment 2 hereof; and
- (f) You and your 5% Owners must have signed our then-current form of General Release, the current form of which is attached as Attachment 3 to this Agreement.

6. OUR SERVICES

We will perform the following services for you at times and places determined by us if you are in Good Standing under this Agreement and any other agreement with us and/or Our Affiliates:

6.1 Standards and Specifications

We will provide you with the required criteria for selecting your Approved Location and the standards and specifications for Office signs, décor, fixtures, furnishings, equipment and opening inventory.

6.2 Proprietary Software

During the term, we will provide you with access to the Company Intranet and license to you, at no additional charge, our proprietary software hosted on the Intranet to enable you to use certain aspects of the System which may include accounting, reporting, marketing, advertising, training, client relationship management, and website functionalities. We reserve the right to modify, substitute or add to services we provide to you on the Intranet. On the Effective Date hereof, you must sign our Intranet Use and License Agreement, attached as Attachment 4 to this Agreement, and promptly at our request, sign any reasonable modifications and revisions thereto.

6.3 Additional Training

We may provide additional training programs to you during the term of this Agreement. If you request additional training from us, or if we require you to participate in additional training as a condition for curing a default of this Agreement, we may charge you a Consulting Fee (defined in Section 7.12) and you must pay us for all out-of-pocket costs incurred by us in connection with such training, including travel and related expenses. Additional training may be offered online or in groups with other franchisees.

6.4 Consultation

We will use commercially reasonable efforts to make our representatives available to you for consultation regarding System specifications and standards in a timely manner at no additional charge. Subject to our availability and your payment of a Consulting Fee (defined in Section 7.12) and our travel expenses, we may also provide on-site consultations at your Office.

7. YOUR PAYMENTS

7.1 Initial Franchise Fee

7.1.1 Term; Branch Office

The initial franchise fee for a one-year term or a five-year term (the applicable term is referred to as “Term”) is set forth in Attachment 2 and is payable when you sign this Agreement. If you are in Good Standing during the Term and want to open an additional *NextHome* Office (a “Branch Office”), you must sign a separate Franchise Agreement with us for the Branch Office, for the same applicable Term and pay us an additional initial franchise fee as stated in the Franchise Agreement for the Branch Office; provided, however, that the initial franchise fee for a Branch Office with a term of five years will be discounted by 50% if you or your Owner owns at least 51% of the entity that signs Branch Office Franchise Agreement.

7.1.2 Conversion to Five-Year Term

If this Agreement has a term of one-year, during the term hereof you may request our approval to convert to a five-year term if you are in Good Standing. If you are approved to convert to a five-year term, then we and you must sign a separate Franchise Agreement (on our then-current form) for a term of five-years, which term will commence upon expiration of the term of this Agreement. Contemporaneous with signing such separate Franchise Agreement, you must also sign a General Release on our then-current form (our current form is attached to this Agreement at Attachment 3), and you must pay us the difference between the initial franchise fee you paid us under this Agreement and the initial franchise fee due under the separate Franchise Agreement with a five-year term.

7.1.3 Non-Refundability

The initial franchise fee is not refundable.

7.2 Base Franchise Fee

On or before the 10th day of each month after the Start Date, or on any other day of the month that we designate in writing, you agree to pay us during the term a base franchise fee of \$100 (“Base Franchise Fee”).

7.3 Royalty Fees

7.3.1 Non-Team Royalty

Beginning on the Start Date, in addition to the Base Franchise Fee, you agree to pay us a monthly Royalty Fee for each Licensed Associate affiliated with your Office who is not a member of a Team in accordance with one of the following two Royalty Fee plans:

- (a) Percentage Plan: 6% of your Adjusted Gross Income from the non-Team member Licensed Associate, or
- (b) Flat Fee Plan: the sum of \$190, if you have a one-year term, or \$180, if you have a five-year term.

Promptly upon a Licensed Associate's affiliation with your Office (that is not a member of a Team) you must report the new Licensed Associate to us on our Company Intranet, or as we otherwise specify, and designate whether such Licensed Associate will follow the Percentage Plan or the Flat Fee Plan. Plan designations may not be changed until the date that is 6 months after such designation has been made. For purposes of determining which plan applies to a given transaction, the date when a property is listed, if representing the seller, or the date when the property is placed under contract, if representing the buyer, will control.

Transactions pending on the Start Date are not subject to the Percentage Plan if this is the initial term of the franchise.

You may select which Licensed Associates affiliated with your Office will follow which plan but at least one of your Licensed Associates that is not also a member of a Team must follow the Flat Fee Plan.

Royalty Fees payable under Flat Fee Plan are due at the same time and in the same manner as the Base Franchise Fee. Royalty Fees payable under the Percentage Plan are payable upon the close of each transaction subject to the Percentage Plan.

7.3.2 Team Royalty.

In addition to the Base Franchise Fee, you must pay us monthly, at the same time and in the same manner as the Base Franchise Fee, (a) a fee of \$100 for each Team affiliated with your Office, and (b) (i) \$90 for each Team member that is a Licensed Associate, if this Agreement has a one-year term, or (ii) \$80 for each Team member that is a Licensed Associate, if this Agreement has a five-year term (the foregoing (a) and (b) collectively, the "Team Royalty").

Teams and members of Teams are not subject to Section 7.3.1 and thus, you may not place them on either the Percentage Plan or Flat Fee Plan described therein.

Promptly after a Licensed Associate dissociates from a Team you must designate such Licensed Associate on the Flat Fee Plan unless such Licensed Associate has completed 6 months on the Team Royalty, in which case you may designate such Licensed Associate on either the Percentage Plan or the Flat Fee Plan. Any listing a Licensed Associate

takes with it upon dissociating from a Team will be subject to whichever Royalty Fee plan such Licensed Associate is placed on after leaving the Team.

7.4 Technology Fee

For each side of a transaction closed by your Office (i.e., buyer and/or seller representation, as the case may be) after the Start Date, you agree to pay us a Technology Fee of \$85, if this Agreement has a one-year term, or \$75, if this Agreement has a five-year term ("Technology Fee"). The Technology Fee covers your access and use of the core technology services we provide to enable you to operate the Office. Despite the foregoing, no Technology Fee shall be due in connection with a transaction that was pending on the Start Date of the initial term of the franchise.

7.5 Method of Payment

We have the right to require payment of fees and other amounts owed to us through our Intranet, through escrow or in any other manner that we specify. At our request, you agree to sign any other document necessary to enable us to initiate payment of Royalties and Technology Fees by electronic funds transfer, pre-arranged draft or in any other manner. If we are unable to take payment because you have not submitted a statement of Adjusted Gross Income or for any other reason for which you are responsible, our inability to take payment will be considered your failure to make payment.

7.6 Audit

We have the right to audit your books and records, including your tax returns to the extent they pertain to your Office and financial and business data from fixed and removable drives of your business computer systems during normal working hours with no advance notice. Alternatively, at our sole option, we may require you to send digital or paper copies of selected records to us for audit or provide any consents and directions that may be required to allow us access to your data and records maintained by or through third-parties. The auditor may be our employee or an independent contractor and does not have to be an accountant. If an audit discloses an underpayment of royalties, Technology Fees or our right to any other charges payable under this Agreement, you must immediately pay these amounts to us together with accrued interest on the amount underpaid as provided in this Section. If you are unable to produce the records you are required to maintain to explain any discrepancy disclosed by the audit, the discrepancy will be presumed to result from an underpayment.

If we performed the audit because you did not provide required financial statements at the times and in the format specified in the Franchisee Materials or if the underpayment exceeds 3% of the total Royalty Fees, Technology Fees or other charges payable for any period covered by the audit, you must also reimburse us for our expenses for the audit.

If you dispute our finding of an underpayment, at your written request, within 10 days of receiving our notification of underpayment, we will retain, an independent certified public accountant to review or audit, at your option, your books and records for the period under examination. If the certified public accountant's report shows an underpayment that equals or exceeds any underpayment our original auditor found or if the audit cannot be completed because

you withheld or do not have the requested records, you must reimburse us for our expenses in obtaining both audits, the amount of the underpayment and interest on past due amounts.

7.7 Training Fees and Costs

We do not charge a fee for the initial *NextHome* orientation program provided to you, your employees and your Licensed Associates. Occasionally, we may charge a fee for optional ongoing training to help defray the costs of providing such training programs. For all training we offer, you must pay any costs of travel, expenses that your representatives incur in attending our training, if training is at our offices or at another location that we specify. If you have requested and we have agreed to provide training at your location, or at another location that we agree to travel to, in addition to paying us a Consulting Fee (described in Section 7.12 below), you must pay us for all travel, lodging, meals and other incidental expenses that we incur in connection with the training program.

7.8 Payment for Proprietary Products

When ordering Proprietary Products from us, you must submit payment for the full purchase price, plus the additional amount we specify to cover the costs of shipping, insurance, any applicable duties and sales or use tax. We have the right to require payment in cash, credit card, electronic funds transfer, cashier's check or other means.

7.9 Renewal Fee

The applicable renewal fee is set forth in Attachment 2.

7.10 Transfer Fee

If your franchise is for a term of five years, you agree to pay, as a condition to our consent to the Transfer, a transfer fee of \$4,250. A Franchise Agreement with a one-year term is not transferable, unless required by law. If required by law, the transfer fee for your one-year agreement will also be \$4,250. The transfer fee is payable as follows: (1) \$250 due immediately with all materials required to be submitted to us under Section 12.3 below; and (2) \$4,000 upon notice of our consent to the proposed transfer. If we do not consent to the proposed transfer, we will retain the \$250 paid by you, but you will not be required to pay the balance of the transfer fee for the proposed transfer. If we consent to the proposed Transfer but you do not consummate the approved Transfer, we will return your \$4,000 but will retain the \$250.

7.11 Administrative Fee; Credit Card Processing Fees

7.11.1 You must pay us an administrative fee of \$250 together with any request for a change in business name, relocation of your Office, change of Principal Broker, Transfer, closure of a Branch Office, establishment or extension of the operation period of a New Development Office or any other change requiring an amendment or addendum to this Agreement.

7.11.2 We reserve the right to add to amounts you owe us under this Agreement an amount equal to credit card processing fees incurred by us in connection with any payments

you make to us by credit card. We currently charge 3% for credit card processing but reserve the right to adjust this amount if processing fees change.

7.12 Consulting Fee

We may charge you a consulting fee of \$200 an hour plus our costs as described in Section 7.7 above for consulting services that you ask us to provide to you.

7.13 Annual Meeting Registration Fee

We reserve the right to conduct an annual meeting for all System franchisees at such times and places that we select, and upon reasonable prior notice to you. We charge a registration fee of up to \$899 for each person attending our annual meeting. You will be required to pay the annual meeting registration fee for one person only, regardless of whether any of your representatives attend the meeting. You are responsible for all travel and related expenses incurred in connection with annual meetings. If none of your representatives attend the meeting, then payment of the single attendance fee will be due within 30 days after the date of the annual meeting.

7.14 NextHome Disaster Relief Foundation Contribution

In the event we form an entity to assist NextHome franchisees who suffer from a natural or man-made disaster, you agree to pay into that entity the sum of \$250 on the Start Date and annually thereafter on the anniversary of your Start Date. The entity will be a non-profit foundation designed to assist the *NextHome* Network in supporting each other if disaster strikes. Contributions will help address the immediate financial needs of members of the *NextHome* Network in crisis today because of such disasters and will help build a safety net for future disaster survivors. The fee will only be payable if and when the entity is formed. If your Start Date is before the entity is formed, your first payment will be on the first anniversary of your Start Date after the formation of the entity.

7.15 Charge for Late Payment or Reporting Deficiency

To compensate us for the administrative burden imposed upon us by your failure to make payment on time or submit timely, complete reports as outline in Section 10.3 below, in addition to any interest or other charges that may be due to us in connection with late payment or non-reported matters, you must pay us, upon demand, a late payment or reporting deficiency charge of:

- (a) \$50 per month for each late payment or late delivery of any required report;
- (b) \$50 per month for each non-reported listing or sales unit; and
- (c) \$100 per month for each non-reported Licensed Associate.

7.16 Declined Payment Charge

You must immediately upon demand pay us a declined payment charge of \$50 or our actual expense incurred, whichever is more, to compensate us for administrative expenses and bank charges we incur if your credit card payment is declined or your check or electronic payment is dishonored by the bank.

7.17 Interest on Late Payments

We charge interest on late payments to partially compensate us for loss of use of the funds. Any payment that we do not receive from you when due will bear interest at 1.5% per month or at the highest rate allowed by applicable law on loans between businesses on the date when payment is due, whichever is less. The imposition of interest or other charges is not a waiver of our right to be paid on time or a forgiveness of any default resulting from the late payment.

7.18 Application of Payments

At our option, we may apply any payment you make to us to any past due debt you owe us regardless of how you say the payment should be applied. We do not have to accept payments after they are due or extend credit or otherwise finance your operations, except as specifically provided in this Agreement. If you do not pay all amounts when due, we may, among other things, suspend our services and support until you cure the failure.

8. YOUR OBLIGATIONS

8.1 Use of Marks

8.1.1 Limitations on Use; Use of Assumed Name; Other Terms

In connection with the operation of the franchise conducted under this Agreement, you agree that at all times and in all advertising, promotions, signs and other display materials, on your letterhead, business forms, and at and within the Office, in all of your business dealings related thereto and to the general public, you will primarily identify your business under the Marks, and secondarily the Assumed Name approved by us in writing, if applicable, together with the words "EACH OFFICE IS INDEPENDENTLY OWNED AND OPERATED", or such other similar designation as we may hereafter prescribe ("Approved Designation"). You, the Principal Broker, Sales Manager, Licensed Associates, and other employees, agents and staff associated with the Office must conspicuously display the Approved Designation on all signs, including at your Approved Location, on all yard signs, and in all other advertising materials and media.

Unless we otherwise agree in writing, the Assumed Name shall be the name or names set forth on Attachment 2 attached hereto. Other than the Assumed Name, you may not use any other trade name in connection with the franchised business conducted under this Agreement. The total appearance of the Assumed Name and any other identifying words must be approved by us in advance in writing. We reserve the right, in our sole discretion and without limitation, to deny the use of certain words or phrases, colors, designs, fonts, font sizes and sequencing of words, in an Assumed Name. Use of the Assumed Name must be in accordance

with our Branding Guidelines or as we may otherwise approve in writing. You shall file and keep current a Fictitious Business Name Statement (or similar document) with respect to your use of the Assumed Name in the county in which you are conducting business and at such other places as may be required by law. By approving of your use of the Assumed Name we are merely stating that it satisfies our Branding Guidelines, in our discretion. You represent and warrant to us that you are in compliance with all relevant laws at all times, and not infringing any third parties' rights, when you use the Assumed Name.

You shall comply with the rules and regulations of the National Association of REALTORS® respecting use of any of their registered marks. You agree that you will not identify your business, franchise or Office as (i) us, (ii) a subsidiary, parent, affiliate, division, shareholder, partner, joint venturer, agent or employee of us or other owner of the Marks, or (iii) any of our other franchisees. You shall not use in your corporate or entity name either the Marks or any words confusingly similar thereto, or the term "REALTORS®", which is a registered mark of the National Association of REALTORS®. This Section 8.1.1 is not intended by the parties hereto to afford the National Association of REALTORS® any rights as a third party beneficiary.

8.1.2 Acknowledgments; Prohibition Against Disputing Our Rights

You acknowledge that we or Our Affiliates are the owner of the Marks. You may not during or after the term of this Agreement dispute or impugn the validity of the Marks or our or Our Affiliate's ownership thereof. You may not at any time do or cause to be done anything contesting or impairing our interest in our Marks or causing harm to the goodwill associated therewith. You must use your best efforts to enhance and protect the goodwill of the *NextHome* System. You are not granted any rights in our Marks or System except for the license to use them according to the express terms of this Agreement for the duration of this Agreement. We retain the right to grant other franchises or licenses to use the Marks and System on any terms that we determine. You agree that the Marks are our exclusive property. You assert no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of your franchise or licensed use thereof or otherwise. It is expressly understood and agreed that your use of the Marks is only co-extensive with the term of this Agreement. Upon the expiration or termination of this Agreement, you acknowledge and agree that no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement.

8.1.3 Third-Party Challenges

You agree to notify us promptly of any unauthorized use of the Marks of which you have knowledge. You also agree to inform us promptly of any challenge by any person or entity to the validity of our ownership of or our right to license others to use any of the Marks. Subject to the last sentence of this Section 8.1.3, we agree to protect and defend you against any suit filed or demand made against you challenging the validity of the Marks (an "IP Claim"), and to defend and indemnify you against your loss, cost, or expense related to the IP Claim. We will initiate, direct, and control any litigation or administrative proceeding relating to the Marks, including any settlement (which may require you to cease using certain Marks). We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or Our Affiliates in connection with any such action. You agree to execute

all documents and render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks. The foregoing notwithstanding, if the IP Claim arose because you used the Marks in violation of this Agreement or where or because of your use of the Assumed Name and the alleged infringement or other liability relates to aspects of the Assumed Name that do not include the Marks, you agree to protect and defend us, to indemnify us against any loss, cost or expense we incur, including reasonable attorneys' fees and costs and we reserve the right to retain counsel of our choice at your expense and to direct such counsel on our behalf in the defense of such IP Claim.

8.1.4 Changes in Marks

We have the right to change our Marks and the specifications for your use of them when we believe that the changes will benefit the *NextHome* System and you must promptly conform to all changes at your expense.

8.1.5 Use in Advertising Materials

All advertising and promotion that you undertake, whether through conventional media, the Internet or by any other means, must comply with all applicable laws, rules, regulations and guidelines including, without limitation, the Fair Housing Act and the National Association of REALTORS®. It must also be in good taste, be completely truthful, conform to the highest ethical standards, and comply with the Franchisee Materials and Branding Guidelines. You may not use our Marks in any manner that may mislead or deceive the public regarding your Office location, the geographic area that your Office serves, your relationship to us or any purpose other than the promotion of the services provided by your Office, as detailed in this Agreement. Except for marketing artwork and copy that we have provided or previously approved or that we have provided in the Franchisee Materials or outlined in our Branding Guidelines, you must submit to us copies of all promotional and advertising materials that you propose to use at least two weeks before the proof approval deadline. You must include the name and address of your Office on all marketing and advertising materials. You must ensure that each of your Licensed Associates meets these requirements, as well. We will not approve materials that publicize fees or commission rates for your services and/or brokerage. We will review the materials within a reasonable time and will promptly notify you whether we approve or reject them. Even if we approve or have provided specified materials, we may later withdraw our approval if we reasonably believe it is necessary to make the advertising conform to changes in the System, to correct unacceptable features of the advertising or for any other reason. All advertising, marketing, public relations and promotional activities you undertake must comply with the criteria we specify in our Franchisee Materials and Branding Guidelines and must bear the legends we specify in those materials or otherwise. We reserve the right to have you discontinue the use of any marketing, advertising and/or promotional material and/or activity at any time and for any reason.

8.2 Your Office Location

8.2.1 Locating Site and Securing Lease

You must, on your own initiative and at your expense, locate the site for your Office. When you locate a proposed site, we will review it and decide if, in our sole discretion, it is suitable. You must obtain our written approval of the proposed site and proposed lease before you sign the lease. If you do not find a location of which we approve within 90 days of the date of this Agreement, we can terminate this Agreement without any refund to you.

To seek our approval of a site, you must advise us in writing of the street address of the proposed site and provide a copy of any demographic information you have about it, including photos of the interior and exterior and the site's existing interior and exterior signage. We will base our approval of the site primarily on general guidelines for suitable premises that we will give to you in writing. By approving a particular site for your *NextHome* Office, we do not guarantee that the *NextHome* Office operating at that location will be successful. Success will depend on many factors that are not within our control, including your ability, acumen, hard work and financial resources.

If you use a home office to operate any aspect of the franchise, you may not allow clients to visit you at your home office.

8.2.2 Site Development

Unless you operate from (a) a home office (where clients may not visit), (b) an executive office suite that cannot be altered, or (c) a virtual location and use a Post Office Box, you must plan, construct, equip, supply and furnish your Office according to our currently effective standards, as described in the Franchisee Materials and Branding Guidelines. You agree to submit to us the plans and specifications for your proposed Office improvements (including signage) and receive our approval before you commence work or open the Office for business. You must take all necessary action to improve and open your Office by the Start Date.

8.2.3 Signs

Subject to applicable law and your landlord's consent, if required, you must permanently display at your expense at your Office premises signs of the nature, form, color, number, location and size that we require and containing any legends that we have specified. You must submit sign drawings showing the design and details of any signs you propose to use to us, and obtain our approval of the design and details, prior to ordering or using your signs. Any deviation from our standards and specifications regarding signs must be pre-approved by us in writing.

8.2.4 Relocation

You may relocate your Office only with our prior written consent, which we will grant only if the following conditions are fulfilled:

- (a) You and your Related Parties are in Good Standing under this Agreement, any other agreements between you and us or Our Affiliates and under the Franchisee Materials;
- (b) You sign an amendment to this Agreement specifying the new location;
- (c) You agree to plan, construct, equip and furnish your new Office so that the premises meet the standards of appearance and function applicable to new *NextHome* Offices at the time you relocate. You agree to submit the details of your proposed new Office to us, and obtain our approval of those details, before you commit to implement those details;
- (d) You and all 5% Owners have signed a general release in a form satisfactory to us;
- (e) We have given our prior written approval to the new location; and
- (f) You have paid us the administrative fee described in Section 7.11 of this Agreement.

8.3 Orientation Program

If this is the initial term of your franchise, the Principal Broker and each of your Sales Managers must attend each day of the orientation program and complete it to our satisfaction. The orientation program may be provided online, at our headquarters or at another location that we specify. We reserve the right to provide the entire program online. We do not charge extra for the orientation program, but you must pay for all expenses incurred by all of your attendees, including, if applicable, travel, lodging and meals. Upon your request, and subject to the payment of all fees and expenses described in Section 7.7 below, we may agree to provide the orientation program at your Office or another location. If any of the individuals required to attend the orientation program is later replaced, the new hire must attend the orientation program within 60 days after he or she is hired by you.

8.4 Opening

8.4.1 Our Consent Required

- (a) You may not open your Office to the public as a *NextHome* Office until we certify in writing that, in our opinion, you, your Principal Broker and your Licensed Associates are prepared to begin operating under the Marks and System and that the Office premises, tenant improvements, furnishings, decor and signs meet our standards and specifications. By certifying that we believe that your Office is prepared to open, we do not guarantee that your Office will be successful.
- (b) You agree to provide us with photographs showing the interior and exterior of your office, your *NextHome* signage and your compliance with our other *NextHome* facility and branding requirements.

8.5 Compliance with Franchisee Materials and Branding Guidelines

You must operate your Office in total compliance with the standards and specifications stated in the Franchisee Materials and Branding Guidelines. We may make changes in our standards and specifications for any aspect of the System, when, in our reasonable discretion, change is needed for the success and development of the *NextHome* System. Such changes may require the purchase of equipment, supplies, furnishings or other goods, completion of additional training by your employees or other things. You must promptly conform to the modified standards and specifications at your expense.

8.6 Services Offered and Goods Used

You may offer only the services and use only the goods that we have authorized. You may use only products, materials, signs, stationery, cards, fixtures and furnishings that conform completely to the standards, specifications, methods, techniques and procedures of the System and our Branding Guidelines. If, from time to time, we decide to make changes in the services or goods you are authorized to provide or use, you must comply with the changed requirements at your expense.

Your Office must offer real estate brokerage services, including the purchase, sale, listing, referral, relocation, leasing, exchanging or other transfer or disposition of any interest in real estate, condominiums, mobile homes, panelized, modular, manufactured housing or time share units, if allowed in your state. You may also conduct activities such as organizing, promoting, selling, managing or otherwise serving a real estate syndicate, partnership or corporation, real estate investment trust or other real estate investment organization or finding investors for any of these entities.

You may not perform services involving mortgage brokerage, loan origination, document preparation, loan processing or similar services under our Marks. However, you may conduct such activities, directly or indirectly, in your business premises as long as you do so through an entity other than that which owns this franchise and you make clear by signage and otherwise, that such activities are not affiliated with us. You agree to follow any additional directions we give you in this regard.

We will provide you with the names and addresses of Approved Suppliers and Designated Suppliers of specified goods and services. In approving or designating any particular third-party supplier, we expressly disclaim all warranties or representations, including expressed and implied warranties of merchantability and fitness for a particular purpose. You agree to look solely to the manufacturer or supplier, and covenant to not sue us, in connection with any claims arising out of any goods or services provided by third-party suppliers, including Approved Suppliers and Designated Suppliers. If we have designated a particular supplier as the sole source for specified goods or services for you to use or sell in your Office, you may buy such goods or services only from the designated supplier.

If we specify that you must obtain our approval of your supplier of a certain type of goods or services and you would like to buy these goods or services from a supplier that we have not previously approved, you must notify us in writing and, upon our request, give us product

specifications, sample products, and/or information about the supplier. If we do not approve your suggested supplier, we will promptly give you our reasons for withholding our approval. If you ask us to approve a supplier, you must reimburse us for any expenses we reasonably incur in inspecting the supplier's premises, checking the supplier's credentials or testing the product. As a condition of approving a supplier of any product that bears the Marks, the supplier must sign our Approved Supplier Agreement to enable us to control the quality. We may withdraw our approval of a supplier if the supplier no longer meets our standards.

You acknowledge that we may receive revenues from your suppliers as consideration for doing business with *NextHome* Offices and/or for rights we grant to and/or services we perform for the suppliers.

You must sign the Intranet Use and License Agreement attached to this Agreement as Attachment 4 and use our proprietary software. You must use any other software or hardware that we specify and must update your system to maintain compatibility with our requirements for your computer system, including handheld devices.

8.7 Text and Email Communications

We often use email and text messages to communicate with our franchisees. By signing this Agreement, you expressly consent to our use of our electronic messaging system to communicate with you and your Licensed Associates regarding changes in the System, developments in the industry, upcoming events and other matters of interest to the *NextHome* System. You must obtain the consent of your Licensed Associates to this clause in your agreements with them.

8.8 Membership in Multiple Listing Service

You must join the local Multiple Listing Service and remain a member in good standing throughout the term of this Agreement. You must ensure that each of your Licensed Associates, whether they are your employees or independent contractors, also meets this requirement. You must reimburse us for any pro-rata (as determined by us) fees that the applicable Multiple Listing Service charges us for its services upon receipt of invoice from us. You acknowledge and agree that Multiple Listing Services vary in the amount and timing of fees charged for their services, and it is your responsibility to investigate the nature of such fees for your local Multiple Listing Service. You further acknowledge and agree that, while it is our intention to pass-through our Multiple Listing Services fees to you, because of the varying fee structures of Multiple Listing Services (for example, in the case of a tiered fee structure), it may be the case that the fees we charge you exceed our actual costs in maintaining the applicable Multiple Listing Service.

8.9 Internet Data Exchange

If permitted under applicable law and the rules of the Multiple Listing Service (MLS) in which you are a member, you must give us access to the MLS so that we can obtain a listings data feed and provide an Internet Data Exchange (IDX) search on our website (www.nexthome.com), your Office website, your Licensed Associates' websites, our Mobile Connect App and any other product or service we provide that requires an IDX listing data feed.

You are responsible to pay any fees the MLS charges you or us for providing the IDX search on these products.

8.10 Client Satisfaction Program

We may use various techniques to obtain client feedback concerning your services, including email, text message or direct phone contact through the contact information you and your Licensed Associates provide us in the *NextHome* System. You must operate the Office and perform the functions of the franchise in accordance with our currently effective standards, including, but not limited to, as set forth on the Intranet, in the Franchisee Materials and the Branding Guidelines.

8.11 Maintenance and Upgrades

Unless the Approved Location is a home office where you do not meet with clients, you agree to keep your Office premises, equipment and furnishings clean and in excellent repair. Periodically, we may require that you upgrade the decor and furnishings to meet the then-current standards. Regardless of whether your Approved Location is a home office, you must maintain your equipment and inventory, particularly your inventory of Proprietary Products that display our Marks, to meet our currently effective standards including as stated in the Branding Guidelines. You must promptly comply with any such request at your expense.

8.12 Professional Conduct

In all your dealings with us, your clients, your employees, your suppliers and others, you must adhere to the highest standards of professional conduct, courtesy, honesty, integrity, ethical behavior, good faith and fair dealing. You must respond promptly and courteously to any communications we direct to you. You must comply with all applicable laws including, without limitation, the Fair Housing Act and the Code of Ethics of the National Association of REALTORS[®], and you must ensure that each of your Licensed Associates also complies.

You may not engage in any conduct that, in our reasonable opinion, may injure the goodwill associated with the Marks and you must use best efforts to create, promote and maintain a favorable reputation for the *NextHome* System and Network.

8.13 Compliance with Law

You must comply with all federal, state and local laws, regulations and applicable industry standards pertaining, directly or indirectly, to your Office. By signing this Agreement, you authorize any federal, local or state body regulating or supervising real estate practices to release to us information about complaints and disciplinary actions related to your practices or those of your employees and independent contractors. You must strictly follow all laws and regulations relating to unemployment insurance, workers' compensation insurance and withholding and payment of payroll taxes. You must keep current all licenses, permits, bonds and deposits made to or required by any government agency in connection with your operation of your Office.

Without limiting the generality of the foregoing, you must use any required forms, disclosures and privacy statements and at a minimum adhere to our policies and practices regarding collection, disclosure, use, retention and safeguarding of personal information and data, and obtain all required consent or permission from all required parties regarding such collection, disclosure and use of information in accordance with applicable law. You must display and disclose policies and statements regarding any personal information and data privacy, collection, disclosure, use, retention and safeguarding on any authorized website relating to your Office and any authorized web page under your control, management or administration, and in operating your Office, in the manner and form specified or approved in writing in advance by us periodically. You must abide by all standards, laws, rules, regulations or any equivalent thereof applicable to data collection and privacy at your sole cost and expense. If you suspect or know of a security breach, you must immediately give us notice of such security breach and promptly identify and remediate the source of any compromise or security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning clients of your Office.

8.14 Payment of Indebtedness

You must pay promptly when due all taxes and debts that you incur in the conduct of your business. You must remain current in any financial responsibilities to your suppliers, employees, contractors, lessor and to us and our Related Parties.

8.15 Participation in Website

We have developed a central promotional website for the *NextHome* System to encourage members of the public to use our real estate services. Among the services and information available on our website are the real estate listings of our franchisees and their Licensed Associates. The success of our website in attracting consumers depends on full participation by all *NextHome* Offices. Accordingly, unless otherwise instructed by a client, you must use your best efforts to ensure that all your Office's listings, including those of your Licensed Associates, are made available to us by including suitable provisions in your independent contractor agreements and clearly established procedures in your Office.

8.16 Copyright License and Permission

Photographs and other media that you send us for use in listings on our website or other commercial uses are subject to the rights of the copyright owners (usually the photographers, unless transferred) and the privacy rights of the property owners, which extend to images of real property they own. If you own the copyrights in pictures or other media you send us, you grant us a fully paid-up and royalty-free perpetual and irrevocable license to use all such media for purposes consistent with this Agreement, including general promotion of the *NextHome* Network. If you do not own the copyrights, you warrant that you have been granted licenses by the copyright owners to use the media for purposes consistent with this Agreement. As to any photographs or pictures you send us, you warrant that the owners of the properties shown in the pictures or other media have given you permission to use and authorize us to use these images for purposes consistent with this Agreement. You do so authorize us by sending us the pictures or other media.

Any breach of the representations and warranties included in this section is covered by the indemnity clause stated in Section 11.5 of this Agreement.

8.17 Inspections

We have the right to conduct periodic quality assurance inspections of your Office during normal business hours. You must cooperate with our representatives during these inspections and instruct your employees to answer any questions and produce any documents or digital records that we ask to see. We may make these quality assurance inspections with or without prior notice. You must promptly correct any deficiencies in your operation of which we advise you.

8.18 Proprietary Products

The Proprietary Products used in your Office are unique and their content and design are important to the success of the System. The Proprietary Products must be used only as we specify or otherwise approve. You may purchase the Proprietary Products only from the supplier that we have designated or, if we have not designated a supplier for the particular product, from a supplier that we have approved. To obtain our approval of a supplier of Proprietary Products that we have not previously designated or approved, you must submit a sample of the product to us and obtain our written confirmation that the product meets our standards and specifications. Without limiting the generality of the foregoing, each of your Licensed Associates must order business cards from our Designated Supplier within 15 days after the commencement of his/her affiliation with your Office. If she or he fails to do so, we will have the right (but not the obligation) to order business cards on such Licensed Associate's behalf and invoice you for our cost and expenses.

8.19 Notification of Complaints

You must notify us promptly if you or one of your Licensed Associates is served with a complaint in any legal or administrative proceeding that is in any way related to your Office or if you become aware that you or one of your Licensed Associates are the subject of any complaint to or investigation by a governmental licensing authority or consumer protection agency. You must advise us immediately if the license of your Principal Broker is suspended or revoked.

8.20 Innovations

All ideas, concepts, techniques or materials relating to an Office or the System (collectively, "Innovations"), whether or not protectable intellectual property and whether created by or for you or your Owners, employees, or contractors, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System and our intellectual property, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this section you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and Our Affiliates have no obligation

to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Office or otherwise without our prior approval.

8.21 Casan Collection Addendum

If you desire to obtain from us the right to sell luxury real estate under our *Casan Collection*™ brand (the “Casan Collection Brand”), and you meet all of our conditions for doing so, we and you will enter into the Casan Collection Addendum which is attached hereto as Attachment 9.

9. PERSONNEL

9.1 Licensure

You warrant that you will employ at all times during the term hereof an individual who is licensed as a real estate broker under the laws of your State and that a licensed individual will serve as Principal Broker of your Office throughout the term of this Agreement. You further warrant that you will notify us within 5 days of any change in your Principal Broker. Breach of this warranty is a material breach of this Agreement, entitling us, at our option, to terminate it immediately upon written notice to you.

9.2 Management

Your Principal Broker must devote full time and best efforts to the management and operation of your Office and must directly, or indirectly through a Sales Manager, supervise all financial and operational aspects of your Office. We are entitled to address all communications with you to your Principal Broker and your Principal Broker may make agreements with us on your behalf. You must keep us informed of the identity of your Principal Broker. When the employment of a Principal Broker terminates, you must promptly appoint a successor who must complete the *NextHome* orientation program within 60 days of being hired and sign our then current form of Nondisclosure and Noncompetition Agreement.

9.3 Employees

You must always employ a sufficient number of properly trained and qualified employees to operate your Office according to our standards and specifications. You must ensure that your employees preserve good client relations and comply with this Agreement and the Franchisee Materials. The foregoing notwithstanding, this Agreement does not create, nor does any conduct by either party create, a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, joint employer, employee, or servant of each other for any purpose. We have no relationship with your employees and you have no relationship with our employees.

10. BUSINESS RECORDS, REPORTS AND INSURANCE

10.1 Records

You agree to maintain complete and accurate records of your business and to keep them at your *NextHome* Office location.

10.2 Our Right to Inspect

In order to ensure your compliance with this Agreement, upon reasonable advance notice to you we have the right to access and copy all of the financial records and data on your computer system that pertain to the operation of your Office. Alternatively, you must forward to us digital copies of any electronic data that we request in the manner and format we specify. You must keep financial records of your business in the form prescribed by the Franchisee Materials for at least 3 years after the end of the year to which they pertain or longer if required by law.

You agree that we can have access to the records and client information you and your Licensed Associates maintain using our software and computer system, as well as those maintained with our Designated Suppliers, Approved Suppliers and other suppliers we integrate with to supply products or services to you. It is your responsibility to make sure you disclose this requirement to your Licensed Associates and to your clients and that your Licensed Associates disclose this requirement to their clients.

10.3 Reports

You must have computer and communications equipment and software that enable you to use all our technology programs, receive e-mail communications and text messages and access our Intranet for purposes of digitally filing required reports. If we require you to upgrade your computer, phone, or other equipment, it will be reasonable in cost and not include more than what is reasonably needed to gain access to and make use of the capabilities of the System. You agree to acquire and use the equipment we specify at the times and in the manner we indicate.

Within 5 days after the end of each calendar month, you agree to submit to us on our Intranet or by such other means that we specify, fully and properly completed monthly reports, including Listing and Sales Activity Reports, Gross Commission per Transaction Reports, Identification of Licensed Associates and any other reports we reasonably request concerning the operation of your Office during the preceding month. At all times the number and names of Licensed Associates you have reported to us should be identical to the number and names of licensed personnel listed on the roster of the real estate licensing authority of your state under your name or that of your Principal Broker. Any such reports not submitted on time will result in Late Reporting Fees

Upon request, you agree to submit to us the following:

- (a) The Multiple Listing Service (MLS) Licensed Associate roster for your Office and MLS records showing all listings and sales activity of the Office during any time period we specify;

- (b) Compiled financial statements of the Office for the preceding fiscal year that have been prepared by an independent certified public accountant according to generally accepted accounting principles and reconciled with the Adjusted Gross Income reports you have submitted to us throughout the preceding year.
- (c) Copies of all federal, state and local income, sales and property tax returns to the extent they pertain to the operation of your Office.

We may use any of the data described in this section to confirm that you are complying with your obligations under this Agreement, to formulate earnings and expense information to show to prospective franchisees, to advise you on Office operations or for any other purpose not prohibited by this Agreement.

10.4 Insurance

You must purchase and maintain in full force and effect during the term of this Agreement that insurance that you determine to be necessary, which must include at least the types of insurance and the minimum policy limits specified in the Franchisee Materials or otherwise by us in writing. We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice. These policies must be in place, and you must provide us with certificates of insurance evidencing the required coverage and proof of payment therefor (including with respect to any renewal of such coverage), by no later than the applicable date specified by us in the Franchisee Materials or otherwise by us in writing. The evidence of insurance must include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to us.

Each of these insurance policies must be issued by an insurance company with a rating of at least "A" by A.M. Best & Co., designate us as an additional named insured and be satisfactory to us in form, substance and coverage. In order to assure your compliance with the foregoing provisions, you agree that we may contact your insurance brokers and/or carriers concerning your insurance coverage. You hereby consent that upon our request they shall provide us with copies of your insurance documents, including your policies of insurance.

Without limiting any other of our rights or remedies, if you fail to obtain and maintain insurance coverage as required by this Agreement, we have the right, but not the obligation, to terminate this Agreement or alternatively obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable procurement fee.

11. RELATIONSHIP OF PARTIES

11.1 Independent Status

You are an independent contractor and must make this fact clear in your dealings with suppliers, lessors, government agencies, employees, clients and others. You must rely on your knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Franchisee Materials. You may not expressly or implicitly hold yourself out as our employee, partner, member, shareholder, joint venturer or representative, nor may you

state or suggest that you have the right or power to bind us or to incur any liability on our behalf. You must make it clear to your Licensed Associates and other employees and contractors that you are their sole employer and that we are not their employer.

11.2 Confidentiality

The information, ideas, forms, marketing plans and other materials we disclose to you under this Agreement, whether or not included in the Franchisee Materials, are our confidential and proprietary information and trade secrets. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third party except to your employees and agents as necessary in the operation of your Office and except as we authorize in writing. Your Principal Broker must sign a written nondisclosure agreement, in the form of Attachment 5 to this Agreement, when you sign this Agreement. It is your responsibility to obtain compliance by your Licensed Associates with the provisions of this section. You must obtain a nondisclosure agreement from each current and new Related Party with whom you become affiliated during the term of this Agreement and promptly send a copy of the nondisclosure agreement to us.

11.3 Indemnification

You agree to indemnify and hold harmless us and Our Affiliates, and our and their respective owners, directors, officers, employees, agents, representatives, successors, and assignees (“Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all Losses (defined below) directly or indirectly arising out of or relating to: (a) the operation of your Office; (b) the business you conduct under this Agreement; (c) your breach of this Agreement; or (d) your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation, including those concerning your Office’s construction, design or operation, and including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees or Licensed Associates. “Losses” means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that an Indemnified Party incurs, including accountants’, arbitrators’, mediators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

You agree to defend the Indemnified Parties against any and all claims asserted or inquiries made (formally or informally), or legal actions, investigations, or other proceedings brought, by a third party and directly or indirectly arising out of or relating to any matter described in (a) through (d) in the preceding paragraph (collectively, “Proceedings”), including those alleging the Indemnified Party’s negligence, gross negligence, willful misconduct and/or willful wrongful omissions. Each Indemnified Party may, at your expense, defend and otherwise respond to and address any claim asserted or inquiry made, or Proceeding brought, that is subject to this Section (instead of having you defend it as required above), and agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim

against you, and you agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section. Your obligations under this Section will survive the expiration or termination of this Agreement.

Notwithstanding anything to the contrary in this Section 11.5, you have no obligation to indemnify or hold harmless an Indemnified Party for, and we will reimburse you for, any Losses (including costs of defending any Proceeding) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's willful misconduct or gross negligence, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or employment) or our failure to compel you to comply with this Agreement. However, nothing in this paragraph limits your obligation to defend us and the other Indemnified Parties under the preceding paragraph.

11.4 Covenant Not to Compete

During the term of this Agreement you agree that you and your Licensed Associates will not operate, be employed by or own a beneficial interest in any real estate brokerage office other than your *NextHome* Office.

Your Principal Broker and each of your Related Parties must sign the Nondisclosure and Noncompetition Agreement attached as Attachment 5 to this Agreement when you sign this Agreement. If you change your Principal Broker or if there is a change in any of your Related Parties, each subsequent Principal Broker and Related Party must sign the nondisclosure and noncompetition agreement or its equivalent, that we are using at the time.

11.5 Covenant Not to Solicit

During the term of this Agreement and for one-year after its Termination, you agree not to directly or indirectly solicit the independent contractors of any of our other franchisees to work for you or for any individual or company then in competition with the *NextHome* Network. If an independent contractor from another office in the *NextHome* Network wants to join you, you agree to talk to the Principal Broker or Sales Manager of such office before affiliating the independent contractor with your Office.

11.6 Information Collection

We collect information from you and from your Related Parties in various ways, including application forms, surveys, inspection reports, email messages, communications between the parties, from information you post on our intranet and from information we collect from references, search agencies, financial institutions, credit reporting agencies and other sources. This information may include your and their name, business address and telephone number, home address and telephone number, email addresses, revenues, expenses, profits, credit information and any other financial information relating to the *NextHome* System. We may use this information to operate and promote the *NextHome* System.

If we provide any information to third parties, including prospective franchisees, we will not identify you or your Related Parties except as required by law or with your written

permission. However, we may distribute information that does identify you to certain third parties that have a legitimate interest in the information, including financial institutions, landlords, lawyers, credit bureaus, government authorities and licensing bodies for any of these purposes and to report your credit history.

If you are more than 60 days late in making any payment, we have the right to obtain a credit report on you although our doing so may negatively affect your ability to obtain credit. In addition, we may disclose information about you to our credit agencies if you are more than 60 days delinquent in making any payment even though disclosure of payment delinquencies will harm your credit rating. By signing this Agreement, you and your Owners authorize us to procure consumer reports about you and your Owners.

In the case of a proposed sale of our shares or assets, certain of your financial information may be made available to potential purchasers. You irrevocably consent to our collecting, using and disclosing this and other information we may have for any of the purposes described above. You must cause your Related Parties to sign our form of consent to these acts upon our request.

12. TRANSFER OF FRANCHISE

12.1 When This Agreement Is Not Transferrable

If the term of this Agreement is one-year, this Agreement is not transferrable unless specifically required by law. If the term of this Agreement is five-years, you may Transfer this Agreement in accordance with the requirements of this Section 12. Whether this franchise is transferrable under the terms of this Agreement or by operation of law, the conditions contained in this Section 12 shall apply.

12.2 Transfers Must be Approved

We grant this franchise in reliance on your integrity, ability, experience and financial resources. You may not undertake any Transfer or permit any Transfer to occur unless you have first obtained our written consent. As a condition of our consent to a Transfer (if applicable), you must comply with the requirements set forth in this Section 12.

12.3 Notice of Intention to Transfer and Our Consent

If you would like to undertake a Transfer, you must submit to us: (1) the form of franchise purchase application we currently use, completed by the prospective transferee; (2) a written notice, describing all of the terms and conditions together with a copy of all written documents and agreements related to the proposed Transfer; and (3) a non-refundable administrative fee of \$250. We agree to exercise reasonable efforts to respond in writing to your request for approval within 15 days after receiving it, or if we request additional information, within 15 days after receipt of such additional information. If we do not respond within such 15-day period our consent will be deemed to have been withheld. Our approval of a Transfer is only valid if it is delivered to you in writing by one of our authorized representatives, and it is conditioned upon our receipt of the transfer fee and your consummation of the Transfer and

precisely the same terms and conditions, and documents and agreements, that were presented to us for our review and approval.

12.4 Our Right of First Refusal

When you notify us of a proposed Transfer, you agree to tell us what interest is proposed to be transferred, the purchase price or other consideration that is to be received, any credit or financing terms that are being offered by the proposed transferor, the date the proposed Transfer is to close and all other pertinent information concerning the transaction. In addition, you agree to send us a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, concerning the proposed transfer as soon as it is signed. You also agree to inform us of any changes in the terms of the proposed Transfer prior to its completion. After we receive all of the information and documents that we need concerning the proposed Transfer, we will have 15 days within which to advise you whether we want to purchase the interest proposed to be transferred on the same terms and conditions. If we do, we have the right to substitute equivalent cash for any noncash consideration that has been accepted. We may assign our right of first refusal under this Section to a third party either before or after we exercise it (if applicable).

If we decide to purchase the interest proposed to be transferred, the transferor must cooperate with us to complete the Transfer as agreed. We can extend the date for the completion of the Transfer for up to 30 days beyond the date originally scheduled for the closing in order to allow the completion of the transaction in a manner more convenient to us. Any material change in the terms of the third party offer after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer.

If the proposed Transfer involves the Transfer of more than 50% of the direct or indirect ownership interests in you, and we want to purchase the interest or interests being transferred, we have the right to require those who would hold the resulting minority interest to transfer their interests to us at a price proportionate to the price we are paying for the majority interest that we are buying. We will purchase the minority interest at the time and in the manner that we complete the purchase of the majority interest.

If we decline to exercise our option to purchase the interest proposed to be transferred, the Transfer can be completed on the terms and conditions proposed but only after we have approved of the Transfer, as provided in this Section 12.

12.5 Conditions for Consent to Transfer

With respect to any proposed Transfer, if we do not elect to exercise our right of first refusal, our consent will be subject to certain conditions, including:

- (a) Our determination, based on the information that you submit and any other information available, including, at our option, an interview with the prospective transferee, that the proposed transferee meets all of the criteria of licensure, character, business experience, financial responsibility, net worth and other standards that we customarily apply to new franchisees at the time of the proposed Transfer;

- (b) Payment of all your outstanding debts under this Agreement;
- (c) Cure of any other defaults under this Agreement and/or any other agreement(s) between us and/or our Affiliates, on the one hand, and you and/or your Related Parties, on other hand;
- (d) At our sole option, signing by the transferee of an assumption of the rights and obligations of this Agreement or signing by the transferee of our then-current form of Franchise Agreement and signing by the transferee's Related Parties or Licensed Associates, as applicable, of required supplemental agreements in the forms attached to the applicable franchise agreement;
- (e) Completion of the NextHome orientation program by those we require;
- (f) Signing by you and your Owners of our then-current form of General Release, the current form of which is attached as Attachment 3 to this Agreement;
- (g) we have determined that the purchase price, payment terms, and required financing will not adversely affect the transferee's operation of the Office;
- (h) Your payment of the transfer fee described in Section 7.10 of this Agreement.

12.6 Transfer Not Subject to Section 12.5 of this Agreement

Subject to our right to approve or disapprove of a transferee, conditions of our approval stated above in Section 12.5 shall not apply to a Transfer to any business entity if (i) the Transfer is to one or more then-existing Owners, provided such Transfer is of less than 51% of the ownership interests in you, or (ii) the legal and beneficial Owners of the assignee immediately after the Transfer are the same and they own the entity in the same proportions as the legal and beneficial Owners of you immediately before the Transfer.

However, a Transfer under this Section 12.6 is subject to all of the following conditions:

- (a) You promptly advise us of the proposed Transfer;
- (b) If the transferee is a business entity that was not previously an Owner, you send us a copy of the assignee's organizational documents and a list of names and addresses of the assignee's Owners together with a statement of percentage of ownership;
- (c) You and those individuals holding an equity interest in the transferee of 5% or more must sign a new guarantee of the obligations of the transferee on the form we use at the time for that purpose;

- (d) You submit a Request for Amendment of this Agreement on our form then in use; and
- (e) You pay us the administrative fee of \$250.

Upon our consent to a Transfer made pursuant this Section 12.6, we will sign and date the Request for Amendment and send a copy to you to document the amendment to this Agreement.

12.7 Change of Ownership Upon Death, Legal Incompetence or Total Disability

If any Owner in you dies, becomes totally disabled or is declared by a court to be legally incompetent while this Agreement is in effect, his/her heirs or beneficiaries will have 60 days within which to show to our satisfaction that they meet all of the criteria of professional licensure, character, business experience, financial responsibility, net worth and other standards that we require of new franchisees at that time. If we approve his/her heirs or beneficiaries as transferees of the franchise and they have been active in the operation of your business, we will waive any transfer fee in connection with the Transfer. If we advise his/her heirs or beneficiaries in writing that we do not approve them as transferees of the franchise or if they do not apply to succeed to the applicable Owner's interest, that Owner's estate will have 180 days after the appointment of his/her guardian, executor or administrator within which to find and notify us of a proposed Transfer to a qualified transferee and comply with the transfer conditions set forth above. If the Owner's heirs or beneficiaries do not complete these steps within the specified period, this Agreement will automatically terminate at the end of that period unless we have granted a written extension of time.

12.8 Assignment by Us

We may assign this Agreement and all of our rights, duties, and obligations under this Agreement to any person or entity that we choose in our sole discretion without notice to you. Upon any such assignment, we will be released from all of our duties and obligations hereunder, and you will look solely to our assignee for the performance of such duties and obligations.

13. TERMINATION OF AGREEMENT

13.1 Termination by You

You may terminate this Agreement if we materially breach any of our obligations under this Agreement and fail to correct that breach within thirty (30) days after you deliver written notice to us of the breach; provided, however, if we cannot reasonably correct the breach within those thirty (30) days but give you, within the thirty (30) days, evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of that reasonable time period. Your termination of this Agreement other than according to this Section 13.1 will be deemed a termination without cause and your breach of this Agreement.

13.2 Termination by Us

We may, at our option, terminate this Agreement, effective upon delivery of written notice to you, upon occurrence of any one of the following events:

- (a) If you do not submit to us in a timely manner any information or report we require you to submit under this Agreement or the Franchisee Materials or if you do not deliver to us in a timely manner evidence of each insurance policy required by this Agreement whenever the policy is issued, amended or renewed, and you do not correct the failure within twenty (20) days after delivery of written notice;
- (b) If you do not begin operation of your Office by the Start Date of this Agreement or if you operate your Office in a manner that does not conform to this Agreement and the Franchisee Materials in any material respect or if your act or omission materially jeopardizes your ability to maintain or renew your lease for the Approved Location, and you do not correct the failure within twenty (20) days after delivery of written notice;
- (c) If you default in the performance of any material obligation under this Agreement not otherwise described in this list of defaults, and you do not correct the failure within twenty (20) days after delivery of written notice;
- (d) If your Principal Broker, your Sales Manager(s) or designated employee does not attend each day of, and complete to our satisfaction, the new franchisee orientation program in the manner required by this Agreement. Under these circumstances, you must replace the individual with a person to which we have consented (if required), and the individual must attend and complete to our satisfaction the orientation program within twenty (20) days after delivery of written notice;
- (e) If you do not make any payment when due under this Agreement or any other agreement between you and us or Our Affiliates or Related Parties and you do not correct the failure within ten (10) days after delivery of written notice;
- (f) If you misuse the Marks or the System, use them in a manner we have not authorized, engage in conduct that reflects materially and/or unfavorably on the goodwill associated with the Marks or the System, or if you use in connection with your Office any names, marks, systems, logotypes or symbols that we have not authorized you to use;
- (g) If you or any of your Related Parties or Licensed Associates has any direct or indirect interest in the ownership or operation of any business that is similar to a NextHome Office, that uses the System or the Marks without authorization from us or if you do not give us a copy of the

Nondisclosure and Noncompetition Agreement signed by each of your Related Parties and Principal Brokers within 10 days after that party becomes a Related Party or Principal Broker;

- (h) If you, one or more Owners or Related Parties attempt to assign your or their rights under this Agreement or to Transfer your Office in any manner not authorized by this Agreement;
- (i) If you, an Owner or any of your Related Parties has made any material misrepresentation in connection with the acquisition of this franchise or to induce us to enter into this Agreement or if you keep false books or intentionally make false Royalty Fee reports or make any other material misrepresentation to us in the operation of your Office;
- (j) If any other agreement between you, Owners, Your Affiliates and/or your Related Parties, on the one hand, and us and/or our Affiliates, on the other hand, is terminated because of a default by you, Owners, Your Affiliates or your Related Parties;
- (k) If you stop operating your Office for a period of 14 consecutive days or more without our prior written consent;
- (l) If you commit a default and we have previously given you written notice of the same type of default within the preceding 12 months, whether or not you have cured the defaults;
- (m) If we reasonably determine that the continued operation of your Office will pose a threat to public health or safety;
- (n) If you become insolvent;
- (o) If you, any Owner or Related Party is convicted by a trial court of or pleads no contest to a felony, regardless of the charges, or other crime or offense;
- (p) If your Principal Broker's real estate license is suspended or revoked or if you permit any unlicensed broker, agent or salesperson or any other person whose license has been suspended or revoked to continue his or her affiliation with your Office; or
- (q) If you relocate your Office without our consent.

13.3 Rights and Obligations After Termination

On Termination of this Agreement for any reason, you shall immediately cease to operate the Office and shall not at any time thereafter represent to the public or hold yourself out as a present licensee, franchisee or operator of the franchise or the Office. You must immediately notify all customers and clients of your Office that you are no longer part of the *NextHome* System

or Network. Without limitation of the foregoing, you must also immediately upon Termination comply with each of the following obligations:

- (a) You must pay us all payments that have then accrued to us or Our Affiliates up to and including the date of such Termination and liquidated damages in accordance with Section 13.4 below, if applicable;
- (b) You must give us a final accounting for your Office, including an MLS Production Report that shows your Licensed Associates' and all closings during the previous 12 months, pay us within 30 days after Termination all payments due to us and return all marketing materials, proprietary forms, software, audio or video media and any other property belonging to us or our affiliate or containing proprietary information. Any fees due to us upon the closing of a sale that was in contract before this Agreement was terminated will still be payable upon the closing of the concerned sale, even if that occurs over 30 days after this Agreement was terminated;
- (c) You must immediately and permanently stop using the Marks or any confusingly similar marks, trade names, logos, insignia or trade dress, the System, and any advertising, signs, stationery or forms that bear identifying marks, colors, look or feel that could reasonably give others the impression that you are operating in association with the Marks, the System or the Network, and you must return to us a completed De-identification Checklist, including a declaration that you have complied with the requirements therein, and provide us with photographs of the interior and exterior of your former Office premises to confirm your compliance with all such requirements;
- (d) You must assign such things as your email addresses, domain names, social media accounts and any other items to the extent they use the words "Next", "Home", "NH", "Casan" or any name, mark, symbol or abbreviation confusingly similar to the name "NextHome", "Casan" or our other names, symbols or marks. In this regard, you agree to sign an Assignment of Email Addresses, Social Media Accounts and Domain Names in the form of Attachment 6 or as we require at the time. You also agree to promptly sign any documents and take any steps that in our judgment are necessary to delete your listings from classified telephone directories and terminate all other references that suggest you are or ever were associated with us, including on the Internet or by means of other electronic media. By signing this Agreement, you irrevocably appoint us as your attorney-in-fact to take the actions described in this paragraph if you do not do so within 7 days after this Agreement is terminated;

- (e) You must cancel all fictitious business name registrations in which you use any of our Marks, must notify all concerned individuals, entities and agencies that you are no longer affiliated with us and you must not identify yourself, Owners or Related Parties or your Office as having been affiliated with us; and
- (f) You must maintain all records we require you to maintain under this Agreement for not less than 3 years after final payment of any money you owe to us when this Agreement is terminated.

13.4 Liquidated Damages

You have agreed to operate the franchise in compliance with this Agreement for the full term of this Agreement. If we terminate this Agreement under Section 13.2, or you terminate this Agreement for any reason other than our failure to cure a default as set forth in Section 13.1, then you acknowledge that the damages we will suffer would be numerous, including, but not limited to: loss of future Royalty Fees, loss of other fees and revenue, loss of Network representation in the marketplace serviced by your Office, confusion of Network customers and clients, disadvantage in competing for new customers, clients and Licensed Associates, and injury to the goodwill in the Marks.

You also acknowledge that it is difficult to estimate the revenues of your franchise over a period of a year or years, as the case may be, and that elements of our damages not directly calculated from your franchise's revenues are inherently difficult to calculate, although such damages are real and meaningful to us and the System. Our damages in the event of such Termination would not be easily ascertained, would be difficult to estimate accurately, and the proofs thereof would be burdensome and costly, and we and you agree that liquidated damages (as calculated below) are therefore not a penalty and represent a reasonable estimate of just and fair compensation of us for the damages we will suffer.

In the event of such Termination, we shall thus be entitled to recover from you the amount set forth below in Section 13.4.1 or Section 13.4.2.

In addition to such liquidated damages, we shall have the right to recover reasonable attorneys' fees, expenses and court costs incurred in collecting such sums plus interest on all amounts due pursuant to this Section 13.4 from the date of such Termination until paid. The legal remedies provided for in this Section 13.4 shall not preclude us from seeking or obtaining any legal or equitable remedies to which we may be entitled under applicable law. Your obligations to pay us liquidated damages, if applicable, and other sums pursuant this Section 13.4 shall survive Termination of this Agreement.

In the event this Agreement is terminated and you are obligated to pay liquidated damages under this Section 13.4, such Termination shall not affect your obligations under this Agreement to take action or refrain from taking action after the Termination hereof as required by Section 13.3 above.

13.4.1 Termination Before Start Date

If Termination occurs before the Start Date, we and you agree that the amount you are obligated to pay us is:

- (a) If this Agreement has a one-year term, the sum of \$3,480, which is equal to the Base Franchise Fee and the Flat Fee Royalty for one Licensed Associate for a one-year period; or
- (b) If this Agreement has a five-year term, \$16,800 which is equal to the Base Franchise Fee and the Flat Fee Royalty for one Licensed Associate for a five-year period.

13.4.2 Termination After Start Date

If Termination occurs after the Start Date, we and you agree that the amount you are obligated to pay us shall equal the sum of your average monthly Base Franchise Fees, Royalty Fees, Technology Fees and any other recurring monthly fees or charges assessed from the Start Date multiplied by the number of months remaining in the term of this Agreement.

13.4.3 Preservation of Claims

Any claims or causes of action we may have against you other than for the payment of damages because of your breach of this Agreement will not be affected by your owing or payment of liquidated damages.

13.5 Survival of Terms

All obligations of the parties that by their terms or by reasonable implication are to be performed in whole or in part after Termination will survive the Termination of this Agreement, including the indemnification provisions set forth in Section 11.5 above.

14. MISCELLANEOUS PROVISIONS

14.1 Construction of Agreement

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires. If there is any conflict between this Agreement and the Franchisee Materials, this Agreement will control.

14.2 Governing Law

This Agreement and all claims arising out of or related to this Agreement or the parties' relationship created hereby shall be construed under and governed by the laws of the State of California (without giving effect to any conflict of laws), provided that covenants controlling noncompetition contained in this Agreement will be construed under and governed by the laws of the state where your Office is located.

14.3 Notices

All notices and other communications required or permitted under this Agreement will be in writing and will be given by one of the following methods of delivery: (a) personally; (b) by certified or registered mail, postage prepaid; (c) by overnight delivery service; (d) by facsimile (if the sender receives machine confirmation of successful transmission); or (e) if the party has provided the other party an email address designated for notice purposes under this Agreement, by email. Notices under this Agreement will be sent to the applicable address set forth in the first paragraph of this Agreement or in the case of a notice to you, your Office address. Either party may change its mailing address, facsimile number, or, if applicable, its email address, by giving notice to the other party. Notices will be deemed received the same day when delivered personally, upon attempted delivery when sent by registered or certified mail or overnight delivery service, the next business day when sent by facsimile, on the day it is sent, if sent before 5 p.m., or on the day after it was sent, if sent at or after 5 p.m., when sent by email.

14.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

14.5 Waiver

Waiver of any breach of this Agreement may not be interpreted as a waiver of any other or subsequent breach or a continuing waiver of the concerned provision or any other provision of this Agreement.

14.6 Severability

Each provision of this Agreement is severable. If any of its provisions is determined by a court of competent jurisdiction to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be a part of this Agreement. However, if the finding of illegality materially and adversely affects the basic consideration for our performance under this Agreement, we may, at our option, terminate it.

14.7 Successors and Assigns

This Agreement will be binding on and benefit the parties to this Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

14.8 Approval and Guaranties

All 5% Owners must jointly and severally guarantee your payment and performance under this Agreement and must bind themselves to the terms of this Agreement pursuant to the Personal Guaranty and Subordination Agreement attached as Attachment 7 ("Guaranty"). During the term of this Agreement, your governing documents must provide that no Transfer (as defined in Section 3.24) of any ownership interest in you may be made except in accordance with Section 12, and any stock or other ownership certificates that you issue must bear

a conspicuous printed legend to that effect. In addition, any spouse of a 5% Owner who is not a signatory to the Franchise Agreement must sign the Consent of Spouse included in the Guaranty.

You represent that you have provided us with a list of all holders of direct or indirect equity interests in you and their respective percentage interests, as well as copies of your governing documents (and any amendments thereto) and other corporate documents, books, or records that we may request and that all such information is current as of the date on which you sign this Agreement. Your direct and indirect owners and their respective equity interests as of the date of this Agreement are identified in Attachment 8 to this Agreement. You must promptly update this information as changes occur.

14.9 Counterparts and Electronic Signatures

This Agreement may be signed in one or more counterparts, both of which will be considered to be an original but which together will constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. Signed counterparts of this Agreement may be delivered electronically in portable document format (PDF), in either case with delivery confirmed, subject to applicable law. On confirmed delivery, the signatures in the PDF data file will be considered to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person, subject to applicable law.

15. DISPUTE RESOLUTION

15.1 Jurisdiction and Venue

You must file any suit against us, and we may file any suit against you, in the federal or state courts located in the metropolitan area of our then-current headquarters. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

15.2 Attorneys' Fees and Costs

You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (a) to enforce the terms of this Agreement or any obligation owed to us by you (whether or not we initiate a legal proceeding, unless we initiate and fail to substantially prevail in such court or formal legal proceeding); and (b) in the defense of any claim you assert against us on which we substantially prevail in court or other formal legal proceedings. We agree to reimburse you for all expenses you reasonably incur (including attorneys' fees): (1) to enforce the terms of this Agreement or any obligation owed to you by us (whether or not you initiate a legal proceeding, unless you initiate and fail to substantially prevail in such court or formal legal proceeding); and (2) in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings.

15.3 Limitations on Damages and Actions

15.3.1 Each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in litigation and agrees to be limited to the recovery of

actual damages sustained. Except as provided in the foregoing sentence, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable laws. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

15.3.2 You and we each irrevocably waive trial by jury in any litigation.

15.3.3 The parties recognize that their relationship is unique and that each franchisee is situated differently from all other franchisees, and that no one franchisee can adequately represent the interest of others. Therefore, the parties agree that any suit, action or other legal proceeding shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated or similar basis.

15.3.4 Any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial proceeding is commenced in the proper forum within one year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim, except with respect to the following claims:

- (a) claims against you by us concerning the underpayment of any fees payable to us under this Agreement;
- (b) claims against you by us relating to third-party claims or suits brought against us as a result of your operation of your Office;
- (c) claims against you by us for injunctive relief to enforce the provisions of this Agreement relating to your use of the Marks;
- (d) claims against you by us relating to your financial obligations upon the termination or expiration of the Agreement;
- (e) claims against you by us or concerning your obligations under Section 11.4 (Confidentiality), Section 11.6 (Covenant Not to Compete) or Section 11.7 (Covenant Not to Solicit) of this Agreement; and
- (f) claims against you by us regarding any unauthorized Transfer.

15.4 Our Right to Injunctive Relief

Nothing in this Agreement bars our right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us loss or damage. You agree that we will not be required to prove actual damages or post a bond in excess of \$1,000 or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

16. ENTIRE AGREEMENT

This Agreement and the documents referred to herein constitute the entire agreement between you and us with respect to your Office and supersede all prior discussions, understandings, representations, and agreements concerning the same subject matter. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representations that we made in the most recent Franchise Disclosure Document that we delivered to you or your representatives ("FDD").

By signing this Agreement, you confirm that we have made no promises that are not contained in this Agreement, any other agreements we both may sign as part of this transaction or in the FDD, including promises or representations concerning your potential for success or the profitability of your *NextHome* business. You also confirm that we have advised you that there can be no guarantee or assurance of sales levels, profitability or success in your *NextHome* business and that your business ability and dedication to your *NextHome* business are crucial elements of your potential for success.

WE MAKE NO REPRESENTATIONS OR PROMISES OF ANY KIND EXCEPT THOSE SPECIFICALLY STATED IN THIS AGREEMENT AND THE FDD. WE DO NOT GUARANTEE THAT YOU WILL SUCCEED IN THE OPERATION OF YOUR *NextHome* OFFICE. YOU ACKNOWLEDGE THAT WE ARE NOT A FIDUCIARY AND THAT WE ASSUME NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A CONTRACTING PARTY IN A BUSINESS TRANSACTION.

IN WITNESS TO THE FOREGOING, the parties have signed this Agreement and warrant that their respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to sign this Agreement.

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisor

NEXTHOME, INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

NextHome

STATE-SPECIFIC ADDENDUM TO FRANCHISE AGREEMENT

Franchise Agreement
ATTACHMENT 1

**STATE-SPECIFIC ADDENDUM TO
NextHome FRANCHISE AGREEMENT**

This Addendum is effective on _____, the same date as the Franchise Agreement between NextHome, Inc., a Delaware corporation and _____, a/an _____, whose address is _____, who are the parties signing this Addendum.

The following modifications to this Agreement are applicable only where the Franchise Agreement is made with residents of the following states or where the franchise is to be operated within those states. The modifications will not apply except in the states indicated.

California:

Under the California Franchise Relations Act, *California Business and Professions Code* Sections 20000 through 20043, you have certain additional rights concerning termination, nonrenewal or transfer of a franchise. For Franchise Agreements entered into after January 1, 2016, under amendments to this law, and except in the case of specific violations enumerated in Section 20021, including, on your part, bankruptcy, abandonment, material misrepresentation, seizure of or foreclosure on the franchise, failure to pay franchise fee, non-compliance with federal, state or local law or regulation, criminal conviction or danger to public health or safety, the Franchise Agreement cannot be terminated except for good cause. Good cause is defined as your failure to substantially comply with the lawful requirements of the franchise agreement after being given at least 60 days advance notice of the violation. You will then have a reasonable opportunity to cure of not less than 60 days from the date of the notice of noncompliance.

The Act additionally requires that upon the lawful termination or nonrenewal of your franchise, we must purchase from you certain items you acquired pursuant to the requirements of the franchise agreement. We are not obligated purchase certain items from you if the items are not required in the operation of the franchised business, you declined a bona fide offer of renewal from us, we permit you to retain your principal place of business, the termination or nonrenewal is due to our total withdrawal of franchising activity in the geographic area in which your franchise is located or we mutually agree in writing to terminate or not renew the franchise or certain items that are sold by you between the notice of termination and cessation of operation.

The California Franchise Relations Act also provides new provisions concerning your right to transfer the Franchise Agreement, such as requiring that we communicate to you our standards for approval of new or renewing franchisees. The Act specifies penalties if we terminate this Franchise Agreement in violation of that law, among other things. (See California Business and Professions Code sections 20028 and 20029.)

You are advised to read the entire statute to become familiar with all of its terms since if the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Hawaii:

Nothing in this Agreement will release us from any liability imposed by Title 26, Chapter 482E, of the Hawaii Revised Statutes.

Illinois:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for mediation to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Indiana

Wherever in the Franchise Agreement you are required to sign a release in our favor, that release will not affect any claims you may have under the Indiana Deceptive Franchise Practices Law.

Maryland

General Release of Claims

The Franchise Agreement says that we may require you to sign a general release of claims, except for non-waivable statutory claims, as a condition of renewal or transfer of your franchise. The general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

Insolvency

Any provision relating to termination in the event of insolvency may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

Governing Law

Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

Consent to Jurisdiction

Subject to any arbitration obligations, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Limitation of Claims

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within three (3) years after we grant you the franchise.

Acknowledgments

All representations requiring you to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Minnesota

General Release of Claims

The Franchise Agreement says that we may require you to sign a general release of claims, except for non-waivable statutory claims, as a condition of renewal or transfer of your franchise. The release does not apply to any claim arising under Minn. Stats. Chapter 80C.

Notice and Cure Periods

The Franchise Agreement states the cure periods for various types of defaults that may lead to termination or non-renewal. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination with 60 days to cure and 180 days' notice of non-renewal of the Franchise Agreement.

Limitation of Actions

The Franchise Agreement says that neither party may maintain any action or proceeding against the other party unless the party files an action within one-year after the party knows or should know the facts on which the petition is based. However, any claims arising under Minn. Stats. § 80C may be brought for 3 years after the cause of action accrues.

Minnesota Law and Rules

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or the franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

New York

Wherever in the Franchise Agreement you are required to sign a release in our favor, that release will not affect any claims you may have under Article 33 of the New York General Business Law.

North Dakota

The requirement that you sign a general release of all claims against us as a condition of the renewal of the franchise may not be enforceable under North Dakota Century Code Section 51-19-09.

The covenants not to compete set forth in the Franchise Agreement may not be enforceable in North Dakota.

To the extent required by a valid enforceable statute, the venue of any arbitration or legal action will be in North Dakota.

To the extent required by a valid enforceable statute, the Franchise Agreement will be governed by North Dakota law.

To the extent required by a valid enforceable statute, the waivers of exemplary and other damages set forth in the Franchise Agreement may not be enforceable.

To the extent required by a valid enforceable statute, the contractual limitations in the Franchise Agreement on the bringing of an action will not be enforceable in North Dakota.

Rhode Island

To the extent required by a valid enforceable statute, the venue of any arbitration or legal action will be in Rhode Island.

Wherever in the Franchise Agreement you are required to sign a release in our favor, that release will not affect any claims you may have under the Rhode Island Franchise Investment Act.

Washington

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

This Addendum is executed as of the date of the Franchise Agreement of which it is a part.

Franchisee

By: _____

Name: _____

Title: _____

Franchisor

NEXTHOME, INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

NextHome

BASIC TERMS

Franchise Agreement
ATTACHMENT 2

BASIC TERMS

As required by the Franchise Agreement dated _____
between NextHome, Inc., a Delaware corporation, (“Franchisor”) and
_____, a/an
_____, (“Franchisee”) the parties agree that the Approved Location
for Franchisee’s Office is:

Assumed Name: _____.

Principal Broker: _____.

The Start Date is _____.

Term of this Agreement:

_____ One-year term

_____ Five-year term

Initial Franchise Fee:

_____ \$4,250 (One-year term)

_____ \$8,500 (Five-year term)

Renewal Fee:

_____ \$4,250

Franchisee

Franchisor

NEXTHOME, INC.
a Delaware corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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FORM OF GENERAL RELEASE

Franchise Agreement
ATTACHMENT 3

THIS GENERAL RELEASE (“Release”) is executed on _____ by _____
 _____ (“**Franchisee**”), _____
 _____ (“**Guarantors**”), [_____ (“**Transferee**”)] as a
 condition of (1) the transfer of the Franchise Agreement dated _____, 20____
 between NextHome, Inc. (“**Franchisor**”) and Franchisee (“**Franchise Agreement**”); or (2) the
 execution of renewal Franchise Agreement by Franchisee and Franchisor. (If this Release is
 executed under the conditions set forth in (2) above, all references in this Release to “Transferee”
 should be ignored.)

1. **Release by Franchisee, Transferee, and Guarantors.** Franchisee and Transferee (on behalf of themselves and their parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the **“Releasers”**), freely and without any influence, forever release (i) Franchisor, (ii) Franchisor’s past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and (iii) Franchisor’s parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the **“Released Parties”**), from any and all claims, debts, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, **“Claims”**), that any Releaser ever owned or held, now owns or holds, or may in the future own or hold, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances and claims arising out of, or relating to, the Franchise Agreement and all other agreements between any Releaser and Franchisor or Franchisor’s parent, subsidiaries, or affiliates, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law. Franchisee, Transferee, and Guarantors (on behalf of the Releasers) agree that fair consideration has been given by Franchisor for this release and fully understand that this is a negotiated, complete and final release of all of their claims. Franchisee, Transferee, and Guarantors (on behalf of the Releasers) expressly agree that, with respect to this release, any and all rights granted under **Section 1542** of the California Civil Code are expressly waived to the extent applicable. That Section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2. Risk of Changed Facts. Franchisee, Transferee, and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee, Transferee, and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. Covenant Not to Sue. Franchisee, Transferee, and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. No Prior Assignment and Competency. Franchisee, Transferee, and Guarantors represent and warrant that: **(i)** the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; **(ii)** each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and **(iii)** this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. Complete Defense. Franchisee, Transferee, and Guarantors: **(i)** acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and **(ii)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7. Counterparts. This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. Capitalized Terms. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Franchisee, [Transferee], and Guarantors have executed this Release as of the date shown above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

[TRANSFeree:

By: _____

Print Name: _____

Title: _____

Date: _____ 1

GUARANTORS:

Print Name: _____

Date: _____

Print Name: _____

Date: _____

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INTRANET USE AND LICENSE AGREEMENT

Franchise Agreement
ATTACHMENT 4

INTRANET USE AND LICENSE AGREEMENT

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND NEXTHOME, INC. ("NEXTHOME", "WE" OR "US") AND THE NEXTHOME FRANCHISEE EXECUTING BELOW ("YOU"). THE TERMS EXPLAIN HOW YOU AND YOUR LICENSED ASSOCIATES ARE PERMITTED TO USE THE INTRANET. CAPITALIZED TERMS USED AND NOT OTHERWISE DEFINED HEREIN WILL HAVE THE MEANINGS ASCRIBED TO THEM IN YOUR FRANCHISE AGREEMENT. BY EXECUTING THESE TERMS OR USING THE INTRANET, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE INTRANET OR ANY INFORMATION CONTAINED ON INTRANET.

Changes.

NextHome may make changes to the content and services offered on the Intranet at any time. NextHome may change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on the Intranet and by notifying you of such changes via email to the address associated with your franchisee account. By using the Intranet after NextHome has updated the Terms, you are agreeing to all the updated Terms.

General Use.

NextHome provides content through the Intranet that is copyrighted and/or trademarked work of NextHome or NextHome's third-party licensors and suppliers or other users of the Intranet (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, NextHome hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to access and use the Intranet in accordance with all applicable laws, regulations and government orders, solely for your and your Licensed Associates' internal business use and not for the provision of the Materials to any third party. Except for the foregoing license, you have no other rights in the Intranet or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Intranet or Materials in any manner.

Without limiting the generality of the foregoing, you specifically agree that you will not: (i) use the Intranet in any knowing violation of any applicable laws, regulations or governmental orders; (ii) modify the Intranet in any manner whatsoever except as may be authorized by NextHome in advance; (iii) use the Intranet in any known violation of NextHome's and/or its data suppliers' intellectual property rights; (iv) delete or alter any copyright, trademark, use restriction or other notices displayed on the Intranet; (v) convert the Materials into a file format designed to permit your Licensed Associates to download any portion of such Materials in a manner that is inconsistent with these Terms; (vi) use the Intranet to create, enhance or structure any database in any form for resale or distribution outside of the scope and context of these Terms; (vii) disclose, use, disseminate, reproduce or publish any portion of the Intranet in any manner other than as expressly stated in these Terms; (viii) permit any of your parent(s), subsidiaries, affiliated entities or other third parties to use the Intranet or any portion thereof for any purpose whatsoever; (ix) distribute the Intranet or any Materials through any other medium, except as otherwise provided herein; (x) cache or otherwise store data from the Intranet; (xi) use any element or component of the Intranet to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report; and/or (xii) any other act or omission by you or your Licensed Associates which is not expressly authorized by these Terms.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Passwords.

In order to access and use the Intranet, you must login with your Intranet password ("Password"). You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your

Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify NextHome if your Password is lost, stolen, if you are aware of any unauthorized use of your Password or if you know of any other breach of security in relation to the Intranet.

All the information that you provide when registering for an account and otherwise through the Intranet must be accurate, complete and up to date.

Your Systems.

You are responsible for (i) obtaining, deploying and maintaining all computer hardware, software and communications equipment needed to access and use the Intranet, (ii) contracting with third parties that provide services related to you and your Licensed Associates being able to access and use the Intranet (e.g., ISP, telecommunications, etc.) and (iii) paying all third-party fees and access charges incurred while accessing and using the Intranet. NextHome will not be required to supply any hardware, software or equipment to you under these Terms.

Availability.

NextHome will use commercially reasonable efforts to make the Intranet available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which NextHome will use commercially reasonable efforts to provide at least 48 hours advance notice and schedule such downtime between the hours of 10:00 PM and 5:00 AM Pacific Time), (b) routine maintenance times, and (c) any unavailability caused by circumstances of Force Majeure described below. Furthermore, NextHome does not warrant the accessibility of the Intranet, which may result from interference outside of NextHome's control including but not limited to: problems with your telecommunications system, your Internet Service Provider or the public Internet. NextHome will monitor the operation and performance of the Intranet (and the computer system and network on which the Intranet resides) in accordance with industry standards and will use commercially reasonable efforts to notify you of any material outages, faults, errors, latency or packet loss. NextHome does not guarantee the service level of any third-party software provider or the availability of any third-party software.

Neither of the parties hereto will bear any responsibility or liability arising out of any delay or interruption of their performance of obligations under these Terms due to any act of God, act of governmental authority, act of the public enemy or due to war, riot, terrorism, flood, natural disaster, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed (each a "Force Majeure" event).

Electronic Billing.

NextHome makes an online billing system available to you and your Licensed Associates via the Intranet to pay your franchise fees or, in some cases, purchase third party programs. You and your Licensed Associates acknowledge that using a credit card number on the Internet may involve certain security risks. For example, credit card numbers could be intercepted on route and/or used by unauthorized third parties. Accordingly, NextHome shall not be responsible, either directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of the software or reliance upon any such financial products or services that may be available on or through the software by you, your employees, your Licensed Associates and/or your customers. NextHome shall not be responsible for any misuse by you of the electronic billing system, including but not limited to fraud or embezzlement on the part of your employees, associates or customers. Furthermore, use of the Electronic Billing System is completely at your and your Licensed Associates discretion. You and your Licensed Associates can use other methods of payment such as check, certified check or money transfers if you so choose.

Privacy Policy.

Please review NextHome Privacy Policy, which is available at <https://www.nexthome.com/privacy-policy/> (the "Privacy Policy") which explains how we use information that you submit to NextHome.

Links to Third-Party Sites.

The Intranet may be linked to other web sites that are not NextHome sites (collectively, “Third-Party Sites”). Certain areas of the Intranet may allow you to interact with such Third-Party Site and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on the Intranet. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than NextHome, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any of Third-Party Sites. NextHome is providing links to the Third-Party Sites to you as a convenience, and NextHome does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. **YOU AGREE THAT NEXTHOME WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.** Any reference on the Intranet to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply NextHome's endorsement or recommendation.

Submissions.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Intranet (each a “Submission”). You may not upload, post or otherwise make available on the Intranet any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in NextHome Privacy Policy, you agree that any Submission provided by you in connection with the Intranet is provided on a non-proprietary and non-confidential basis. You hereby grant to NextHome a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. NextHome agrees to use any personally identifiable information contained in any of your Submissions in accordance with NextHome's Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through the Intranet.

When you provide Submissions you agree that those Submissions shall not be in violation of the “Unauthorized Activities” paragraph below. **Those prohibitions do not require NextHome to monitor, police or remove any Submissions or other information submitted by you or any other user.**

Unauthorized Activities.

You are solely responsible for your actions and the actions of your Licensed Associates while using the Intranet. You acknowledge and agree that you shall not (and shall ensure that your Licensed Associates do not):

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Intranet.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on the Intranet.
- Post anything clearly false or misleading.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. NextHome reserves the right to (a) terminate access to your account, your ability to post to the Intranet and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that NextHome determines is inappropriate or disruptive to the Intranet or to any other user of the Intranet. **NextHome may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at NextHome's discretion, NextHome will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Intranet or on the Internet.**

Unauthorized use of any Materials or third-party content contained on the Intranet may violate certain laws and regulations.

You agree to indemnify and hold NextHome and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) NextHome or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of the Intranet or the use of the Intranet by you, by your Licensed Associates, or by any person using your or your Licensed Associates' accounts (including without limitation, your Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Proprietary Rights.

NextHome is a trademark of NextHome in the United States. Other trademarks, names and logos on the Intranet are the property of their respective owners. All rights not expressly granted herein are reserved. Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use such trademarks, without our prior written permission specific for each such use. All goodwill generated from the use of our trademarks inures to our benefit.

Unless otherwise specified in these Terms, all Materials, including the arrangement of them on the Intranet are our sole property, or the property of our suppliers and licensors. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Disclaimer of Warranties.

Your use of the Intranet is at your own risk. The Materials have not been verified or authenticated in whole or in part by NextHome, and they may include inaccuracies or typographical or other errors. NextHome does not warrant the accuracy of timeliness of the Materials contained on the Intranet. In addition, at no time will NextHome, its owners, officers, directors, agents, employees, successors or assigns guarantee or be liable for damages of any sort including, but not limited to, loss of goodwill or potential business due to any inaccuracy of information controlled by you or your Licensed Associates. This includes but is not limited to listing information, contact information or any other component of the Intranet where information can be added, edited or deleted by you or your Licensed Associates. NextHome has no liability for any errors or omissions in the Materials, whether provided by NextHome, our licensors or suppliers or other users.

NextHome, its affiliates, data vendors and third party software providers are not responsible for performing any additional programming, special code requirements, MLS IDX feed or language integration, maintenance or other modifications in connection with a product or service beyond the base services offered by the Intranet.

THE INTRANET, MATERIALS AND ANY SERVICES PROVIDED VIA THE INTRANET ARE PROVIDED "AS IS" AND "WITH ALL FAULTS", AND THE ENTIRE RISK AS TO THEIR USE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE INTRANET, MATERIALS AND/OR SERVICES, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE INTRANET, MATERIALS AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT YOUR USE OF THE INTRANET WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE INTRANET WILL BE CORRECTED. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INTRANET, MATERIALS OR SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR SERVICES OBTAINED THROUGH THE USE OF THE INTRANET, AND ARE NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS, OR FAILURE TO ACT OF ANY THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE INTRANET OR FROM US SHALL CREATE ANY WARRANTY. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

Limitation of Liability.

YOU ARE USING THE INTRANET, MATERIALS AND ANY SERVICES PROVIDED VIA THE INTRANET AT YOUR SOLE RISK. WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE INTRANET OR YOUR USE OF OUR MATERIALS OR SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR

ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, COST OF SUBSTITUTE GOODS AND SERVICES, USE, OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE..

Local Laws; Export Control.

NextHome controls and operates the Intranet from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use the Intranet or Materials outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to NextHome, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Intranet or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and NextHome is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that NextHome is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Language.

The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

General.

NextHome prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by NextHome, may result in immediate termination of your access to the Intranet without prior notice to you. California state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes relating to these Terms or the Intranet will be heard in the courts located in Alameda County in the State of California. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. NextHome's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and NextHome and supersede all prior or contemporaneous negotiations, discussions or agreements between you and NextHome about the Intranet. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

Contact Us.

If you have any questions about these Terms or otherwise need to contact NextHome for any reason, you can reach us at Member Services: memberservices@nexthome.com.

I, the undersigned, have read this agreement and understand and agree to all of its terms.

Date: _____

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

NextHome

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

Franchise Agreement
ATTACHMENT 5

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

The undersigned has agreed to serve as Principal Broker or is a Related Party under Franchise Agreement (“the Franchise Agreement”) dated _____ between _____ (“franchisee”) and NextHome, Inc. (“NextHome”). As a result, the undersigned will learn a great deal about the *NextHome* System, including information about its franchisees’ business affairs, finances, management, marketing programs, philosophy and methods of doing business. The undersigned will have access to confidential information developed and maintained at substantial cost by NextHome. This information is proprietary to NextHome. Its use by third parties could cause substantial and irreparable damage to the NextHome and its network of offices.

Therefore, in return NextHome granting the franchise to franchisee, the undersigned agrees as follows:

1. Nondisclosure of Trade Secrets and Confidential Information

The undersigned agrees that during the term of the Franchise Agreement and following termination, expiration or assignment of the Franchise Agreement, not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of NextHome to any other person or company unless first authorized in writing by NextHome. The undersigned agrees not to use any Trade Secret or Confidential Information for his or her personal gain or for purposes of others, whether or not the Trade Secret or Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by the undersigned or represents the undersigned’s work product. If the undersigned has assisted in the preparation of any information that NextHome considers to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, the undersigned assigns any rights that he or she may have in the information as its creator to NextHome, including all ideas made or conceived by the undersigned.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms “Trade Secret” and “Confidential Information” mean any knowledge, technique, processes or information made known or available to the undersigned that NextHome treats as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies, supplier lists or sources of supplies, sales and marketing information, pricing information, proprietary software, internal business forms, orders, client list, accounts, manuals and instructional materials describing *NextHome* methods of operation, including its Franchisee Material, as defined in the Franchise Agreement, manuals, audiotapes and video tapes, products, drawings, designs, plans, proposals and marketing plans, all concepts or ideas in or reasonably related to the *NextHome* business that have not previously been publicly released by NextHome and any other information or property of any kind of NextHome that may be protected by law as a Trade Secret, confidential or proprietary. The Trade Secrets and Confidential Information described in this agreement are the sole property of NextHome.

3. Return of Proprietary Materials

On termination of employment by or disassociation with the concerned *NextHome* franchisee, the undersigned must surrender to NextHome all materials considered proprietary by NextHome, technical or nontechnical, whether or not copyrighted, that relate to a Trade Secret, Confidential Information or operations of NextHome. The undersigned expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of NextHome.

4. Solicitation of Independent Contractors

The undersigned further agrees that, during the term of his or her relationship with the franchisee's *NextHome* office, he or she will not, directly or indirectly or in concert with others, furnish to or for the benefit of any competitor of NextHome or the competitor's employees, agents, licensees or franchisees or the competitor's subsidiaries, the name of any person who is engaged as an independent contractor by the Office or by any other franchisee of NextHome. In addition, the undersigned agrees that, during the term of his or her relationship with the Office, he or she will not, directly or indirectly or by action in concert with others, solicit, induce or influence or seek to solicit, induce or influence any person who is engaged as an independent contractor by the Office to terminate his or her engagement.

5. Noncompetition

The undersigned agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to NextHome, the undersigned will not, during the term of the relationship between the undersigned and the franchisee, engage in, own an interest in or serve as an officer, director, employee, agent, independent contractor, partner, shareholder, member or principal, directly or indirectly or through any organization or Related Party, in any real estate office other than a *NextHome* Office that is located within twenty-five (25) miles of the franchised *NextHome* Office unless the undersigned has obtained NextHome's prior written consent.

6. Saving Provision

The undersigned agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all the facts and circumstances of the relationship between the undersigned and NextHome. However, the undersigned and NextHome are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, the undersigned and NextHome agree that if a court or arbitrator should decline to enforce the provisions of the preceding paragraph, that paragraph must be considered modified to restrict the undersigned's competition with NextHome to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to NextHome

The undersigned understands and agrees that NextHome will suffer irreparable injury that cannot be precisely measured in monetary damages if Confidential Information or proprietary information is obtained by any person, firm or entity and is used in competition with NextHome. Accordingly, the undersigned agrees that it is reasonable and for the protection of the business and goodwill of NextHome for the undersigned to enter into this agreement. If there is a breach of this agreement by the undersigned, the undersigned consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will bind the undersigned's heirs, executors, successors and assignees as though originally signed by them.

9. Applicable Law

The validity of this agreement will be governed by the laws of the state where the franchised Office with which the undersigned is related. If any provision of this agreement is void or unenforceable in that state, the remainder of the Agreement will be fully enforceable according to its terms.

Franchisee

By:_____

Name:_____

Title:_____

Date:_____

Franchisee

By:_____

Name:_____

Title:_____

Date:_____

NextHome

ASSIGNMENT OF EMAIL ADDRESSES, SOCIAL MEDIA ACCOUNTS AND DOMAIN NAMES AND SPECIAL POWER OF ATTORNEY

Franchise Agreement
ATTACHMENT 6

ASSIGNMENT OF EMAIL ADDRESSES, SOCIAL MEDIA ACCOUNTS AND DOMAIN NAMES AND SPECIAL POWER OF ATTORNEY

1. _____ (“Franchisee”), to induce NextHome, Inc. (“NextHome”) to grant Franchisee a franchise, assigns to NextHome all email addresses, social media accounts, domain names, listings, and any other items (collectively “Addresses”) to the extent they use the words “Next”, “Home”, “NH”, “Casan” or any implied abbreviation of the words “NextHome” or “Casan”, that Franchisee advertises, publicizes or otherwise makes known to clients or the public in the operation of a *NextHome* Office, both now and in the future.

2. This assignment will automatically become effective immediately upon Termination (meaning “termination, expiration or nonrenewal”) of Franchisee’s *NextHome* franchise. When the franchise is terminated, Franchisee agrees to do whatever is necessary to cause the companies providing service to the Office to promptly transfer its Addresses to NextHome or its designee.

3. Franchisee agrees to pay these service providers, on or before the date when the franchise is Terminated, all amounts Franchisee owes it in connection with the Addresses, including payment for any advertisements or listings in a classified directory or directories. Franchisee further agrees to indemnify NextHome for any money NextHome must pay the service providers before the service providers will carry out this agreement.

4. Franchisee appoints NextHome as attorney-in-fact to sign any documents and do any things necessary to carry out this agreement if Franchisee fails to sign or do them within 7 calendar days after Termination of the Franchise Agreement. Franchisee further agrees to indemnify NextHome for any expenses, including legal fees, that NextHome incurs which would not have been incurred if Franchisee had performed as promised under this agreement.

FRANCHISEE

Signature

Print Entity Name:_____

Date:_____

Print Name:_____

Print Title:_____

NextHome

PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

Franchise Agreement
ATTACHMENT 7

PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

To induce NextHome, Inc. ("Franchisor") to enter into or permit assignment of a
NEXTHOME Franchise Agreement (Franchise Agreement) with
____ ("Franchisee"), signed on the same date as the date of this
Personal Guaranty and Subordination Agreement ("Guaranty"), the undersigned unconditionally,
jointly and severally, personally guarantee to Franchisor, its successors or its assignees, the prompt
full payment and performance of all obligations of Franchisee that are or may become due and
owing to Franchisor, including, but not limited to, all obligations arising out of the Franchise
Agreement and any other agreement between the parties and all extensions or renewals of it or
them in the same manner as if the Franchise Agreement were signed between Franchisor and the
undersigned, as franchisee, directly.

The undersigned expressly waive notice of acceptance by Franchisor to or for the
benefit of Franchisee, of the purchase of inventory and goods by Franchisee, the maturing of bills
and the failure to pay the same, the incurring by Franchisee of any additional future obligations
and liability to Franchisor and any other notices and demands. This Guaranty will not be affected
by the modification, extension or renewal of any agreement between Franchisor and Franchisee,
the taking of a note or other obligation from Franchisee or others, the taking of security for
payment, the granting of an extension of time for payment, the filing by or against Franchisee of
bankruptcy, insolvency, reorganization or other debtor relief afforded Franchisee under the Federal
Bankruptcy Act or any other state or federal statute or by the decision of any court or any other
matter, whether similar or dissimilar to any of the foregoing and this Guaranty will cover the terms
and obligations of any modifications, notes, security agreements, extensions or renewals. The
obligations of the undersigned will be unconditional in spite of any defect in the validity of the
Franchisee's obligations or liability to Franchisor or any other circumstances whether or not
referred to in this Guaranty that might otherwise constitute a legal or equitable discharge of a surety
or guarantor.

This is an irrevocable, unconditional and absolute guarantee of payment and
performance and the undersigned agrees that the undersigned's liability under this Guaranty will
be immediate and will not be contingent upon the exercise or enforcement by Franchisor of
whatever remedies it may have against the Franchisee or others or the enforcement of any lien or
realization upon any security Franchisor may at any time possess.

The undersigned agrees that any current or future indebtedness by the Franchisee
to the undersigned will always be subordinate to any indebtedness owed by Franchisee to
Franchisor. The undersigned will promptly modify any financing statements on file with state
agencies to specify that our rights are senior to those of Guarantor.

The undersigned further agrees that as long as the Franchisee owes any money to
Franchisor, the Franchisee will not pay and the undersigned will not accept payment of any part
of any indebtedness owed by Franchisee to any of the undersigned, either directly or indirectly,
without the consent of Franchisor.

In connection with any litigation or arbitration to determine the undersigned's liability under this Guaranty, the undersigned expressly waives the undersigned's right to trial by jury, if any and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator.

If this Guaranty is signed by more than one individual or if more than one Guaranty has been signed, each person signing a Guaranty will be jointly and severally liable for the obligations created in it.

This Guaranty will remain in full force and effect until all obligations arising out of and under the Franchise Agreement, including all renewals and extensions, are fully paid and satisfied.

Sections 14.2 (Governing Law) and 15 (Dispute Resolution) of the Franchise Agreement are incorporated in this Guaranty by reference and shall govern any dispute arising under this Guaranty as though the undersigned was the "Franchisee" referred to in those Sections.

IN WITNESS TO THE FOREGOING, the undersigned signed this Guaranty on

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

CONSENT OF SPOUSE

I have read the franchise agreement and Guaranty to which this consent is attached and I am aware of their legal effect. Financial obligations relating to any separate property I own on the date of this Guaranty are not subject to the Guaranty. Otherwise, I consent to all the obligations of the Guaranty, and I agree not to contest it.

Date: _____

SPOUSE

Signature

Print Name: _____

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LIST OF OWNERS

Franchise Agreement
ATTACHMENT 8

LIST OF OWNERS

You (the franchisee) are:

- ☐ A general partnership
- ☐ A limited partnership
- ☐ A corporation
- ☐ A limited liability company

The following individuals or entities* are all of your (the franchisee's) owners:

Name	Address	Percentage Ownership

*For each owner that is an entity, please attach a page showing names, addresses and ownership percentages of its owners.

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CASAN COLLECTION ADDENDUM

Franchise Agreement
ATTACHMENT 9

**ADDENDUM TO
FRANCHISE AGREEMENT
(CASAN COLLECTION)**

This Addendum to Franchise Agreement (this "**Addendum**") is made and entered into on _____, 20____, by and between NextHome, Inc., a Delaware corporation ("**Franchisor**") with its principal offices at 4309 Hacienda Drive, Suite 100, Pleasanton, California 94588, and _____, a _____, with its principal offices at _____ ("**Franchisee**").

BACKGROUND

A. Franchisor and Franchisee are parties to a NextHome Franchise Agreement ("**Franchise Agreement**") dated _____, pursuant to which Franchisee operates (or will soon operate) a NextHome Office at _____ (the "**Office**"). The Office is operated (or will soon be operated) at the Approved Location defined in Attachment 2, attached to the Franchise Agreement. All capitalized terms not defined in this Addendum shall have the meanings provided in the Franchise Agreement.

B. In connection with its rights and obligations to operate the Office, Franchisee desires to obtain from Franchisor the right to sell luxury real estate under Franchisor's *Casan Collection* brand (the "**Casan Collection Brand**"), and Franchisor is willing to grant Franchisee the right to do so, subject to the terms and conditions contained in this Addendum.

NOW, THEREFORE, Franchisor and Franchisee, in consideration of the undertakings and commitments of each party to the other party set forth herein, agree as follows:

1. Grant. In addition to the rights granted and obligations imposed under the Franchise Agreement, Franchisor and Franchisee agree as follows:

a. Provided Franchisee is and remains in full compliance with all of the terms and conditions of the Franchise Agreement and this Addendum, Franchisor hereby grants to Franchisee the right, and Franchisee hereby undertakes the obligation, to sell luxury real estate under the Casan Collection Brand using the System. The Marks shall be amended to include Franchisee's use of the name *Casan Collection*. Franchisee's operation under the Casan Collection Brand shall be governed by the terms of the Franchise Agreement, except as modified by this Addendum, and Franchisee's right to operate under the Casan Collection Brand shall, as further described herein, be limited to such time that Franchisee is operating the Office in compliance with the Franchise Agreement.

b. Franchisee acknowledges that this Addendum does not grant or imply any protected area for operating under the Casan Collection Brand.

c. Wherever this Addendum provides that the terms of the Franchise Agreement shall apply to Franchisee's operations under the Casan Collection Brand,

the term “Office” as used in the Franchise Agreement shall be deemed to also refer to Franchisee’s operations of the Casan Collection Brand under this Addendum.

2. Term and Renewal. The term of this Addendum shall commence on the date of this Addendum and, unless sooner terminated in accordance with the provisions hereof, shall expire or terminate upon the expiration or termination of the Franchise Agreement, including any extension(s) of the Franchise Agreement.

3. Fees. Throughout the term of this Addendum, Franchisee shall pay Franchisor the Team Royalty Fees, Non-Team Royalty Fees and Technology Fees set forth in the Franchise Agreement for Casan Collection Brand properties purchased or sold to clients of the Office.

4. Branding Guidelines and Materials for Operations; Training. Franchisee acknowledges having received the Branding Guidelines pursuant to the Franchise Agreement. Franchisor may, in its discretion (through modifications to the Branding Guidelines or otherwise in writing), establish special procedures, specifications and minimum standards, operations and reporting requirements for use of the Casan Collection Brand, which may differ from those applicable to the Office, and Franchisor will provide Franchisee with any such materials following the development of same. All materials related to using the Casan Collection Brand shall be considered part of the Branding Guidelines, whether or not expressly incorporated therein. All other terms of the Franchise Agreement regarding the Branding Guidelines shall apply with respect to Franchisee’s operations pursuant to this Addendum.

5. Conditions to Operating under the Casan Collections Brand. As a condition to operating under the Casan Collection Brand, each Licensed Associate which Franchisee desires to represent property buyers and sellers in connection with the purchase and sale of luxury properties under the Casan Collection Brand must have obtained and continue to maintain, throughout the term of this Addendum, a membership with the Institute for Luxury Home Marketing (“**Institute**”) and complete Luxury Online Training provided by the Institute (collectively, “**Casan Certification**”).

a. Franchisee and/or each License Associate shall be responsible for all costs and expenses in obtaining and maintaining Casan Certification during the term of this Addendum, including completing all follow-up and refresher training as required to maintain a membership with the Institute.

b. Each Licensed Associate obtaining Casan Certification must also complete such supplemental training modules developed by Franchisor in connection with the Casan Collection Brand.

c. Franchisee shall follow and comply with all Branding Guidelines with respect to the use of the Casan Collection Brand.

d. Franchisee understands and acknowledges that Franchisor makes no representations or warranties as to the success of operating under the Casan Collection Brand.

6. Accounting and Records. Franchisee's obligations under Section 10 of the Franchise Agreement to maintain and submit records and reports shall also apply with respect to Franchisee's operations under the Casan Collection Brand.

7. Insurance. Franchisee shall obtain and maintain insurance covering all operations of the Office, including but not limited to operating under the Casan Collection Brand, of such types and coverage and with such premiums as specified by Franchisor, which insurance shall be similar to the coverage specified in Section 10.4 of the Franchise Agreement. Franchisee shall provide Franchisor with certificates of insurance evidencing such coverage.

8. Transfer of Interest. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Addendum to any person or legal entity. Franchisee shall not, without the prior written consent of Franchisor, transfer, pledge or otherwise encumber: (a) this Addendum or any of the rights and obligations of Franchisee under this Addendum; or (b) any material asset of Franchisee or the Office. Franchisor's consent to such a transfer, pledge or encumbrance shall be conditioned on, among other requirements, that any such Transfer is made in conjunction with a simultaneous Transfer of the Office and the Franchise Agreement. No sub-license or delegation is permitted by Franchisee.

9. Default and Termination.

a. A default by Franchisee under the Franchise Agreement shall also be deemed to be a default under this Addendum. Additionally, a default by Franchisee under this Addendum arising from (a) an obligation of Franchisee to make payments or contributions to Franchisor and/or its affiliates with respect to the Casan Collection Brand, (b) Franchisee's misuse of the Marks or confidential information with respect to the Casan Collection Brand, or (c) Franchisee's failure to comply with the Branding Guidelines with respect to the Casan Collection Brand, shall also be deemed to be a default under the Franchise Agreement. If the Franchise Agreement is terminated for any reason, then this Addendum and Franchisee's rights to operate under the Casan Collection Brand shall also immediately terminate without further or separate notice to Franchisee. Despite the foregoing, if Franchisee voluntarily ceases operation under the Casan Collection Brand and this Addendum is therefore mutually terminated, then Franchisee shall not be deemed to be in default of the Franchise Agreement with respect to such termination of this Addendum unless the facts and circumstances giving rise to such termination independently constitute a default under the terms of the Franchise Agreement and notice of such default is given in accordance therewith.

b. Franchisee shall be in default of this Addendum and Franchisor may, at its option, terminate this Addendum and all rights granted hereunder, without affording Franchisee any opportunity to cure, effective immediately upon the delivery of written notice to Franchisee (in the manner set forth in Section 14.3 of the Franchise Agreement), upon the occurrence of any of the following events:

i. If the Office does not have at least one (1) Licensed Associate maintain Casan Certification.

ii. If Franchisee or any Owner purports to transfer any rights or obligations under this Addendum to any third party in a manner that is contrary to the terms of Section 8 of this Addendum.

iii. If Franchisee breaches any material provision of this Addendum which breach is not susceptible to cure.

c. For any other breach of Franchisee's obligations relating to this Addendum, or the Branding Guidelines, the terms of Section 13.2 of the Franchise Agreement regarding notice of default, opportunity to cure, and termination, shall apply.

10. Obligations Upon Termination or Expiration.

Upon termination or expiration of this Addendum, all rights granted hereunder to Franchisee shall forthwith terminate, and Franchisee shall immediately discontinue all operations under the Casan Collection Brand and shall comply with all other terms of Section 13.4 of the Franchise Agreement, as may be applicable to the termination of this Addendum.

11. Additional Terms.

a. Except as specified otherwise in this Addendum, the terms of the Franchise Agreement shall also apply with respect to Franchisee in connection with the Casan Collection Brand.

b. This Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

c. Franchisee understands and agrees that Franchisor may operate and change the System and its Office in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Franchisor has expressly reserved in this Addendum or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Addendum, Franchisor may make such decision or exercise its right and/or discretion on the basis of Franchisor's judgment of what is in Franchisor's best interests, including without limitation Franchisor's judgment of what is in the best interests of the franchise network, at the time Franchisor's decision is made or its right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Franchisor; (b) Franchisor's decision or the action taken promotes Franchisor's financial or other individual interest; (c) Franchisor's decision or the action it takes applies differently to Franchisee and one or more other franchisees or Franchisor's company-owned or affiliate-owned operations; or (d) Franchisor's decision or the exercise of its right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute,

Franchisor will have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Addendum, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Addendum and that this Addendum grants Franchisor the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

d. Franchisee acknowledges and agrees that Franchisor may modify the offer of its franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Addendum.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Addendum in duplicate on the day and year first above written.

NEXTHOME INC

Franchisee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

NextHome, Inc.

ACKNOWLEDGMENT AT CLOSING

EXHIBIT F
to *NextHome* Franchise Disclosure Document

ACKNOWLEDGMENT AT CLOSING

In this document “Franchisee” means _____
and “Franchisor” means NextHome, Inc.

The execution of documents for the awarding of a *NextHome* franchise to Franchisee finalizes a process in which Franchisee reviews a great deal of information provided by the Franchisor and others. Much of this information has a significant impact upon the transaction. The information considered by Franchisee serves as the basis upon which Franchisee makes a decision whether to purchase a *NextHome* franchise.

Franchisee wishes to enter into a Franchise Agreement with Franchisor for a *NextHome* office to be located at _____.

In order to induce Franchisor to enter into the concerned agreement, Franchisee acknowledges that the following statements with regard to the documents, data and other material described below are true and are an accurate reflection of the transaction with Franchisor. If they are not, Franchisee is instructed to insert the correct information where appropriate and to initial and to have Franchisor initial, the changes.

- (1) Franchisee received the Franchise Disclosure Document for prospective franchisees at least 14 calendar days prior to the execution of any documents or the transfer of any funds.
- (2) Franchisee received and reviewed all completed contract documents at least 7 calendar days prior to the execution of those documents.
- (3) Franchisee acknowledges that the success or failure of Franchisee’s *NextHome* office depends primarily upon Franchisee’s business ability, the quality and quantity of the effort put forth by Franchisee and upon Franchisee’s compliance with the requirements, instructions and directives of Franchisor.
- (4) Franchisee acknowledges that neither Franchisor nor anyone purporting to act for Franchisor has made any promises or representations concerning Franchisee’s *NextHome* office, the sales volumes that will be produced by Franchisee’s office, the profits to be made in the office, the likelihood of success of the franchised business or any other matter in connection with the proposed franchise or the franchised business other than those that are set forth in the disclosure document, the Franchise Agreement and any other signed documents between Franchisee and Franchisor and Franchisee. If any such promises have been made, Franchisee is instructed to make sure that they are set forth in writing in the Franchise Agreement or in an amendment or exhibit to that agreement. Franchisor in granting this franchise is relying on Franchisee to see that all such matters are reduced to writing, are signed by Franchisee and Franchisor and are attached to the Franchise Agreement. If they are not, Franchisee hereby waives any such representations, warranties

and promises and agrees that Franchisee will not be able to rely in any way on them and that Franchisor will not be bound by them.

Nothing in this Acknowledgment at Closing will alter the law of the state whose law governs this transaction.

IN WITNESS WHEREOF the parties have executed this Acknowledgment on

_____.

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisee

By: _____

Name: _____

Title: _____

Date: _____

Franchisor acknowledges Franchisee's representations and commitments stated above and based on those assurances, among other things, Franchisor agrees to award Franchisee a *NextHome* franchise.

FRANCHISOR

NextHome, Inc.

By _____

Its _____

NEW YORK REPRESENTATIONS PAGE

FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	December 30, 2020
Indiana	December 28, 2020
Maryland	Pending
Michigan	December 28, 2020
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	December 30, 2020
Virginia	December 30, 2020
Washington	Pending
Wisconsin	December 28, 2020

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If NextHome, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan law requires that NextHome, Inc. give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If NextHome, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The franchise seller or sellers with whom you have dealt in connection with this franchise offer is/are (Please check applicable box(es):

<input type="checkbox"/>	James Dwiggins	All have the following address and telephone number:
<input type="checkbox"/>	Tei Baishiki	4309 Hacienda Drive, Suite 110
<input type="checkbox"/>	Imran Hassan Poladi	Pleasanton, CA 94588
<input type="checkbox"/>	Charis Noel Moreno	Telephone: 855-925-6398
<input type="checkbox"/>	Keith Robinson	

Issuance Date: December 28, 2020.

The effective dates of this document in certain states are listed on the State-Specific Addendum to this disclosure document as are the franchisor's registered agents for service of process in those states.

I received a disclosure document dated December 28, 2020, that included the following exhibits:

- A State-Specific Addendum to Franchise Disclosure Document
- B State Administrators and Agents for Service of Process
- C Financial Statements
- D List of Current and Former Franchisees
- E Franchise Agreement
- Attachment 1 - State Specific Addendum to Franchise Agreement
- F Acknowledgment at Closing

Dated: _____

By: _____
(Signature)

(Print your name and title, if any)

You may return the signed receipt by signing, dating and mailing it to NextHome, Inc. at 4309 Hacienda Drive, Suite 110, Pleasanton, California 94588 or by faxing a copy of the signed and dated receipt to NextHome, Inc. at 800-310-6820.

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