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 $16,250 to $220,345. This includes an initial franchise fee that must be paid to the franchisor of $4,500 for a 1-year franchise term or $8,750 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 30, 2022

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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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. Other than our affiliate NextMortgage, 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.

Despite our earlier incorporation date, we became active on May 30, 2014, when we acquired the majority of the assets of our predecessor, Realty World - Northern California, Inc. ("RWNC"), a real estate brokerage franchisor. RWNC is a California corporation that was incorporated in 1978 and offered and sold Realty World® franchises from 1980 to 2014. RWNC has never offered franchises in any other line of business. Its principal business address is 672 West 11th Street, Suite 120, Tracy, California 95376. After selling its assets to us, Realty World - Northern California, Inc. changed its name to RWNC, Inc. Among other assets, we acquired from RWNC the franchise agreements for the Realty World offices then operating in Northern California and Nevada. The 120 franchised Realty World offices in Northern California and Nevada were assigned to Realty World, Inc. on January 31, 2020. We no longer offer or sell Realty World franchises.

We have no parent companies and no other predecessors or affiliates that are required to be disclosed in this Disclosure Document.

We began offering franchises to operate real estate brokerage offices under the *NextHome*® brand in November 2014. Except as otherwise described above, 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 either by establishing a new NextHome Office or converting an existing real estate office to the NextHome 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 periodically.

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. 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 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.

Charis Moreno - Vice President - Sales

Mrs. Moreno has been our Vice President - Sales since August 2014. Since May 2021, she has also been a member of Okane Holdings, LLC, which owns an interest in mortgage lender NextMortgage, LLC.

Jim Fischetti – Vice President of Learning and Development

Mr. Fischetti has been our Vice President of Learning and Development since February 2022. From January 2020 to February 2022, Mr. Fischetti was the Chief Leadership and Growth Officer for Keller Williams Ballantyne Area in Charlotte, North Carolina. From May 2014 to December 2017, he was the Regional Director for Keller Williams Realty, Inc in Pennsylvania. Since June 2022, he has also been a member of Okane Holdings, LLC, which owns an interest in mortgage lender NextMortgage, LLC.

Taylor Cannon – Vice President of Operations

Ms. Cannon has been our Vice President of Operations since July 2022. From September 2020 to July 2022, she was our Director of Operations. From September 2017 to September 2020, she was our Operations Manager.

Petya Manning – Vice President of Marketing

Ms. Manning has been our Vice President of Marketing since August 2022. From May 2021 to August 2022, she was our Director of Marketing. From February 2018 to May 2021, she was our Marketing Manager. From November 2016 to February 2018, she was our Senior Marketing Coordinator.

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. Dwiggins, 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 were 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 1 year or 5 years, at your election. The financial terms will vary depending on the length of the term you elect. The initial franchise fee for a 1-year term is $4,500. The initial franchise fee for a 5-year term is $8,750. All initial fees are payable when you sign the "Franchise Agreement" attached as Exhibit E 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 1-year term then your Branch Office must be for a term of 1 year. If your existing Franchise Agreement has a term of 5 years, then your Branch Office may only be for a term of 5 years. The initial franchise fee for a Branch Office with a 5-year term will be reduced to the greater of: (a) $4,500; or (b) 50% of the then-current initial franchise fee for a 5-year term, 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 1 year you may convert to a 5-year term if you are in good standing under your Franchise Agreement, you sign our then-current Franchise Agreement with a term of 5 years (which will begin upon expiration of your existing 1-year term), you sign our then-current general release, and you pay us the then-current

initial franchise fee for a 5-year term less the amount that you paid us to obtain your existing Franchise Agreement with a 1-year term.

ITEM 6. OTHER FEES

Type of Fee (See Note 1)	**Amount**	**Due Date**	**Remarks**
Base Franchise Fee	$125 per month	By the 10th 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) $210 if you have a 1-year term, or (ii) $200 if you have a 5-year term.	Royalty Fees under both plans are invoiced on the 1st day of each month and are due on the 10th 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 1st 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. If any of your Licensed Associates are not a member of a Team, at least one of those Licensed Associates that is not also a member of a Team 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 current plan for at least 6 months. You may select which of your Licensed Associates will follow which plan but, if any of your Licensed Associates are not a

Type of Fee (See Note 1)	**Amount**	**Due Date**	**Remarks**
			member of a Team, at least 1 of those Licensed Associates that is not also a member of a Team must follow the Flat Fee Plan. (See Note 2)
Team Royalty Fee	For each Team affiliated with your Office: (a) $125; and (b) for each Licensed Associate on that Team, (i) $120 for a 1-year term, or (ii) $100 for a 5-year term	Team Royalty Fees for each month are invoiced on the 1st day of that month and are due by the 10th day of that month.	"Team" means 2 or more Licensed Associates working together who report their transactions under 1 account in our reporting system or with the applicable Multiple Listing Service or its equivalent. If any Licensed Associate on a Team leaves the Team to be an individual Licensed Associate, you must designate that Licensed Associate on the Flat Fee Plan unless the Licensed Associate has completed 6 months on the Team Royalty, in which case you may designate the Licensed Associate on either the Percentage Plan or the Flat Fee Plan. You may select which of your Licensed Associates will follow which plan but, if any of your Licensed Associates are not a member of a Team, at least 1 of those Licensed Associates that is not also a member of a

Type of Fee (See Note 1)	**Amount**	**Due Date**	**Remarks**
			Team must follow the Flat Fee Plan.
Technology Fee	For each side of a transaction closed by your Office (*i.e.*, buyer and/or seller representation), $90 if you have a 1-year term or $80 if you have a 5-year term.	Invoiced on the 1st and due on the 10th 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 or when a Licensed Associate joins your Office (for transactions related to such Licensed Associate).
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 Training	We may charge a fee for optional ongoing 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.	Upon invoice	You must pay for the costs incurred by your 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).

Type of Fee (See Note 1)	**Amount**	**Due Date**	**Remarks**
Disaster Relief Contribution	$299 per year if 1-25 total Staff Members; $499 per year if 26-75 total Staff Members; $899 per year if 76+ total Staff Members	Due on your Start Date and each year thereafter on the anniversary of the Start Date	(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	$4,500 (See Note 4)	When you sign the franchise agreement for the renewal term	If you have a 1-year term and elect to convert to a 5-year term, you and we must sign a separate franchise agreement (on our then-current form) for a 5-year term, which term will begin upon expiration of the 1-year term. Upon signing the new franchise agreement, you must pay us the initial franchise fee we are then-charging for new 5-year terms, less the amount of the initial franchise fee you paid in connection with the expiring 1-year term (currently would be $4,250)
Transfer Fee (See Note 5)	$4,500	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 you must pay in connection with your

Type of Fee (See Note 1)	**Amount**	**Due Date**	**Remarks**
			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	$250 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 1 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	$4,020, if a Franchise Agreement with a 1-year term is terminated before the Start Date; or $19,500 if a Franchise Agreement with a 5-year term is terminated before the Start Date; or If a Franchise Agreement is terminated after the Start Date, you must pay us an amount equal to 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.	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:

1. These fees are payable to us, are not refundable and are uniformly applicable to all franchisees.

2. Transactions pending on the Start Date or when a Licensed Associate joins your Office (for transactions related to such Licensed Associate) 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:

(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 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 1 sale or purchase sale during any 12-month period by the concerned buyer or seller.

3. We have formed a tax-exempt non-profit foundation, NextHome Disaster Relief Foundation ("NextHome Disaster Relief Foundation"), to assist NextHome franchisees who suffer from a natural or man-made disaster (the "Disaster Relief Program"). NextHome Disaster Relief Foundation is controlled by a board of directors, which includes NextHome franchisees and certain of our senior officers. We currently select the board members but the board of directors may modify the selection process periodically. You must pay NextHome Disaster Relief Foundation a fee per Office on your Start Date and annually thereafter on the anniversary of your Start Date. The amount of the Disaster Relief Contribution will depend on the number of staff members employed by your Office, as listed on your Office's roster in our reporting system as of the date the Disaster Relief Contribution is assessed each year (the "Staff Members").

   The Disaster Relief Program is designed to assist the NextHome Network in supporting each other if disaster strikes. If a disaster occurs (whether personal or business related), and you have timely paid the Disaster Relief Contribution during the term of the Franchise Agreement, you, your agents, and your employees may each apply to NextHome Disaster Relief Foundation for a grant, not to exceed $2,000 per applicant, to help you and them recover from the disaster. NextHome Disaster Relief Foundation will evaluate such applications and pay disaster relief grants in accordance with the Disaster Relief Program policies set forth in the operating manual (which may be modified periodically). You, your employees, and your agents may each submit only 1 application per calendar year to NextHome Disaster Relief Foundation.

4. If you have a 5-year term, you may only renew for a new 5-year term.

5. While the Franchise Agreement provides that only an agreement with a 5-year term is transferrable and you cannot transfer an agreement with a 1-year term, if applicable law requires us to allow you to transfer an agreement with a 1-year term, the transfer fee will also be $4,500.

   The transfer fee is payable as follows: (1) $250 due immediately with all materials required to be submitted to us for our review; and (2) 4,250 due 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 complete the approved Transfer, we will return your $4,250 but will retain the $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	$4,500 for a 1-year agreement or $8,750 for a 5-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
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.

Type of expenditure	Amount (See Note 1)	Method of payment	When due	To whom payment is to be made
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 1 Licensed Associate.
Other pre-opening expenditures	$1,000 to $5,000	As required by providers	As required by providers	Attorney, accountant and other providers.
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)	$16,250 to $220,345			

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. Offices typically occupy from 500 to 3,000 square feet of space. 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 included an estimate on this chart for 1 month of 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 8 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.

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, 2022, 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 NextMortgage, LLC in which James Dwiggins, Tei Baishiki, Keith Robinson, Charis Moreno, and Jim Fischetti 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 6 and 8	Items 8, 11, 13, 14 and 16

Obligation	Section in Agreement	Disclosure Document Item
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 8	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
o. Advertising	Sections 6 and 8	Items 6 and11
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, 7.10 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, and the time needed to acquire and install equipment, fixtures, décor and other items. 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 access to 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)

4. 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 1 person within 30 days after the date of the annual meeting. We encourage the attendance of all Principal Brokers, Owners, and Sales Managers. Others 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 periodically.

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 2 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. You must not use any promotional or advertising materials that we have not approved or have disapproved. If you fail to comply with any of our standards or Branding Guidelines for advertising and promotion, we may terminate the Franchise Agreement if you do not correct the failure within 20 days after we deliver written notice of the failure to you. (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 1-year term and are elected by NextHome franchisees, with each franchisee having 1 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. Our manuals and related materials comprise the equivalent of approximately 500 pages of information. 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 4-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 Location We Specify
Corporate Strategy	.5	0	Online or Location We Specify
Company Future Planning	.5	0	Online or Location We Specify
Humans Over Houses	.5	0	Online or Location We Specify
Systems	.5	0	Online or Location We Specify
Marketing Materials	1	0	Online or Location We Specify
Training/Coaching Programs	.5	0	Online or Location We Specify
Support Systems	1	0	Online or Location We Specify
TOTALS	**5**	**0**	

DAY 2

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Reporting	.5	0	Online or Location We Specify
Integrated Technology	2	0	Online or Location We Specify
Listing Syndication	.5	0	Online or Location We Specify

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Mobile Technology	.5	0	Online or Location We Specify
Website Technology	.5	0	Online or Location We Specify
CRM	.5	0	Online or Location We Specify
Partner Programs	.5	0	Online or Location We Specify
TOTALS	**5**	**0**	

DAY 3

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Brokerage Overview and SWOT (Strengths, Weaknesses, Opportunities, Threats)	1.5	0	Online or Location We Specify
Pre-launch Work	1.5	0	Online or Location We Specify
Office Expense Review, Investment Strategy, and P&L	1	0	Online or Location We Specify
Setting Up the Unique Value Proposition	.5	0	Online or Location We Specify
Commission Structures and Compensation Packages	.5	0	Online or Location We Specify
TOTALS	**5**	**0**	

DAY 4

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Commission Structure and Compensation Packages (Cont.)	2	0	Online or Location We Specify
Recruiting Agents	2	0	Online or Location We Specify
Agent Coaching and Accountability	1	0	Online or Location We Specify
TOTALS	**5**	**0**	

We may conduct the orientation program online or at any other location we specify. We may conduct the entire program online. (Franchise Agreement Sections 7.7 and 8.3) We do not charge a fee for the orientation program. 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, Jim Fischetti, our Vice President of Learning and Development, 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. Fischetti has been in the real estate field since 1984 and with us since 2022. 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 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 1 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 and, if applicable, the Casan Collection Addendum. 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
	6175111	October 13, 2020
	4956653	May 10, 2016
	4956655	May 10, 2016
	4974662	June 7, 2016
#HUMANS OVER HOUSES	6299112	March 23, 2021
#HUMANS OVER HOUSES	6790376	July 12, 2022

Mark	Registration No.	Registration Date
#HUMANS OVER HOUSES	6576772	November 30, 2021

We have also registered 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	Registration No.	Registration Date
	6540873	October 26, 2021
	6540874	October 26, 2021
CASAN	6290047	March 9, 2021

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 February 11, 2020, we obtained a registered copyright from the United States Copyright Office for our training manual entitled "NextHome Day One (Instructor)" (registration number TX

8-835-312). On February 13, 2020, we obtained a registered copyright from the United States Copyright Office for our training manual entitled "NextHome Day One (Student)" (registration number TX 8-837-321). 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, videos, 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 the Franchise 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 1 year or 5 years.
b. Renewal or extension of the term	Section 5.2	If you meet our conditions: (1) if you have a 1-year term, you may renew an additional 1-year term or a new term of 5 years, at your election; or (2) if you have a 5-year term, you may renew for an additional 5-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, Technology Fees, 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 5 years or your Office has been open for 5 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 30 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

Provision	Section in Franchise Agreement	Summary
		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 comply with our standards for advertising and promotion; 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 you or any of your Licensed Associates fail to adhere to the highest standards of professional conduct or fail to comply with applicable law (only the first such default is curable); 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	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 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 or are no longer operating the franchise; if you commit a default of the same type more than once in a 12-month period even if cured; if you or your Licensed Associates commit more than one default related to the failure to adhere to the highest standards of professional conduct or the failure to comply with applicable law; if the operation of your Office

Provision	Section in Franchise Agreement	Summary
		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.
i. Franchisee's obligations on termination/ nonrenewal	Sections 13.3 and 13.4	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 and your Licensed Associates 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.
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	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

Provision	Section in Franchise Agreement	Summary
		beneficial ownership interests in any Owner that is a business entity, and whether in 1 transaction or a series of related transactions, regardless of the time period during which these transactions take place. 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.
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.
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 11.4	During the term of the Franchise Agreement, neither you nor your Licensed Associates may operate, be employed by or own a beneficial

Provision	Section in Franchise Agreement	Summary
		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. Your Principal Broker and each of your Related Parties must sign the Nondisclosure and Noncompetition Agreement attached as Attachment 5 to the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 11.5	During the 1-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.
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, 2022, the end of our last fiscal year.

Table No. 1

System Wide Outlet Summary

For years 2020, 2021 and 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	357	437	+80
	2021	437	512	+75
	2022	512	577	+65

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Company Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	357	437	**+80**
	2021	437	512	**+75**
	2022	512	577	**+65**

Table No. 2

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

For years 2020, 2021 and 2022

Column 1 State	Column 2 Year	Column 3 Number of Transactions
Alabama	2020	0
	2021	0
	2022	1
California	2020	0
	2021	2
	2022	0
Florida	2020	4
	2021	1
	2022	1
Hawaii	2020	1
	2021	1

Column 1 State	Column 2 Year	Column 3 Number of Transactions
	2022	0
Idaho	2020	1
	2021	0
	2022	0
Indiana	2020	1
	2021	0
	2022	0
Kansas	2020	0
	2021	1
	2022	0
Louisiana	2020	0
	2021	0
	2022	1
Maine	2020	1
	2021	0
	2022	0
Michigan	2020	0
	2021	1
	2022	1
New Jersey	2020	0
	2021	0
	2022	1

Column 1 State	Column 2 Year	Column 3 Number of Transactions
New York	2020	0
	2021	0
	2022	1
North Carolina	2020	0
	2021	0
	2022	1
North Dakota	2020	0
	2021	0
	2022	1
Ohio	2020	0
	2021	1
	2022	1
Oklahoma	2020	0
	2021	1
	2022	0
Rhode Island	2020	1
	2021	0
	2022	1
Tennessee	2020	0
	2021	1
	2022	1

Column 1 State	Column 2 Year	Column 3 Number of Transactions
Texas	2020	2
	2021	0
	2022	1
Wisconsin	2020	0
	2021	1
	2022	0
TOTALS	**2020**	**11**
	2021	**10**
	2022	**12**

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Table No. 3

Status of Franchised Outlets

For years 2020, 2021 and 2022

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
Alabama	2020	4	0	0	0	0	0	4
	2021	5*	1	0	0	0	0	6
	2022	6	2	0	0	0	1	7
Alaska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arkansas	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Arizona	2020	6	2	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	4	0	0	0	0	12
California	2020	54	10	1	1	0	3	59
	2021	59	7	0	2	0	2	62
	2022	62***	15	0	6	0	3	68

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
Colorado	2020	9	2	0	0	0	0	11
	2021	11	1	0	0	0	0	12
	2022	12	3	0	1	0	1	13
Connecticut	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Delaware	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Florida	2020	51	14	1	2	0	4	58
	2021	59**	17	0	0	0	1	75
	2022	75	19	0	5	0	1	88
Georgia	2020	4	1	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	5	0	0	0	0	11
Hawaii	2020	4	1	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7

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
Idaho	2020	8	0	0	0	0	0	8
	2021	8	2	0	0	0	2	8
	2022	8	1	0	0	0	0	9
Illinois	2020	3	3	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	1	0	0	0	0	8
Indiana	2020	6	0	0	0	0	0	6
	2021	6	0	0	1	0	0	5
	2022	5	1	1	0	0	0	5
Iowa	2020	4	2	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	2	0	1	0	0	7
Kansas	2020	10	0	0	0	0	0	10
	2021	10	1	0	0	0	1	10
	2022	10	0	0	0	0	0	10
Kentucky	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	1	5

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
Louisiana	2020	7	2	0	0	0	0	9
	2021	8*	2	0	0	0	0	10
	2022	10	0	0	0	0	1	9
Maine	2020	2	1	0	0	0	0	3
	2021	3	2	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Maryland	2020	6	3	0	1	0	0	8
	2021	8	1	0	0	0	1	8
	2022	8	1	0	0	0	0	9
Massachusetts	2020	5	2	0	0	0	1	6
	2021	6	3	0	0	0	0	9
	2022	9	0	0	1	0	0	8
Michigan	2020	11	5	0	0	0	0	16
	2021	16	2	0	0	0	0	18
	2022	18	5	0	0	0	0	23
Minnesota	2020	3	2	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	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
Mississippi	2020	3	1	0	0	0	0	4
	2021	4	2	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Missouri	2020	8	0	0	0	0	0	8
	2021	8	1	0	0	0	0	9
	2022	9	3	0	1	0	0	11
Montana	2020	3	0	0	0	0	0	3
	2021	3	1	0	1	0	0	3
	2022	3	2	0	1	0	0	4
Nebraska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	4	3	0	1	0	1	5
	2021	5	2	0	0	0	0	7
	2022	7	0	0	1	0	0	6
New Hampshire	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	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
New Jersey	2020	7	4	0	1	0	0	10
	2021	10	4	0	0	0	0	14
	2022	14	4	0	0	0	0	18
New Mexico	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New York	2020	9	4	0	0	0	0	13
	2021	13	7	1	0	0	0	19
	2022	19	3	0	0	0	0	22
North Carolina	2020	19	6	0	1	0	1	23
	2021	23	7	0	1	0	0	29
	2022	29	7	0	0	0	2	34
North Dakota	2020	3	0	0	0	0	0	3
	2021	3	2	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Ohio	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	1	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
Oklahoma	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	1	5
	2022	5	1	0	0	0	0	6
Oregon	2020	8	1	0	0	0	0	9
	2021	9	0	0	1	0	0	8
	2022	8	1	0	1	0	2	6
Pennsylvania	2020	8	3	0	0	0	0	11
	2021	11	1	0	0	0	0	12
	2022	12	1	0	1	0	0	12
Rhode Island	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	1	0	0	1
South Carolina	2020	9	2	0	0	0	1	10
	2021	10	2	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Tennessee	2020	6	1	0	0	0	1	6
	2021	5**	5	0	0	0	0	10
	2022	10	0	0	0	0	0	10

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
Texas	2020	25	8	0	1	0	1	31
	2021	31	2	0	0	0	1	32
	2022	32***	8	0	0	0	1	39
Utah	2020	1	1	0	0	0	0	2
	2021	2	1	0	1	0	0	2
	2022	2	0	0	0	0	0	2
Virginia	2020	8	7	0	0	0	0	15
	2021	15	4	0	1	0	0	18
	2022	18	2	0	0	0	0	20
Washington	2020	7	2	0	0	0	0	9
	2021	9	4	0	0	0	0	13
	2022	13	1	0	1	0	1	12
Wisconsin	2020	7	6	0	0	0	0	13
	2021	13	3	0	2	0	0	14
	2022	14	1	0	0	0	0	15
West Virginia	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	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
Wyoming	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Totals	**2020**	**357**	**104**	**3**	**8**	**0**	**13**	**437**
	2021	**437**	**95**	**1**	**10**	**0**	**9**	**512**
	2022	**512**	**101**	**1**	**21**	**0**	**14**	**577**

* NextHome Sunset Realty moved from Lafayette, Louisiana to Orange Beach, Alabama

** NextHome On The Gulf moved from Brentwood, Tennessee to Miramar Beach, Florida

*** NextHome Approved moved from Stockton, CA, to Southlake, TX

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Table No. 4

Status of Company Owned Outlets (Ending September 30, 2022)

For years 2020, 2021 and 2022

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	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5

Projected Openings As of September 30, 2022

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	1	1	0
Alaska	0	1	0
Arizona	2	2	0
Arkansas	0	1	0
California	2	5	0
Colorado	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)
Connecticut	0	1	0
Delaware	0	1	0
Florida	3	10	0
Georgia	1	4	0
Hawaii	0	1	0
Idaho	0	3	0
Illinois	1	2	0
Indiana	1	1	0
Iowa	1	1	0
Kansas	0	2	0
Kentucky	0	1	0
Louisiana	0	2	0
Maine	1	1	0
Maryland	0	1	0
Massachusetts	1	2	0
Michigan	0	2	0
Minnesota	0	1	0
Mississippi	0	2	0
Missouri	0	1	0
Montana	1	0	0
Nebraska	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)
Nevada	1	1	0
New Hampshire	1	1	0
New Jersey	1	2	0
New Mexico	0	1	0
New York	1	2	0
North Carolina	0	5	0
North Dakota	0	0	0
Ohio	0	1	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	0	2	0
Rhode Island	0	1	0
South Carolina	1	2	0
South Dakota	0	1	0
Tennessee	1	1	0
Texas	4	5	0
Utah	0	1	0
Vermont	0	1	0
Virginia	1	1	0
Washington	0	1	0
West Virginia	0	0	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)
Wisconsin	2	1	0
Wyoming	0	1	0
TOTALS	**28**	**84**	**0**

Attached as Exhibit D is a list of our NextHome franchisees as of September 30, 2022, including those that have signed our Franchise Agreement but were not open as of September 30, 2022. 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 3 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, 2022, September 30, 2021, and September 30, 2020.

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, except as indicated on Exhibit F, 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 2 copies of a Receipt. Please sign it, date it as of the date you receive this 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. <u>The following provision is applicable to franchisees and franchises subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin:</u>

No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

2. **<u>The following provisions are applicable to franchises in the State of California</u>**:

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.)

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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.

The following language is added to the "Remarks" column of the line-item titled "Interest on Late Payments" in Item 6 of the Franchise Disclosure Document:

The highest interest rate allowed under California law is 10% annually.

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.

3. 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.

4. 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.

5. 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.

6. <u>The following provisions are applicable to franchises in the state of New York:</u>

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.

7. <u>The following provisions are applicable to franchises in the state of North Dakota:</u>

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.

8. <u>The following provisions are applicable to franchises in the state of Rhode Island:</u>

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.

9. <u>The following provisions are applicable to franchises in the state of Virginia:</u>

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.

10. <u>The following provisions are applicable to franchises in the state of Washington:</u>

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.

****

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

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) 539-1500

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, INC.

(A DELAWARE CORPORATION)
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
SEPTEMBER 30, 2022, 2021 AND 2020

NEXTHOME, INC.
(A DELAWARE CORPORATION)
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SEPTEMBER 30, 2022, 2021 AND 2020

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INDEPENDENT AUDITOR'S REPORT

To the Stockholders of
NextHome, Inc.:

Opinion

We have audited the accompanying financial statements of NextHome, Inc., a Delaware corporation, (the "Company"), which comprise the balance sheets as of September 30, 2022, 2021 and 2020 and the related statements of operations, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 30, 2022, 2021 and 2020, 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.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.
In performing an audit in accordance with generally accepted auditing standards, we:

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- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit 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, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Encino, California
December 29, 2022

NEXTHOME, INC.

(A DELAWARE CORPORATION)
BALANCE SHEETS

AS OF SEPTEMBER 30,	2022	2021	2020
Assets			
Current assets:			
Cash and cash equivalents	$ 1,231,629	$ 1,159,792	$ 1,138,550
Accounts receivable, net of allowance for doubtful accounts of $54,500, $13,650 and $40,212 in 2022, 2021 and 2020 respectively	193,977	167,488	163,675
Other receivables	22,745	17,101	17,932
Prepaid expenses and other current assets	533,763	385,184	212,689
Inventory	13,475	4,412	1,559
Notes receivable, current portion, net of allowance of $17,500, $22,500 and $22,500 in 2022, 2021 and 2020, respectively	96,448	234,868	241,445
Investments	-	499,980	-
Total current assets	2,092,037	2,468,825	1,775,850
Notes receivable, net of current portion	-	-	24,004
Property and equipment, net	269,368	189,714	193,027
Intangible assets, net	343,996	398,896	463,408
Other assets	50,000	50,000	49,999
Deferred tax asset	251,572	112,102	188,051
Total assets	$ 3,006,973	$ 3,219,537	$ 2,694,339

See accompanying notes to financial statements.

NEXTHOME, INC.
(A DELAWARE CORPORATION)
BALANCE SHEETS

AS OF SEPTEMBER 30,	2022	2021	2020
Liabilities and Stockholders' Equity			
Current liabilities:			
Accounts payable	$ 181,711	$ 88,069	$ 133,689
Accrued expenses	79,202	114,269	217,903
Deferred event and marketing revenue	479,665	317,493	84,886
Deferred revenue, current portion	467,531	389,488	28,500
Notes payable, current portion	193,420	171,715	486,590
Related party debt, current portion	31,916	27,768	24,160
Income taxes payable	184,986	195,715	-
Capital leases, current portion	12,593	20,030	33,475
Total current liabilities	1,631,024	1,324,547	1,009,203
Notes payable, net of current portion	267,587	373,035	754,226
Related party debt, net of current portion	20,739	55,797	80,497
Capital leases, net of current portion	-	24,309	81,002
Deferred revenue, net of current portion	793,531	750,449	-
Deferred tax liability	60,276	43,334	112,570
Total liabilities	2,773,157	2,571,471	2,037,498
Commitments and contingencies (see Notes)			
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	1,112,858	1,081,284	1,081,284
Accumulated deficit	(879,043)	(433,219)	(424,444)
Total stockholders' equity	233,816	648,066	656,841
Total liabilities and stockholders' equity	$ 3,006,973	$ 3,219,537	$ 2,694,339

See accompanying notes to financial statements.

NEXTHOME, INC.

(A DELAWARE CORPORATION)
STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED SEPTEMBER 30,	2022	2021	2020
Revenues:			
Royalty fees	$ 7,214,946	$ 6,246,181	$ 5,001,314
Technology fee and advertising fund, net of discounts	2,725,320	2,678,442	2,078,604
Conference sponsorships and tickets	1,228,602	155,383	701,027
Service fees	233,806	142,976	74,959
Initial franchise fees	443,463	388,283	491,063
Franchise renewal fees	218,967	192,960	194,415
Franchise transfer fees	22,945	24,024	33,150
Other income	295,493	281,449	204,612
Total revenues	12,383,542	10,109,698	8,779,144
Operating expenses:			
Compensation	6,760,340	5,316,205	4,518,174
Professional services	502,836	665,244	594,592
Depreciation and amortization	120,125	119,294	150,236
Interest expense	40,935	49,646	70,203
Selling expenses	773,017	596,027	479,856
Occupancy	404,939	368,566	351,561
Administrative	4,378,967	2,438,683	2,117,714
Bad debts	36,675	24,448	6,410
Total operating expenses	13,017,834	9,578,113	8,288,746
Other income (expense):			
Stock-based compensation	(31,574)	-	(2,768)
Legal settlements	-	-	(2,500)
Forgiveness of PPP Note	-	533,518	-
Interest income	52,785	4,278	3,381
Realized losses on investments	(43,005)	-	-
Gain on sale of property and equipment	18,035	16,758	-
Loss on disposal of intangibles	-	-	(441,121)
Total other income (expense), net	(3,759)	554,554	(443,008)
Net income (loss) before income taxes:	(638,051)	1,086,139	47,390
Income tax benefit (expense)	192,227	(279,535)	80,899
Net income (loss)	$ (445,824)	$ 806,604	$ 128,289

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, 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
Cumulative effect of adoption of FASB ASC 606	-	-	(815,379)	(815,379)
Net income	-	-	806,604	806,604
Balance, September 30, 2021	1	1,081,284	(433,219)	648,066
Stock-based compensation	-	31,574	-	31,574
Net loss	-	-	(445,824)	(445,824)
Balance, September 30, 2022	$ 1	$ 1,112,858	$ (879,043)	$ 233,816

See accompanying notes to financial statements.

NEXTHOME, INC.

(A DELAWARE CORPORATION)
STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30,	2022	2021	2020
Cash flows from operating activities:			
Net income (loss)	$ (445,824)	$ 806,604	$ 128,289
Adjustments to reconcile net income (loss)			
to net cash provided by (used in) operating activities			
Depreciation and amortization	120,125	119,294	150,236
Bad debt expense	36,675	24,448	6,410
Loss on disposal of intangibles	-	-	441,121
Gain on sale of property and equipment	(18,035)	(16,758)	-
Realized losses on sale of investments	43,005	-	-
Stock-based compensation expense	31,574	-	2,768
Deferred tax expense (benefit)	(122,528)	6,713	(90,579)
Forgiveness of PPP Note	-	(533,518)	-
Changes in operating assets and liabilities:			
Accounts receivable	(63,164)	(28,261)	(93,945)
Other receivables	(5,644)	831	(1,121)
Inventory	(9,063)	(2,853)	52
Prepaid expenses and other current assets	(148,579)	(172,495)	(96,273)
Other assets	-	(1)	50,001
Accounts payable	93,642	(45,620)	(54,005)
Accrued expenses	(35,067)	(103,634)	69,015
Income taxes payable	(10,729)	195,715	(19,700)
Deferred event and marketing revenue	162,172	232,607	(131,177)
Deferred revenue	121,125	296,058	(42,169)
Net cash provided by (used in) operating activities	(250,315)	779,130	318,923
Cash flows from investing activities:			
Issuance of notes receivable	-	-	(249,536)
Payments received on notes receivable	138,420	30,581	24,087
Purchase of property and equipment	(161,858)	(79,706)	(24,028)
Proceeds from sale of property and equipment	-	44,995	-
Net cash used in investing activities	(23,438)	(4,130)	(249,477)
Cash flows from financing activities:			
Proceeds from notes payable	-	-	533,518
Payments on notes payable	(170,791)	(162,548)	(150,847)
Proceeds from equipment notes	120,605	-	-
Payments on equipment notes	(14,956)	-	-
Payments on related party debt	(30,910)	(21,092)	(20,834)
Payments on capital lease obligations	(15,333)	(70,138)	(32,979)
Purchases of investments	(462,061)	(499,980)	-
Proceeds from sale of investments	919,036	-	-
Net cash provided by (used in) financing activities	345,590	(753,758)	328,858

See accompanying notes to financial statements.

NEXTHOME, INC.

(A DELAWARE CORPORATION)
STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30,	2022	2021	2020
Net increase in cash and cash equivalents	$ 71,837	$ 21,242	$ 398,304
Cash and cash equivalents, beginning of period	1,159,792	1,138,550	740,246
Cash and cash equivalents, end of period	$ 1,231,629	$ 1,159,792	$ 1,138,550
Non-cash investing and financing activities:			
Extinguishment of capital lease obligations in exchange for proceeds on long term debt	$ 16,414	$ -	$ -
Payments on equipment notes in exchange for residual value of capital asset	$ 18,600	$ -	$ -
Forgiveness of PPP Note	$ -	$ 533,518	$ -
Supplemental disclosures of cash flow information:			
Cash paid for interest	$ 40,935	$ 49,646	$ 70,203
Cash paid for income taxes	$ 6,779	$ 4,938	$ 179,130

See accompanying notes to financial statements.

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, 2022, there were 577 NextHome franchises in operation. Additionally, there are 24 NextHome franchises that have been sold but are not yet in operation at September 30, 2022.

As of September 30, 2021, there were 512 NextHome franchises in operation. Additionally, there were 29 NextHome franchises that have been sold but were not yet in operation at September 30, 2021.

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

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.

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

Fair Value Measurements Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 820, Fair Value Measurement and Disclosures ("ASC 820"), provides a framework for measuring fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs.

The standard describes a fair value hierarchy based on three levels of inputs that may be used to measure fair value.

The Company uses the following methods and assumptions to estimate the fair value of its financial instruments.

- Level 1 – Quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date;

- Level 2 – Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities;

- Level 3 – Discounted cash flow analysis using unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. For the Company's investments in mutual funds, fair value is determined using quoted market prices and measured at fair value on a recurring basis.

Investments The Company has a diverse portfolio of investments in mutual funds. The classification of those securities and the related accounting policies are based on the following:

- Trading securities – Trading securities are held for resale in anticipation of short-term fluctuations in market prices. Trading securities, consisting primarily of actively traded equity and debt securities, are stated at fair value. Realized and unrealized gains and losses are included in income.

- Held-to-maturity – Held-to-maturity securities consist solely of debt securities that an entity has the positive intent and ability to hold to maturity and are stated at amortized cost.

- Available-for-sale securities – Available-for-sale securities consist of debt securities and marketable equity securities that are not classified as trading securities or held-to-maturity. These available-for-sale securities are held in the custody of a major financial institution. Available-for-sale securities are stated at fair value, and unrealized holding gains and losses are reported as a separate component of other comprehensive income.

As of September 30, 2022, the Company does not have investments. As of September 30, 2021, all securities held by the Company were classified as available-for-sale. As of September 30, 2020, the Company did not have investments. Realized gains and losses are accounted for on the specific identification method. Unrealized gains and losses on investment securities classified as available-for-sale are included as a component of comprehensive income. There were no unrealized gains and losses for the years ended September 30, 2022, 2021 and 2020.

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, 2022, 2021 and 2020, the allowance for doubtful accounts amounted to $54,500, $13,650 and $40,212, respectively.

Inventories Inventories 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 earnings.

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 original principal 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. The note had an original maturity date of March 31, 2022. On March 29, 2022 and September 16, 2022, the note receivable was amended to extend the maturity date to May 31, 2022 and May 31, 2023, respectively. Management regularly reviews the collectability of the notes and records an allowance if necessary. The allowance for notes receivable amounted to $17,500, $22,500, and $22,500 at September 30, 2022, 2021 and 2020, respectively.

Impairment of Long-Lived Assets In accordance with FASB 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, 2022, 2021 and 2020.

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, 2022, 2021 and 2020.

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.

Deferred Revenue 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 related to franchisee's payments of franchise fees as of September 30, 2022, 2021 and 2020 was $1,261,062, $1,139,937, and $28,500, respectively.

The activity in the Company's deferred revenue accounts during the year ended September 30, 2022 consists of the following:

	Deferred Revenue
Balance, October 1, 2021	$ 1,139,937
Revenue recognized during the fiscal year	(685,375)
New deferrals during the fiscal year	806,500
Balance, September 30, 2022	$ 1,261,062

Revenue Recognition Revenue is recognized in accordance with FASB ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"). The underlying principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects that it will be entitled to receive in exchange for those goods or services. Under ASC 606, revenue is recognized when control of the promised goods or services transfers to the customer as determined by applying a five-step process consisting of:

Step 1: Identification of the customer contracts
Step 2: Identification of the performance obligations in the contracts
Step 3: Determination of the transaction price
Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
Step 5: Recognition of revenue when, or as, each of the identified performance obligations is satisfied

Results for reporting periods beginning after September 30, 2020 are presented under ASC 606, while prior period amounts are not adjusted and continue to be reported under ASC 952-605.

In accordance with ASC 606, the initial franchise services are not distinct from the continuing rights and services offered during the term of the franchise agreement and therefore will be treated as a single performance obligation together with the continuing rights and services. As such, initial franchise fees and renewal fees received are recognized over the term of the franchise agreement or renewal period and any unamortized portion are recorded as deferred revenue in the accompanying balance sheets. The Company has other performance obligations associated with contracts with customers for marketing in service fee revenue. The method used to measure progress is over the passage of time for service fee revenue.

The Company generates a majority of its revenue from contracts with customers. The following are the Company's primary sources of revenues:

- ***Initial Franchise Fees*** Upon entering into a franchise agreement, the Company charges an upfront initial franchise fee for providing initial and ongoing training, assistance with site selection, and orientation, among other things. Under the new revenue standard, the initial franchise fees are considered to be a part of the license of symbolic intellectual property, which is now recognized over the contractual term of the Franchise Agreement. 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 $4,250 to $8,750 for the use of the NextHome name for a term of either one year or five years with renewal options. The Company collects initial franchise fees when franchise agreements are signed. Initial franchise fees included in revenues for the years ended September 30, 2022, 2021 and 2020 were $443,463, $388,283 and $491,063, respectively.

- ***Renewal and Transfer Franchise Fees*** Subject to the Company's approval and payment of a renewal fee, a franchisee may generally renew its agreement upon its expiration. Such renewal franchise fees are recognized on a straight-line basis over the term of the renewal period. Renewal franchise fees included in revenues for the years ended September 30, 2022, 2021 and 2020 were $218,967, $192,960 and $194,415, respectively.

  Upon approval of the Company, if a franchisee transfers its franchise rights to another franchisee, the transfer fee received by the Company is recognized on a straight-line basis over the remaining term. Transfer franchise fees included in revenues for the years ended September 30, 2022, 2021 and 2020 were $22,945, $24,024 and $33,150, respectively.

- ***Ongoing Franchise Royalties*** 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. The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property and all other services the Company provides. The revenue from ongoing franchise fees is recognized as earned on a monthly basis as the performance obligation related to these fees is satisfied over time as the Company fulfills its obligations under the franchise agreement. Franchise royalties revenue for the years ended September 30, 2022, 2021 and 2020 amounted to $7,214,946, $6,246,181 and $5,001,314, respectively.

- ***Technology Fee*** The Company charges a technology fee of $90, for a one-year term, or $80, 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.

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, 2022, 2021 and 2020, the Company recognized revenue from vendor revenue share of $78,283, $177,666, and $66,327, respectively. Vendor revenue share is recognized when earned and is included in other income on the accompanying statements of operations.

Advertising and Promotional Expenses Advertising and promotion costs are expensed as incurred. Advertising and promotional expenses for the years ended September 30, 2022, 2021 and 2020 amounted to $420,491, $258,060 and $164,315, 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%.

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, 2022, 2021 and 2020, 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, 2022, 2021 and 2020, 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 2020 and 2021 have been reclassified to conform with the 2022 presentation.

Recently Issued Accounting Pronouncements In February 2016, the FASB issued Accounting Standards Update ("ASU") 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 2023 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, 2022, 2021 and 2020, no franchisees accounted for more than 10% of total accounts receivable. At September 30, 2022, 2021 and 2020, one third party accounted for more than 10% of total notes receivable.

4. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

At September 30,	**2022**	**2021**	**2020**
Computers and equipment	$ 282,033	$ 251,354	$ 171,649
Vehicles	205,087	142,312	212,905
Furniture and fixtures	93,547	82,874	82,874
Leasehold improvements	29,978	29,978	29,978
	610,645	506,518	497,406
Less: accumulated depreciation and amortization	(341,277)	(316,804)	(304,379)
Total	$ 269,368	$ 189,714	$ 193,027

For the years ended September 30, 2022, 2021 and 2020, depreciation and amortization expense amounted to $65,225, $54,782 and $70,513, respectively.

5. INTANGIBLE ASSETS

Definite-lived intangible assets consist of the following:

At September 30,	2022	2021	2020
RWNC intranet system software	$ 750,000	$ 750,000	$ 750,000
NextHome trademark	26,172	26,172	26,172
Server licenses	28,837	28,837	28,837
Domain names	38,673	38,673	38,673
	843,682	843,682	843,682
Less: accumulated amortization	(499,686)	(444,786)	(380,274)
Total	$ 343,996	$ 398,896	$ 463,408

For the years ended September 30, 2022, 2021 and 2020, amortization expense amounted to $54,900, $64,512, and $79,723, 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.

Future amortization of definite-lived intangibles as of September 30, 2022 is as follows:

Years Ending September 30,	Amount
2023	$ 64,510
2024	53,364
2025	50,000
2026	50,000
2027	50,000
Thereafter	76,122
Total	$ 343,996

6. NOTES PAYABLE

On May 13, 2014, 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, 2022, 2021 and 2020, the interest rate was 7.25%, 5.50% and 5.50%, respectively. At September 30, 2022, 2021 and 2020, the amounts outstanding under the promissory note amounted to $373,960, $544,750 and $707,298, 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 "PPP Note"). The principal amount of $533,518 bore interest at the rate of 1.00% per annum and had a maturity date of two years from the date of the first disbursement. On June 22, 2020, the PPP Note was amended to change the maturity date to be two years from the

date of the note. No payments were due during the first six months from the date of the first disbursement. On May 22, 2021, the Company received full forgiveness for the PPP Note and derecognized the liability of $533,518 and recorded it as other income during the year ended September 30, 2021.

On April 13, 2022, the Company entered into an equipment loan payable for principal borrowings of $120,605. The equipment loan payable requires monthly interest and principal payments of $1,572, commencing May 28, 2022 until its maturity on April 28, 2028. The equipment loan payable bears interest at a rate of 6.99% per annum.

At September 30, 2022, required principal payments on the notes payable are as follows:

Years Ending September 30,		**Amount**
2023	$	193,430
2024		207,893
2025		15,180
2026		16,276
2027		17,451
Thereafter		10,777
Total	$	461,007

Interest expense related to the notes payable amounted to $30,271, $34,844 and $50,496 for the years September 30, 2022, 2021 and 2020, respectively.

7. PROFIT SHARING PLAN

The Company maintains a 401(k) profit sharing plan covering all eligible employees. For the years ended September 30, 2022, 2021 and 2020, the Company made discretionary contributions amounting to $195,203, $159,811 and $126,883, respectively.

8. 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 with the filing of the Restated Certificate, each outstanding share of Common Stock will be subdivided and split into 1,000 shares of Common Stock with a par value $0.0000001 per share. As of September 30, 2022, 2021 and 2020, 1,000,000 shares of Common Stock were issued and outstanding.

9. STOCK-BASED COMPENSATION

The Company provides for grants of incentive stock options and non-statutory stock options to certain key employees.

During the year ended September 30, 2022, the Company granted options for up to a total of 99,768 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 years ended September 30, 2021 and 2020. The fair value of options granted during the year ended September 30, 2022 was estimated on the grant dates using the following weighted-average assumptions:

	2022	2021	2020
Risk-free interest rate	3.59%	0%	0%
Average expected life of options	6.50 years	-	-
Volatility	44.24%	0%	0%
Expected dividend yield	0%	0%	0%

A summary of the option activity as of September 30, 2022, 2021 and 2020 and the changes during the years then ended are presented below:

	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
Granted	-	$	-	-
Exercised	-	$	-	-
Forfeited/cancelled	-	$	-	-
Balance, September 30, 2021	162,792	$	4.29	8
Granted	99,768	$	9.04	10
Exercised	-	$	-	-
Forfeited/cancelled	-	$	-	-
Balance, September 30, 2022	262,560	$	6.09	9

A summary of unvested options as of September 30, 2022, 2021 and 2020, 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	-	$ -
Granted	-	$ -
Vested	-	$ -
Forfeited/cancelled	-	$ -
Unvested as of September 30, 2021	-	$ -
Granted	99,768	$ 4.46
Vested	(7,077)	$ (4.46)
Forfeited/cancelled	-	$ -
Unvested as of September 30, 2022	92,691	$ 4.46

The Company recognized stock-based compensation expense of $31,574 for the year ended September 30, 2022. The Company did not recognize stock-based compensation expense for the year ended September 30, 2021. The Company recognized stock-based compensation expense of $2,768 for the year ended September 30, 2020. With respect to the stock options granted to employees, the Company had 92,691 unvested shares and $413,565 of unrecognized compensation expense related to the stock options as of September 30, 2022.

10. 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.

On November 12, 2020, the Company entered into a lease agreement for a vehicle. The lease agreement requires 36 monthly payments of principal and interest of $1,731. The lease agreement ends on October 11, 2023.

On April 18, 2022, the Company entered into a month-to-month lease agreement for office space in Simi Valley, California with a related party for monthly payments of $1,400.

Rent expense for the years ended September 30, 2022, 2021, and 2020 amounted to $339,088, $311,943 and $302,079, respectively.

Minimum future lease payments under the non-cancelable operating lease agreements as of September 30, 2022 are as follows:

Years Ending September 30,		Amount
2023	$	336,136
2024		215,953
Total	$	552,089

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 $84,580, $142,312, and $212,905 as of September 30, 2022, 2021, and 2020, respectively. The leased equipment is depreciated over the life of the leases. Accumulated depreciation of the leased equipment amounted to approximately $148,000, $131,000, and $105,000 as of September 30, 2022, 2021, and 2020, respectively. Depreciation of assets held under capital leases amounted to approximately $17,000, $26,000, and $48,000 for the years ended September 30, 2022, 2021, and 2020, respectively. Interest expense related to the capital leases amounted to $252, $1,226, and $2,997 for the years September 30, 2022, 2021, and 2020, respectively.

Future minimum lease payments due under the remaining capital lease is as follows:

Year Ending September 30,		Amount
2023	$	12,593
Total		12,593
Less: current portion		(12,593)
Less: imputed interest		-
Capital lease obligations, net of current portion	$	-

Litigation The Company in its normal course of business may be involved in various legal claims, legal procedures and complaints. Management believes, based on the advice of legal counsel, that there are no proceedings, either threatened or pending, that could result in a material adverse effect on the results of operations or the financial position of the Company.

Software and Service Agreement On June 15, 2021, the Company entered into a software and service agreement (the "Agreement") with a third-party, commencing on October 1, 2021 for an initial term of sixty months, expiring on September 30, 2026. The Agreement will automatically renew at the end of the sixty months for an additional twelve months unless the Company provides a written cancellation notice at least sixty days prior to the end of the initial term. The agreement requires monthly subscription fees that amount to $24,000, $45,000 and $90,000 beginning October 1, 2021, July 1, 2022 and April 1, 2023, respectively.

11. RELATED PARTY TRANSACTIONS

On December 12, 2016, the Company entered into two loan agreements payable to 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,

2022, 2021 and 2020 the remaining balance of the loans with the stockholders amounted to $52,655, $83,565 and $104,657, respectively.

At September 30, 2022, required principal payments on the related party debt are as follows:

Years Ending September 30,	Amount
2023	$ 31,916
2024	20,739
Total	$ 52,655

Interest expense related to related party debt amounted to $9,962, $13,570, and $16,710 for the years ended September 30, 2022, 2021, and 2020, respectively.

On September 16, 2022, the Company and an entity entered into a joint venture agreement for NextHome Concierge, LLC ("Concierge"), a Delaware limited liability company. The Company has 50% membership interest in Concierge. There were no capital contributions made by the Company into Concierge during the year ended September 30, 2022 and Concierge's operations are expected to commence in March 2023.

12. INCOME TAXES

The provision (benefit) for income taxes for the years ended September 30, 2022, 2021 and 2020 is as follows:

September 30,	2022	2021	2020
Current:			
Federal	$ (84,897)	$ 249,495	$ -
State	19,312	28,670	800
Total current	(65,585)	278,165	800
Deferred:			
Federal	(114,657)	(27,236)	(52,709)
State	(11,985)	28,606	(28,990)
Total deferred	(126,642)	1,370	(81,699)
Provision (benefit) for income taxes	$ (192,227)	$ 279,535	$ (80,899)

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, 2022, 2021 and 2020 are as follows:

As of September 30,	2022	2021	2020
Deferred tax assets (liabilities):			
Property and equipment, net	$ (53,631)	$ (42,807)	$ (42,461)
Intangibles, net	14,807	14,902	10,942
Accounts receivable	-	-	(39,190)
Prepaid expenses	-	-	(30,919)
Accounts payable	-	-	105,884
Stock-based compensation	52,442	44,280	54,585
Net operating loss carryforward	105,046	(527)	12,668
Other	72,632	52,920	3,972
Total deferred tax assets (liabilities)	191,296	68,768	75,481
Less: valuation allowance	-	-	-
Net deferred tax assets (liabilities)	$ 191,296	$ 68,768	$ 75,481

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, 2022, 2021 and 2020.

As of September 30, 2022, the Company had federal and state NOL carryforwards in the amount of approximately $97,000 and $8,000, respectively. The federal NOL generated carryforward indefinitely. The state NOL carryforwards expire starting in 2038.

13. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred from October 1, 2022 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, except for the matter described below.

On October 23, 2022, the Company entered into a redemption agreement with a shareholder who was previously granted 250,000 shares (the “Redeemed Shares”) of the Company. In accordance with the agreement, the Company agreed to redeem from the shareholder the Redeemed Shares in exchange for cash in the amount of $1,372,500. In conjunction with the agreement, the Company submitted a payment of $75,000 to the shareholder and entered into a promissory note for the remaining balance of $1,297,500, which shall be payable in 120 equal consecutive monthly installments of $15,233 beginning on November 1, 2022 and every month thereafter until October 2032 (the “Maturity Date”). Upon the Maturity Date, all amounts, including principal and unpaid interest are due.

NextHome, Inc.

LIST OF CURRENT AND FORMER FRANCHISEES

EXHIBIT D
to *NextHome* Franchise Disclosure Document

LIST OF FRANCHISEES AS OF SEPTEMBER 30, 2022

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 Heritage	2700 Corporate Drive, Suite 200	Birmingham	AL	35242	205.225.9450	S. C. Tinney Holdings LLC Attn: Sean Tinney
NextHome Limitless Realty	204 9th Street SW	Cullman	AL	35055	256.841.6767	Limitless Realty, LLC Attn: Stacey Smith
NextHome Gulf Coast Living	19605 S Greeno Road	Fairhope	AL	36532	251.501.4501	S3 Enterprises, LLC Attn: Virginia Stopa, Clayton Stopa, Amy Slade
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 Nexus Realty	8436 Crossland Loop, Suite 207	Montgomery	AL	36117	334.245.0811	Westry Deng LLC Attn: Tameka Westry, Yun Deng
NextHome Sunset Realty	4830 Main St, G-206	Orange Beach	AL	36561	251.615.1237	TCH Realty, LLC Attn: Shannon Higginbotham, Christie House Theaux, Joy Cobert
NextHome NWA Pro Realty	1401 SW 14th Street, Suite 3	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	447 Southwest Dr	Jonesboro	AR	72401	479.316.3427	BHB Property Advisors, LLC Attn: Tommy Hendrix-Brown, Remington Hendrix-Brown, Ashley Bowie, Tammie Brown
NextHome Premier Realty	2621 West Main Street, Suite 11	Russellville	AR	72801	479.567.5190	EBI Realty, LLC Attn: Emily Daniel, Billy Daniel
NextHome Legacy	2425 S Stearman Dr, Suite 210	Chandler	AZ	85286	480.405.3200	Satoshi, LLC Attn: Edward Roach, Jennifer Wang
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, Ste A2-470	Chandler	AZ	85248	480-621-6828	Omni Arizona, LLC Attn: Craig Akers, Stacey Akers
NextHome Elite Realty	1130 N Val Vista Dr, Suite 104	Mesa	AZ	85213	480.201.5622	Elite Realty Venture, LLC Attn: Stacy Mills, Sandra Hershey
NextHome Prime Real Estate	625 W Southern Ave, Suite 18	Mesa	AZ	85210	608.632.1043	Olerud Real Estate Group Corp. Attn: Garrick Olerud
NextHome Complete Realty	3101 N Central Ave, #A217	Phoenix	AZ	85012	520.250.9710	Revolution Real Estate, LLC Attn: Maria Serino, James Snodgrass
NextHome Alliance	22246 S Ellsworth Road	Queen Creek	AZ	85142	480.382.4603	HomeTech Realty, LLC. Attn: Christopher Benson, Scott Baglien
NextHome Complete Realty	15585 S Via Puente Azul	Sahuarita	AZ	85629	520.250.9709	Revolution Real Estate, LLC Attn: James Snodgrass, Maria Serino

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NextHome City To City	6930 E Exeter Blvd	Scottsdale	AZ	85251	480.570.3330	Maymar Investments, LLC. Attn: Gary May, Cindy May
NextHome Complete Realty	14145 N 92nd Street	Scottsdale	AZ	85260	520.250.9709	Revolution Real Estate, LLC Attn: Maria Serino, James Snodgrass
NextHome Modern Market	18291 N Pima Road, Ste 110-399	Scottsdale	AZ	85255	2096126069	Modern Market Realty LLC Attn: Clare LeForce
NextHome Complete Realty	236 S Scott Avenue, #101	Tucson	AZ	85701	520.250.9710	Revolution Real Estate, LLC Attn: James Snodgrass, Maria Serino
NextHome Atlas Realty	30101 Agoura Ct, Suite 203	Agoura Hills	CA	91301	(818) 796-2100	Atlas Realty Advisors, Inc. Attn: Bert Haboucha
NextHome Global Realty	329 S Palm Ave	Alhambra	CA	91803	626.416.3188	Sobo Global Corporation Attn: Connie Hong
NextHome Utica Properties	1239 S Main Street, PO Box 970	Angels Camp	CA	95222	209.736.9595	JT Utica, Inc. Attn: Tamara Dillashaw, Jeffrey Rasmussen
NextHome Masters	4115 E Live Oak Ave, Suite 6	Arcadia	CA	91006	626.600.3050	Home Loan Pros Inc Attn: Henry Moranchel
NextHome Team-System	PO Box 212	Arroyo Grande	CA	93421	805.668.4400	Team-System Corp Attn: Reginald Johnson
NextHome Apex Realty	11879 Kemper Rd	Auburn	CA	95603	530.235.5080	Bautista Group Attn: Damian Bautista
NextHome Town & Country	100 Cortona Way, Suite 150	Brentwood	CA	94513	925.383.5590	Pigati Inc. Attn: Anthony Pigati
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 North Valley Realty	641 Flume	Chico	CA	95928	530.717.0579	Jacob Darr and Casey Smyth Attn: Jacob Darr, Casey Smyth
NextHome Coastal Premier	330 Palomar St, #A5	Chula Vista	CA	91911	619.779.9648	CGT Group Inc Attn: Guillermo Tapia
NextHome CenCal	55 Shaw Avenue, Suite 102	Clovis	CA	93612	(559) 540-2300	Nala Enterprises, Inc. Attn: Laura Fraser, Anthony Fraser
NextHome Findly Estates	1101 California Avenue, #100	Corona	CA	92881	951.217.0111	America's Alternative Realty, Inc Attn: Dennis Findly
NextHome Free	387 Magnolia Ave, Suite 103-208	Corona	CA	92879	909.816.8285	Trademark Mortgage, Inc Attn: James Free
NextHome First Choice Realty	1590 Adams Ave, #1914	Costa Mesa	CA	92628	714.979.9988	God I'm Happy Attn: David Kline Lovett
NextHome Cornerstone Real Estate	2624 Emerald Bay Dr	Davis	CA	95618	530.304.0918	Gold and Associates Real Estate, Inc. Attn: Cory Gold
NextHome Nest Broker	1730 E Holly Avenue	El Segundo	CA	90245	323.708.3702	Nest Broker, Inc. Attn: Bitania Girma, Anteneh Dejene
NextHome Sunrise Real Estate	7537 Kreth Road	Fair Oaks	CA	95628	916 390 7533	John Leon David Attn: John David

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NextHome Premier Properties	50 Iron Point Circle, Suite 140	Folsom	CA	95630	916.996.8466	Corey Rasmussen Attn: Corey Rasmussen
NextHome Lincoln Way	7390 Lincoln Way, Suite 800	Garden Grove	CA	92841	714.367.5125	1 Lincoln Way, Inc. Attn: Richard Seong
NextHome Wealth Builders	12071 Nutwood Street	Garden Grove	CA	92840	714.679.3690	KT Wealth Builders Attn: Khoa Ha
NextHome Grandview	1040 W Kenneth Road, Unit 1	Glendale	CA	91202	818.858.5026	Grandview Realty, INC. Attn: Michael Zargarian
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	9164256365	S & D Mitch Enterprises, Inc. Attn: Debbie Mitchell
NextHome Generations	3286 Arden Road	Hayward	CA	94545	510-625-8900	JAE HOLDINGS, INC Attn: Jerry Tran
NextHome Strategies	PMB 234, 1760 Airline Highway, Suite F	Hollister	CA	95023	831.313.3147	Scherer Strategies, Inc. Attn: Barbara Douglass-Scherer, Mark Scherer, Sr.
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 Grandview	3069 Foothill Blvd	La Crescenta	CA	91214	818.858.5026	Grandview Realty, INC. Attn: Michael Zargarian
NextHome Solutions	1968 South Coast HWY, Suite 1007	Laguna Beach	CA	92651	949-554-9110	JWP, INC Attn: Jeffrey Petsche
NextHome Yvette Sloan	120 3rd Street	Lakeport	CA	95453	707-355-2171	Sloan Group, Inc. Attn: Bruce Sloan, Yvette 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 Element Realty	29169 Heathercliff Road, Suite 211	Malibu	CA	90265	818.237.9426	Element Realty, Inc. Attn: John Jackson
NextHome Mammoth Lakes	PO Box 7407	Mammoth Lakes	CA	93546	760-260-8500	Resort Property Realty, Inc. Attn: Eric Leach
NextHome Campbell Realty	417 4th Street	Marysville	CA	95901	530-301-3164	W.S. Coin Inc. Attn: Melia Campbell
NextHome Yvette Sloan	21037 Calistoga Road, Suite 1	Middletown	CA	95461	707-987-2003	Sloan Group, Inc. Attn: Yvette Sloan, Bruce Sloan
NextHome Coastal	23456 Madero, Suite 240	Mission Viejo	CA	92691	949-419-2900	Beneficial Realty Group, Inc. Attn: Marlene Waterhouse, Tina Hartman
NextHome Progressive	1105 Kansas Avenue	Modesto	CA	95351	209-505-8679	Curtis Green Attn: Curtis Green
NextHome Findly Estates	26341 Jefferson Avenue, Unit H	Murrieta	CA	92562	951.217.0111	America's Alternative Realty 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	626-255-4939	CREA Realty Group, Inc. Attn: Sal Torres

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NextHome Inclusive Realty	1000 Town Center Drive, Suite 300	Oxnard	CA	93036	805.293.1130	Vasileio Ventures, Inc. Attn: Afolabi Olaleye
NextHome Select Realtors	74-710 Hwy 111, Suite 102	Palm Desert	CA	92260	760.218.7936	Trevino California Homes & Land Attn: Daniel Trevino
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	(800) 429-2081	CREA Realty Group, Inc. Attn: Sal Torres
NextHome Southland	19360 Rinaldi St, #547	Porter Ranch	CA	91326	866.417.0890	Ruby Red Ventures Attn: Armen Alagoz, Abit Uygan
NextHome Champion Elite	10980 Arrow Rte #104	Rancho Cucamonga	CA	91730	909.360.2773	SRI Realty Group Attn: Stephanie Velez
NextHome Cedar Street Realty	426 Folsom Road	Roseville	CA	95678	916-550-9616	Cedar Street Realty Attn: Sherry Montalvo, Amy Rivers
NextHome Select	3017 Douglas Blvd, Suite 300	Roseville	CA	95661	916.698.7005	Renovest, Inc. Attn: Jason Lewis
NextHome Sterling	7500 Elsie Avenue, Suite 105	Sacramento	CA	95828	916-206-1820	Sterling Real Estate Attn: Amandeep Singh
NextHome Thrive	473 Carnegie Dr, Suite 200	San Bernardino	CA	92408	909.648.1118	Wells Real Estate Attn: LaSonya Wells, Wardell Wells
NextHome United	10620 Treena Street, Suite 230	San Diego	CA	92131	619.208.0000	San Diego Home Team Inc. Attn: Timothy Ney
NextHome Lifestyles	1975 Hamilton Avenue, #36	San Jose	CA	95125	(408) 377-2299	Eagle Home Group, Inc. Attn: Brad Gill
NextHome Novel Real Estate	722 E Main Street, Suite 106	Santa Maria	CA	93454	805-614-7000	CRI, Inc. Attn: Gabriel Fernandez
NextHome Wine Country Premier	1410 Neotomas Ave, Suite 110	Santa Rosa	CA	95405	707.703.1771	MGV Partners, Inc. Attn: Teri Villeggiante, Eric Goldschlag, Marnie Goldschlag
NextHome West Realty	1198 Pacific Coast Hwy, Ste D262	Seal Beach	CA	90740	562.357.7768	The Batiz Group Attn: Stephen Batiz
NextHome Element Realty	21 W Easy Street, Suite 103	Simi Valley	CA	93065	818-237-9426	Element Realty, Inc. Attn: John Jackson
NextHome Team Link Realtors	754 Trail Rock Court	Simi Valley	CA	93065	805-587-3688	Team Link Realtors, Inc. Attn: Emily Link
NextHome Preferred Properties	988 Fredensborg Canyon Rd, Suite E	Solvang	CA	93463	805-708-6400	Decker Realty, Inc. Attn: Steve Decker
NextHome Nexus	110 N San Joaquin Street, Suite 200	Stockton	CA	95202	650.670.2490	Toguna Realty Inc. Attn: Steven Jackson
NextHome Realty Source One	41743 Enterprise Circle North, Ste 201	Temecula	CA	92590	951.970.0542	Realty Source One, Inc Attn: Nikki Aguirre
NextHome Central Valley	735 E Main St	Turlock	CA	95380	209.620.8007	CMRE CORP. Attn: Francisco Cuevas
NextHome Family Tree Realty	411 Davis Street, 2nd Floor	Vacaville	CA	95688	707.689.0392	SSMS, Inc. Attn: Shawn Mills

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NextHome Real Estate Rockstars	28009 Smyth Dr, Suite 200	Valencia	CA	91355	661.877.1929	CZSCV, Inc. Attn: Cherrie Brown
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 True North Realty	502 S Willis Street	Visalia	CA	93277	559-282-3233	The Flores Group Real Estate Services, Inc. Attn: Ernest Flores
NextHome Living	8033 West Sunset Blvd, #954	West Hollywood	CA	90046	832.769.5801	Robyn Jones Homes, LLC Attn: Alvin Jones, Robyn Jones
NextHome Oak Summit	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	115 Wilcox Street, Suite 220	Castle Rock	CO	80104	(303) 364-1300	Front Range Premier Realty, LLC Attn: Tyler Scott
NextHome Summit Group	832 Good Hope Dr	Castle Rock	CO	80108	303.386.4435	Live Green Real Estate, Inc. Attn: Darla Greenwaldt
NextHome Infinity	PO Box 461911	Centennial	CO	80046	720.975.4663	Montalvo Realty Group LLC Attn: Steve Montalvo, Cecilia Montalvo, Magdalena Montalvo, Alfonso Montalvo
NextHome Altitude	PO Box 17427	Denver	CO	80217	303.489.2127	NamaStay Realty, LLC Attn: Rob Barber, John McHugh
NextHome Rocky Mountain Realty & Rentals	361 S Camino Del Rio, #214	Durango	CO	81303	970-731-5515	Trinity Bella Properties, Inc. Attn: Ricardo Riojas, Britney Chaisson
NextHome Fusion Realty	3336 Arapahoe Road, B-159	Erie	CO	80516	303.888.0234	Fusion Real Estate Solutions LLC Attn: Tamara Stodder
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 Virtual	2524 W Pinyon Ave	Grand Junction	CO	81505	970.258.9300	Elevate Real Estate, LLC Attn: Shawn Carroll
NextHome Grand	11011 Highway 65	Mesa	CO	81643	970.314.3920	Indy, LLC Attn: Nathalie Ames
NextHome Virtual	15402 6260 Rd	Montrose	CO	81403	970.258.9300	Elevate Real Estate, LLC Attn: Shawn Carroll
NextHome Venture Properties	11990 Grant St, Suite 550	Northglenn	CO	80233	303-909-7011	Venture Properties, LLC Attn: Jeanette Brown
NextHome Rocky Mountain Realty & Rentals	56 Talisman Drive #2	Pagosa Springs	CO	81147	970.507.8655	Supercalifragilisticexpialidocious Inc. Attn: Sandra Cleveland, Ricardo Riojas
NextHome Mountain Properties	1120 S Lincoln Ave, Suite C1	Steamboat Springs	CO	80487	970.819.4897	Succession Real Estate, LLC Attn: Angela Ashby
NextHome Elite Realty	7A Pasco Dr	East Windsor	CT	06082	413.330.7343	Elite Realty Services, LLC Attn: Chad Lynch
NextHome Real Estate Services	8 Wright St, Ste 107	Westport	CT	06880	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 Attn: Bobbi Slagle

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NextHome Tomorrow Realty	20028 John J Williams Hwy	Lewes	DE	19958	302.601.4171	Bee Wise, LLC Attn: ErinAnn Beebe, Craig Beebe
NextHome Arrowsmith Realty	175 E Main Street, Suite 104	Apopka	FL	32703	407-992-8955	Arrowsmith Realty, Inc. Attn: Natalie Arrowsmith
NextHome Diversified	1626 West Orange Blossom Trail, #1038	Apopka	FL	32712	3219140014	AK Diversified Services, LLC Attn: Anita Kelly
NextHome Today	980 North Federal Hwy #110	Boca Raton	FL	33432	561.702.4067	Andrew Newman, Inc. Attn: Andrew Newman
NextHome Coast2Coast	9990 Coconut Road, #205	Bonita Springs	FL	34135	239.287.5573	Go McGuire, Inc. Attn: Suzanne McGuire
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 On The Water	5309 San Palermo Drive	Bradenton	FL	34208	941.242.3686	Puckett Properties LLC Attn: Evan Puckett
NextHome Advisors	1222 SE 47th Street, Suite 222	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 Casa Terra Realty	4103 NW 58th Dr	Coconut Creek	FL	33073	201.788.2896	Casa Terra Realty Group, LLC Attn: Sandra Terranova
NextHome Merrick Realty Group	4649 Ponce de Leon Blvd, Suite 301	Coral Gables	FL	33146	305.661.3879	Merrick Realty Group, Inc Attn: Carlos Plana, Robert Pelier
NextHome with Prosperity	7430 Wiles Rd	Coral Springs	FL	33067	954-510-9214	Prosperity 4 Homes, LLC Attn: Denise Parrish-Gonzalez, Giovanni Gonzalez
NextHome Heroes Choice Realty	756 Industrial Drive	Crestview	FL	32539	850.685.3654	Tina Maples P.A. Attn: Tina Maples
NextHome At The 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	430 Summerhaven Drive, #200	DeBary	FL	32713	386.204.6398	TSC Legacy, Inc. Attn: Teresa Saraco Cole
NextHome Realty Pros	301 N Pine Meadow Drive	DeBary	FL	32713	386.668.2626	Central Florida Home Pros, LLC Attn: Peter Kurkjian, John MacFarlane
NextHome All American	138 W New York Ave, Suite 6	DeLand	FL	32720	386.204.6398	TSC Legacy, Inc. Attn: Teresa Saraco Cole
NextHome Cornerstone Realty	1221 Airport Rd, Suite 208	Destin	FL	32541	850.218.4511	Cornerstone Realty NWF, LLC Attn: Dana Topel
NextHome Collins Realty	1851 Golden Eagle Way, Suite 40	Fleming Island	FL	32003	904.830.4094	Collins Realty Services, Inc. Attn: Michael Collins, sandra Collins
NextHome Advisors	1400 Colonial Blvd, Suite 65	Fort Myers	FL	33907	239-931-9779	Platinum Elite Realty, LLC Attn: Jason Jakus
NextHome Treasure Coast	101 N US HWY 1, Suite 110	Fort Pierce	FL	34950	833.435.5635	R&CHTC, LLC Attn: Cristi Hernandez, Karen Luther
NextHome Cornerstone Realty	PO Box 1116	Freeport	FL	32439	850.218.4511	Cornerstone Realty NWF, LLC Attn: Dana Topel

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NextHome Realty Professionals	2201 Wilton Drive, Suite 2	Ft. Lauderdale	FL	33305	954.564.0028	954 Realty, LLC Attn: Barry Dunn
NextHome South Pointe	4915 NW 43rd Street	Gainesville	FL	32606	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
NextHome Presidential Realty	1001 N Federal Hwy, Suite 313	Hallandale Beach	FL	33009	954.965.9991	Presidential Realty Group, Inc Attn: Laura Solis
NextHome Real Estate Global Services	4160 W 16 Ave, #405	Hialeah	FL	33012	305.896.4251	Real Estate Global Services LLC Attn: Yanepsy Santos
NextHome Gulf Coast	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	904.747.NEXT (6398)	Andrew J. Bell, LLC Attn: Andrew Bell
NextHome First Coast	13475 Atlantic Blvd, Unit 8, Suite M103	Jacksonville	FL	32225	904.712.0081	North Florida Real Estate LLC Attn: Stephanie Sanalila, Alfred Sanalila
NextHome Gateway Realty	725 SE Baya Drive, Suite 107	Lake City	FL	32025	386.478.7393	Leigh Ann Mills Realty, LLC Attn: Leigh Ann Mills, Richard Terry Mills
NextHome Diamond Properties	255 Primera Blvd #160	Lake Mary	FL	32746	321.356.1222	Christine Gerardi LLC Attn: Christine Gerardi
NextHome My Way	600 Rinehart Road, Suite 2038	Lake Mary	FL	32746	(407) 554-4545	Real Estate Solutions Team FL, LLC Attn: JohnPaul Vazquez Sepulveda, Angel Pabon
NextHome Casa Bella Elite	8130 Lakewood Main Street, Suite 103	Lakewood Ranch	FL	34202	813-726-5646	SWFL-Living, LLC Attn: Loren Rosenthal, Angela Rosenthal
NextHome Dreams	11049 Gatewood Drive	Lakewood Ranch	FL	34211	(941) 212-0491	Dreams Real Estate Company Inc. Attn: Andrew Moore
NextHome Real Estate Perfection	9015 Town Center Pkwy, Suite 138	Lakewood Ranch	FL	34202	941-960-0980	Real Estate Perfection, LLC Attn: Gregory Simony, Kassandra Simony
NextHome Gulf Coast	161 6th Street SW	Largo	FL	33770	727.282.5151	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome Sally Love Real Estate	501 State Road 44	Leesburg	FL	34748	352.600.0334	Sally Love Real Estate Inc. Attn: Jeffrey Beatty, Sally Love
NextHome Platinum	3270 Suntree Blvd, Suite 1103	Melbourne	FL	32940	321.508.7932	Kehoe Real Estate Services, LLC Attn: William Kehoe
NextHome Salty Dog Realty	125 E Merritt Island CSWY STE 107, #320	Merritt Island	FL	32952	321.338.2067	Johnson & Freeman, LLC Attn: Elizabeth Johnson
NextHome Emerald Coast	495 Grand Blvd, Suite 206	Miramar Beach	FL	32550	803.518.2588	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome On The Gulf	1200 Scenic Gulf Drive, Unit B	Miramar Beach	FL	32550	850.964.1100	PIPER NORMAN HOLDINGS, LLC Attn: Randall Bacik, Kimberlee Bacik
NextHome Sally Love Real Estate	196 West 5th Ave	Mount Dora	FL	32757	352.600.0334	Sally Love Real Estate Inc. Attn: Jeffrey Beatty, Sally Love

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NextHome Village Realty	3080 4th St NW	Naples	FL	34120	317.402.5979	JA Village Realty LLC Attn: Jody Ashley
NextHome Gulf Coast	5833 US Hwy 19, Suite 10	New Port Richey	FL	34652	727.251.3268	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome Cornerstone Realty	321 John Sims Parkway E	Niceville	FL	32578	850.389.8787	Cornerstone Realty NWF, LLC Attn: Dana Topel
NextHome Professional Realty	741 NE 3rd St, Suite 2	Ocala	FL	34470	352.572.6940	Courtney Moody LLC Attn: Courtney Moody
NextHome Sunshine Realty	603 E Fort King St	Ocala	FL	34471	352,817.04	Nicole Amaro LLC Attn: Nicole Amaro
NextHome Vision Realty	217 SE 1st Ave, #200	Ocala	FL	34471	352.446.2227	Vision Realty Group, LLC Attn: Tim Collins, Paola Alarcon
NextHome Alliance Realty	301 N Fern Creek Avenue, Ste D	Orlando	FL	32803	407.375.8680	Alliance Realty and Consulting Group, LLC Attn: Peter Dang
NextHome Location	7208 W Sandlake Road, Suite 305	Orlando	FL	32819	321-345-7253	Global Realty and Associates LLC Attn: Alexander van Grondelle, Lindsy Holland, Craig Holland
NextHome Merrick Realty Group	3801 Avalon Park East Blvd, Suite 200	Orlando	FL	32828	321-401-8009	Merrick Realty Group, Inc. Attn: Carlos Plana, Robert Pelier
NextHome NSD Partners	2295 S Hiawassee Road, Suite 306	Orlando	FL	32835	407.928.5288	NSD Partners, LLC Attn: Blake Maher, Franz Hanning, Andrew Steel
NextHome Orange Premier Realty	4013 CR 106	Oxford	FL	34484	352.561.8322	Executive Florida Realty, Inc. Attn: Anthony Piccione
NextHome Momentum	4286 Woodbine Rd, Suite A	Pace	FL	32571	850.777.1120	Horne Realty Group LLC Attn: Deborah Horne, Randy Horne, Shari Alberson
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	160 Cypress Point Pkwy, #A112	Palm Coast	FL	32164	386.871.8888	Real Estate With The Girls, LLC Attn: Michelle McKinney, Paige Brewer
NextHome Buergo's Realty Group	11555 Heron Bay Blvd, Suite 200	Parkland	FL	33076	3057765029	Buergo's Realty Group, Inc. Attn: Gulenka Buergo
NextHome Central Realty	4207 99th Ave E	Parrish	FL	34219	321.603.9710	Home Central Realty LLC Attn: Nathan Montgomery
NextHome AAA Realty	111 N Pine Island Rd, Suite 208	Plantation	FL	33324	954.436.8108	AAA Realty Group Inc. Attn: Charles Bonfiglio
NextHome Pinnacle Realty	261 North University Drive, Suite 500	Plantation	FL	33324	(754) 900-3546	IMRELE, LLC Attn: Debrah Sutherland
NextHome Advisors	1777 Tamiami Trail, Suite 304-4	Port Charlotte	FL	33948	239-823-5337	Platinum Elite Realty, LLC Attn: Jason Jakus
NextHome All American	4606 S Clyde Morris Blvd, Suite 2-G	Port Orange	FL	32129	(386) 682-5542	TSC Legacy, Inc. Attn: Teresa Saraco Cole
NextHome Greater Realty	223 Taylor St, Suite 121	Punta Gorda	FL	33950	239.451.0881	Berson Properties, Inc. Attn: Linda Berson, Cecil Berson

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NextHome Beach Time Realty	16401 Gulf Boulevard	Redington Beach	FL	33708	727-363-3300	Beach Time Realty Group, LLC Attn: Ann Fleeting
NextHome Results Realty	1603 Quinn Drive	Rockledge	FL	32955	321-613-4295	Rozzelle Realty Group, LLC Attn: Nancy Rozzelle
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
NextHome Beach Time Realty	5445 Gulf Blvd	Saint Pete Beach	FL	33706	727-363-3300	Beach Time Realty Group, LLC Attn: Ann Fleeting
NextHome Beach Time Realty	6498 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, Suite 309	Saint Petersburg	FL	33701	727-510-1356	Tampa Bay Luxury Properties, Inc. Attn: Michael Bindman, Janette Bruzas
NextHome Local Expert	6641 Central Avenue	Saint Petersburg	FL	33710	727.440.1000	LOCAL EXPERT, LLC Attn: Marie Drew
NextHome South Pointe	4880 37th Street S	Saint Petersburg	FL	33711	833.777.NEXT	South Pointe Realty, LLC Attn: Kent Rodahaver
NextHome SunRaye Realty	6699 13th Avenue N, #4C	Saint Petersburg	FL	33710	727.343.8600	Raye's Realty, Inc. Attn: Irwin Wilensky, Rayette Wilensky
NextHome Natural Choice	249 Bellagio Circle	Sanford	FL	32771	407.984.7073	Real Estate With The Girls, LLC Attn: Paige Brewer
NextHome Excellence	1400 Cattlemen Road #104	Sarasota	FL	34232	941.893.4505	Sarasota Property Group LLC Attn: Alex Krumm, Stephanie Krumm
NextHome Santana Real Estate	1069 Main Street, Suite 110	Sebastian	FL	32958	772.538.8383	Santana Real Estate, LLC Attn: Vicky Lee Santana
NextHome Gulf Coast	7901 4th Street N	St. Petersburg	FL	33702	727.282.5151	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome Treasure Coast	729 Colorado Ave	Stuart	FL	34994	833.435.5635	R&CHTC, LLC Attn: Karen Luther, Cristi Hernandez
NextHome Vista	803 Shotgun Rd, Suite 107	Sunrise	FL	33326	201.970.6272	Paris Del Sol LLC Attn: Juan Del Sol
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 Frontier	19046 Bruce B Downs Blvd, STE 111	Tampa	FL	33647	813-789-5555	Lotus Capital Ventures Inc. Attn: Vibha Shevade
NextHome Legacy Realty	15436 North Florida Ave, Suite 170	Tampa	FL	33613	813.304.3180	Legacy International Investment Group LLC Attn: Shawna Ramkalawan
NextHome Lifestyle Living	510 County Road 466, Suite 203, Unit M	The Villages	FL	32159	727.251.3268	Morgan Anderson Enterprises, LLC Attn: Tony Anderson
NextHome Reverie	871 Venetia Bay Blvd, Suite 224	Venice	FL	34285	941.525.6558	Mulvey Reverie, LLC Attn: James Mulvey
NextHome Suncoast	530 US 41 Bypass S, Unit 22A	Venice	FL	34285	941.232.6810	Alfred Flerlage LLC Attn: Nick Flerlage, Beth Flerlage
NextHome Real Estate Executives	801 S Olive Ave, Suite 118	West Palm Beach	FL	33401	561.207.7647	Real Estate Executives 9, Inc.

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
						Attn: James Madalone, Christine Prestininzi
NextHome Sally Love Real Estate	602 N Old Wire Rd	Wildwood	FL	34785	352.600.0334	Sally Love Real Estate Inc. Attn: Sally Love, Jeffrey Beatty
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 and Dee Norris
NextHome Neighborhood Realty	890 Northern Way, Suite C-1	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	501 Gloucester St, Suite 122	Brunswick	GA	31520	912-400-9999	Warner Robins Property Management, LLC. Attn: Adam Myers, Sylvia Myers
NextHome Infinite Real Estate Solutions	6201 Veterans Pkwy, Suite F	Columbus	GA	31909	706.289.1969	Infinite Real Estate Solutions LLC Attn: Dorothy Loyal, Shastri Saunders
NextHome MatchMakers	210 Trilith Parkway, Suite 100	Fayetteville	GA	30214	770.906.8008	Nikeia Mitchell and Associates, LLC Attn: Nikeia Mitchell
NextHome On the Lake	1051 Village Park Drive, Suite 202	Greensboro	GA	30642	706-347-6568	Jo Jones & Company, LLC Attn: Jo Jones
NextHome Pinnacle	444 Manget Street SE, Suite 400	Marietta	GA	30060	404.457.4123	Avrio Real Estate LLC Attn: Yousif Alchalabi
NextHome Plus	105 RBC Drive	Ringgold	GA	30736	706-935-6398	Mashburn Enterprises, LLC Attn: Alvin Mashburn
NextHome Northside	5784 Lake Forrest Drive, Suite 258	Sandy Springs	GA	30328	404.626.8140	Village Green Real Estate, Inc. Attn: Robert Reiter, Joseph Bennett
NextHome Golden Isles Group	7002 Hodgson Memorial Dr, 205, B2	Savannah	GA	31406	912-400-9999	Warner Robins Property Management, LLC Attn: Sylvia Myers, Adam Myers
NextHome Lanier & Co	2112 Cypress Hollow Court	Statesboro	GA	30458	912.687.1578	Estimated Prophet, LLC Attn: James Lanier
NextHome 180° Realty	4798 Russell Parkway	Warner Robins	GA	31088	478-923-7653	Warner Robins Property Management, LLC Attn: Sylvia Myers, Adam Myers
NextHome Coconut Island Realty	64 Keawe Street	Hilo	HI	96720	808.230.4792	HawaiiCarolyn LLC Attn: Carolyn Johnson
NextHome Hale Realty	5215 Keikilani Circle	Honolulu	HI	96821	8082256560	Hale Realty, Inc. Attn: Jennifer Vinson, Rich Lew
NextHome KU Realty	1050 Queen Street, #100	Honolulu	HI	96814	808-838-9595	KU Realty, LLC Attn: Keahi Pelayo
NextHome Hometown Realty Group	335 Hoohana St, Suite H	Kahului	HI	96732	808-870-2775, 808-283-3195	Pineapple Express 808 LLC Attn: Joseph Hogin, Jodi Hogin
NextHome Redefined	PO Box 1101	Kailua	HI	96734	808-781-4324	Team Wailehua Real Estate Inc. Attn: Trenton Wailehua
NextHome Paradise Realty	75-170 Hualalai Road, Suite #D118	Kailua-Kona	HI	96740	808.731.5242	Real Estate Game Changers LLC Attn: Michael Drutar, Lisa Drutar

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NextHome Pacific RE	4-484 Kuhio Highway, Suite 309	Kapaa	HI	96746	808.635.5704	Pacific RE LLC Attn: Carol Lopez
NextHome Journey	323 5th Street	Ames	IA	50010	515.451.6876	Sagacim, Inc. Attn: Janet Sharp, Merrill Sharp, Kelli Excell
NextHome In The Bluffs	4111 S 9th Street, Bay 3	Council Bluffs	IA	51501	402.250.2169	Cook Investments, Inc. Attn: Todd Cook, Jennifer Cook
NextHome Beyond	1810 Jonathan St	North Liberty	IA	52317	319.560.4410	Beyond Training, LLC Attn: Travis Hiatt
NextHome TriState Realty	600 4th Street, Suite 231	Sioux City	IA	51101	712-224-6398	NHSC, LLC Attn: Katie Slater
NextHome At The Lakes	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, PO Box 350	Williamsburg	IA	52361	319.668.1444	The Phillips Group Real Estate, LLC Attn: Jackie Phillips
NextHome Home Run Realty	2842 Pocatello Ave, Suite 103	American Falls	ID	83211	208.221.9816	Home Run Realty, LLC Attn: Patricia Hernandez
NextHome 365 Realty	585 W Remington Rd	Athol	ID	83801	208.651.2983	365 North, LLC Attn: Carrie Sutton, Shawn Sutton
NextHome Advantage Realty	1795 West Broadway St, PMB 2	Idaho Falls	ID	83402	208.535.3110	Mowers East Idaho Real Estate, LLC Attn: Janet Mowers
NextHome Treasure Valley	864 E Ashford St	Meridian	ID	83642	208.284.5081	VP Ventures, LLC Attn: Heath Van Patten
NextHome Treasure Valley	128 E Pine Avenue	Meridian	ID	83642	208-893-5555	VP Realty, LLC Attn: Heath Van Patten
NextHome Home Run Realty	1023 Yellowstone Ave, Suite L	Pocatello	ID	83201	208.221.9816	Home Run Realty, LLC Attn: Patricia Hernandez
NextHome Solid Ground	822 N Spokane Street	Post Falls	ID	83854	(208) 889-9242	Solid Ground Real Estate, LLC Attn: Janna McRoy
NextHome Cornerstone Realty	13433 N Freight Train Court	Rathdrum	ID	83858	208.875.9388	The Mullen Group LLC Attn: Renee' Mullen, Matthew Mullen
NextHome Living The Northwest	101 W Superior St	Sandpoint	ID	83864	208.920.9063	Idaho Panhandle Realty, LLC Attn: Lisa Davies, Thomas Davies
NextHome Acosta	1000 N Randall Road	Aurora	IL	60506	630-999-1415	Acosta Real Estate, LLC Attn: Armando Acosta
NextHome Dream Big Realty	122 S Michigan Ave, Suite 1390	Chicago	IL	60603	(312) 530-9767	LSTL Management Realty, Inc. Attn: Shauntell Lawrence
NextHome First Class	123 N Galena Ave	Freeport	IL	61032	815.232.4433	A Taylor & Co., Inc. 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 Reach Your Dream	500 East Ogden Avenue, Suite 203	Naperville	IL	60563	630-857-9057	Reach Your Dream Real Estate Group LLC Attn: Daniel Galvan

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NextHome Select Realty	313 W Maple St	New Lenox	IL	60451	312.502.0993	Faxel Realty Inc Attn: David Faxel
NextHome Crossroads	1627 Augusta Ln	Shorewood	IL	60404	815-955-8543	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 Hahn Kiefer Residential	5011 Washington Ave, Suite 6	Evansville	IN	47715	812.604.5973	Hahn Realty Corporation Attn: Joseph Kiefer
NextHome Impact Realty	5907 Covington Road, Suite E	Fort Wayne	IN	46804	2604669200	Edgewater Realty & Homes LLC Attn: Juan Garcia
NextHome Elite Real Estate	1806 W McGalliard Road	Muncie	IN	47304	765.729.5181	LBC Investments, Inc. Attn: Austin Rich, Tera Rich
NextHome Connection	2680 E Main St, Suite 307	Plainfield	IN	46168	317.731.2319	Option 1 Realty Group LLC Attn: Paula Henry
NextHome Village Realty	750 Keck Way	Westfield	IN	46074	317.402.5979	JA Village Realty, LLC Attn: Jody Ashley
NextHome Unlimited	115 NW 3rd St	Abilene	KS	67410	785.762.2451	Unlimited Real Estate, LLC Attn: Ryan Garrison, Steven Burch
NextHome Unlimited	304 E Chestnut Street	Junction City	KS	66441	785.762.2451	Unlimited Real Estate, LLC Attn: Ryan Garrison, Steven Burch
NextHome Unlimited	1212 Bluemont Avenue, #110	Manhattan	KS	66502	785.762.2451	Unlimited Real Estate, LLC Attn: Steven Burch, Ryan Garrison
NextHome Gadwood Group	11026 Quivira Road	Overland Park	KS	66210	913.481.0334	Gadwood Group Realty Company, Inc. Attn: Julie Gadwood
NextHome Pro Realty	336 South Santa Fe Avenue	Salina	KS	67401	785.342.5847	Apoyo Realty LLC Attn: Kimberly Trigg
NextHome Gadwood Group	12430 W 62nd Terrace	Shawnee	KS	66216	913.481.0334	Gadwood Group Realty Company, Inc. Attn: Julie Gadwood
NextHome Professionals	2450 SE 29th St	Topeka	KS	66605	785.969.3447, 785-274-8211	EnVest, LLC Attn: Mary Froese
NextHome Dana Trahern Realty	430 S Arapahoe St	Ulysses	KS	67880	620.353.9537	Dana Trahern Realty LLC Attn: Dana Trahern
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 Realty Experts	3577 Cemetery Road	Bowling Green	KY	42103	270.282.4005	Raymer Real Estate Services, LLC Attn: Gregory Raymer, Stacy Raymer, Connor 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, Suite F	Murray	KY	42071	270-917-4663	Loretta Jobs Attn: Loretta Jobs

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NextHome Custom Realty	6983 Shelbyville Road	Simpsonville	KY	40067	Eden	Custom Realty, LLC Attn: Garth Vinson, Carol Smith
NextHome Luxe Realty	800 Bellemeade Blvd	Gretna	LA	70056	504.432.8913	RTR Holdings, LLC Attn: Jimha Abdelkader
NextHome Real Estate Professionals	101 W Thomas St	Hammond	LA	70401	985.429.0777	NHREP LLC Attn: Dennis Crayton
NextHome Cutting Edge Realty	2901 Johnston Street, Suite 400	Lafayette	LA	70503	337.484.1184	House Cobert & Associates, LLC Attn: Christie House Theaux, Joy Cobert
NextHome Southern Realty	2851 Johnston St, #507	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 Premier Realtors	900 Camp St, Suite 405	New Orleans	LA	70130	504.450.6916	NOLA Best Properties, LLC Attn: Harry Varnadore
NextHome Solutions	16573 Airline Hwy, Suite B	Prairieville	LA	70769	225.744.6403	Solutions 225, LLC Attn: Brandi Phillips
NextHome Connect	1651 E 70th Street, Suite #245	Shreveport	LA	71105	318-990-0999	NH Connect LLC Attn: Dawna Bledsoe
NextHome Innovative Realty	1926 Corporate Square Blvd, Suite C	Slidell	LA	70458	985.774.3015	BMD Enterprises, LLC Attn: William Dekemel, Melissa Dekemel
NextHome Titletown	100 A Street, Suite 100	Boston	MA	02127	617.657.9811	Urban Village Properties, Inc. Attn: Rory Gill, Jason Muth
NextHome Unlimited Realty Solutions	1229 River Street	Boston	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 Luxury Realty	33 Bedford Street, #12	Lexington	MA	02420	617.826.1166	SUVASSA REALTY LLC Attn: Sandeep Arora
NextHome Soundings Realty	146 Main Street, Suite 2E	Norfolk	MA	02056	508.244.4448	Soundings Realty, LLC Attn: David Matthews, Gina Matthews
NextHome Signature Realty	639 Washington Street	Norwood	MA	02062	781.352.0403	M & E Realty Group, LLC Attn: Michele Mullen, Gerald Mullen, Jr, Amy Mullen, Esq
NextHome Beacon Realty	492 Winthrop St, Ste 7	Rehoboth	MA	02769	508.399.1222	ASHSHAN, LLC Attn: Teri McGinn
NextHome Elite Realty	308 Main St	Springfield	MA	01151	413.391.1969	Elite Realty Services, LLC Attn: Chad Lynch
NextHome First Journey Realty	10351 Southern Maryland Blvd, Unit #202A	Dunkirk	MD	20754	410-257-3700	First Journey Properties Realty LLC Attn: Freda Powell-Bell
NextHome Premier Real Estate	8391 Main Street	Ellicott City	MD	21043	4109368594	NHPRE LLC Attn: David Stratmann, Shawn Stratmann
NextHome Residential Realty	3280 Pine Orchard Lane, Suite C	Ellicott City	MD	21042	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

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NextHome Forward	4136 E Joppa Rd, Suite K	Nottingham	MD	21236	858-FORWARD	S&S Real Estate Services, LLC Attn: Nisha Smithrick, Sherri Sembly
NextHome Leaders	1852 Reisterstown Rd, Suite 201	Pikesville	MD	21208	(410) 363-1535	Premier Homes Realty LLC Attn: Tabitha Richardson
NextHome Envision	11810 Grand Park Avenue, Suite 500	Rockville	MD	20852	301.881.NEXT	TwoLees, LLC Attn: Leon Nasar, Lisa Nasar
NextHome Hunter Realty	1850 York Rd, Suite J	Timonium	MD	21093	443-506-8073	NH Hunter Realty, Inc. Attn: Michael Wall
NextHome Millennium Realty	9701 Apollo Dr, Suite 100	Upper Marlboro	MD	20774	240.475.3860	Kamara Investments, LLC Attn: June Bryant
NextHome Experience	57 Washington St	Bangor	ME	04401	207-573-7400	Tous, LLC Attn: Jonathan Cota
NextHome Experience	209 High St	Ellsworth	ME	04605	207.573.7400	Tous, LLC Attn: Jonathan Cota
NextHome Experience	38 Moosehead Lake Rd	Greenville	ME	04441	207-573-7400	Tous, LLC Attn: Jonathan Cota
NextHome Discover	551 Main Street, Suite 2	Presque Isle	ME	04769	207-762-6398	Star City Holdings, LLC Attn: Daniel Amero, Daniel Castle
NextHome NorthEast Realty	677 Roosevelt Trail	Windham	ME	04062	207.838.7773	MVRE, LLC Attn: Richard Yost
NextHome Evolution	243 Main St	Belleville	MI	48111	734.822.6006	Evolution Real Estate Services LLC Attn: Paul Armstrong
NextHome One	2040 Grand River Anx, Suite 100	Brighton	MI	48114	810-373-5110	3 Crowns, LLC Attn: Aaren Currie, Rachele Evers
NextHome Victors	9376 Hidden Lake Circle	Dexter	MI	48130	734.707.7544	Kaufman-Boyd Ventures, LLC Attn: David Kaufman, Robert Boyd
NextHome One	4307 Owen Road	Fenton	MI	48430	810-373-5110	3 Crowns LLC Attn: Aaren Currie, Rachele Evers
NextHome Inspire	6004 Torrey Rd, Suite F	Flint	MI	48507	810.771.5240	Red Adam, LLC Attn: Adam Abt
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	250 Monroe Avenue NW, Suite 400	Grand Rapids	MI	49503	616.494.0114	NHTLS, LLC Attn: Thomas Smolinski
NextHome Dwellings	4072 Chicago Drive, SW Suite 22	Grandville	MI	49418	616.745.2871	Bloom Real Estate, LLC Attn: David Bengston
NextHome Champions	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	8105994259	Currie and Company, L.L.C. Attn: Aaren Currie
NextHome Reality	6427 Centurion Dr, Suite 160	Lansing	MI	48917	517.604.0044	Derby & Associates, LLC Attn: Paul Derby
NextHome Park Place Homes Group	801 Joe Mann Blvd, Suite P	Midland	MI	48642	989.698.1100	Park Place Homes Real Estate LLC Attn: Michelle Park Cluff
NextHome Inspire	291 E State St	Montrose	MI	48457	810-771-5240	Red Adam, LLC Attn: Adam Abt

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NextHome All Pro Realty	332 E Main Street	Northville	MI	48167	248.308.3803	DW Realty, Inc. Attn: Dewayne White
NextHome All Pro Realty	332 E Main Street	Northville	MI	48167	248-912-5979	DW Realty, Inc. Attn: Dewayne White
NextHome City Realty	39555 Orchard Hill Pl, #600	Novi	MI	48375	248.378.4079	Aegis Properties LLC Attn: Craig Kallen
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	117 N Clinton Rd	Saint Johns	MI	48879	989.224.6781	Silm Properties, LLC Attn: Rachael Brown
NextHome Elevate	1623 W Sterns Rd, Suite 3	Temperance	MI	48182	567.277.8557	Best Move Toledo LLC Attn: Kimberly Carns
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	13432 Elmwood Drive, Suite 5	Baxter	MN	56425	218-454-2870	Swenson Real Estate, LLC. Attn: Elizabeth Becher, Kent Swenson, Nicholas Dille
NextHome Metro Real Estate Services	300 Civic Heights Dr	Circle Pines	MN	55014	651.797.4219	North Metro REO, LLC Attn: Francine Marsolek
NextHome Horizons	138 4th Street NE	Staples	MN	56479	218.232.2994	Swenson Real Estate, LLC Attn: Elizabeth Becher, Kent Swenson, Nicholas Dille
NextHome Perrine & Associates Realty	9002 Main Street	Sturgeon Lake	MN	55783	218.372.3767	Perrine Enterprises, LLC Attn: Amy Perrine
NextHome Metro Real Estate Services	4669 White Bear Pkwy	White Bear Lake	MN	55110	612.868.9344	North Metro REO, LLC Attn: Francine Marsolek
NextHome Elhm Realty	724 Bielenberg Dr, #7	Woodbury	MN	55125	(651)447-8780	Elhm Realty Inc. Attn: Enrique Ramos
NextHome Gadwood Group	8950 N State Hwy 5	Camdenton	MO	65020	573-372-5043	Gadwood Group Realty Company, Inc. Attn: Julie Gadwood
NextHome Universal Realty	2048 Chesterfield Mall Center	Chesterfield	MO	63017	314.276.1150	St. Louis Flat Rate Realty LLC Attn: Robert Blanton
NextHome Paradigm	3610 Buttonwood Dr, Suite 200	Columbia	MO	65201	573.777.4555	Woodruff Enterprises, LLC Attn: Elizabeth Woodruff
NextHome SoMo Life	3929 E 7th Street, Suite F	Joplin	MO	64801	417.627.5540	Paramount Real Estate Partners, LLC Attn: Michael Scott, Tanya Scott
NextHome Leeward & Company	PO Box 6492	Lee's Summit	MO	64064	816-863-8606	Leeward & Company, Inc. Attn: Aaron Turnage
NextHome Vibe Real Estate	618 SW 3rd Street, Suite C	Lee's Summit	MO	64063	816.207.5477	Paula Voss & Co. Real Estate, LLC Attn: Paula Voss

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NextHome Team Ellis	945 Missouri Ave, Suite 5	Saint Robert	MO	65584	573.774.4101	Ellis Realty Group, LLC Attn: Lisa Ellis
NextHome SoMo Life	2150 W Republic Road, Suite 120	Springfield	MO	65807	417.708.5503	Paramount Real Estate Partners, LLC Attn: Tanya Scott, Michael Scott
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 Kate and Company Realty	505 E Allen Street	Wentzville	MO	63385	636.544.3460	Kate & Company RE LLC Attn: Kate Young, Robert Young
NextHome HomeFront	306 Seal Ave	Biloxi	MS	39530	228.806.0485	HomeFront Properties, LLC Attn: Crystal Boggs
NextHome Realty Experience	1139 Old Fannin Rd, Suite K	Brandon	MS	39047	601-521-2866	Realty Experience, LLC Attn: Ryan Porter
NextHome Innovative Realty	211 Sones Chapel Rd	Carriere	MS	39426	985.774.3015	BMD Enterprises, LLC Attn: William Dekemel, Melissa Dekemel
NextHome South Bound Realty	220 S 40th Ave, PO Box 17528	Hattiesburg	MS	39402	601.543.5566	South Bound Realty, LLC Attn: Robert Kemp
NextHome Simplicity	202 Klondyke Road	Long Beach	MS	39560	228.357.5888	Simplicity, LLC Attn: Andrew Geotes, Brittany Geotes
NextHome HomeFront	1405 Government St	Ocean Springs	MS	39564	228.215.2545	HomeFront Properties, LLC Attn: Crystal Boggs
NextHome Choice Real Estate	426 S Lamar Blvd, Suite 1	Oxford	MS	38655	662.934.7109	NHMSRE, LLC Attn: Kent Breckenridge
NextHome Peaks to Prairie	2880 Grand Avenue	Billings	MT	59102	406.698.6330	Pinetop Properties, LLC Attn: Karen Campbell
NextHome Destination	702 N 19th Ave	Bozeman	MT	59718	406-548-2412	Bozeman House Hunter, LLC Attn: Sarah Antonucci, Abram Antonucci
NextHome Northwest Real Estate	1226 Whitefish Stage Rd	Kalispell	MT	59901	406-755-7700	Wilson Real Estate, Inc. Attn: Lauri Wilson, Jeff Wilson
NextHome Premier Realty	PO Box 106	Libby	MT	59923	406.291.9893	Premier Realty NW LLC Attn: Angela Vande Garde
NextHome In The Triangle	121 B North Salem St	Apex	NC	27502	919.907.0411	Triangle Living NC, LLC Attn: Mary Ann Wilson
NextHome AVL Realty	125 S Lexington Avenue, Suite 101, PMB 105	Asheville	NC	28801	828.674.5316	Lynn Bolser Real Estate, Inc. Attn: Lynn Bolser
NextHome Mountain Realty	1675 Blowing Rock Rd, Suite 401	Boone	NC	28607	828-264-8745	Cash and Wagner Real Estate, LLC Attn: Joshua Cash, Allan Wagner, Judy Wagner
NextHome Reward	216 E Chatham St, Suite 108	Cary	NC	27511	919.625.8819	Reward Real Estate, Inc. Attn: Billy Holt
NextHome Authority	10130 Perimeter Pkwy, Ste 200	Charlotte	NC	28216	704.458.0314	Regron Realty Company, LLC Attn: Reginald Carson
NextHome Paramount	5950 Fairview Road, Suite 18	Charlotte	NC	28210	704.608.7519	Downey Properties Charlotte, Inc. Attn: Jayme Downey

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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 PaperTown	PO Box 911	Clyde	NC	28721	828.593.7097	Papertown Realty Inc. Attn: Teresa Bailey, Jeremy Colclasure
NextHome Allegiance	41 Odell School Road, Suite I	Concord	NC	28027	980-781-5130	NO Limit Investments, Inc. Attn: Anthony Graves, Shauna Graves
NextHome Right Choice	PO Box 5935	Concord	NC	28027	540.529.3792	Right Choice Properties, LLC Attn: Lori Shultz-Moore
NextHome Choice Realty	21343 Catawba Avenue	Cornelius	NC	28031	980.689.5277	JTK Real Estate, LLC Attn: Julia King
NextHome Parkside Realty	1303 Queensbury Circle	Durham	NC	27713	919.452.0021	Parkside Homes, LLC Attn: James Dillard
NextHome Coastal Properties	PO Box 5638	Emerald Isle	NC	28594	252-220-0608	Good Move, LLC Attn: Beth Smoot
NextHome Integrity First	337 Hay St	Fayetteville	NC	28301	910.302.7171	Integrity First Properties, LLC Attn: Michelle Morris, Thomas Morris
NextHome ATA Realty Group	500 Benson Road, Suite 228	Garner	NC	27529	919.670.6979	Your Agent Teresa & Associates, LLC Attn: Teresa Isler-Fortson
NextHome Triad Realty	7204 W Friendly Ave, Suite B	Greensboro	NC	27410	3367637433	Manzi Realty Group, Inc. Attn: Rich Manzi, Amy Manzi
NextHome WNC Realty	147 4th Ave W, Suite B	Hendersonville	NC	28792	828.785.5535	Laura Flores Real Estate Incorporated Attn: Laura Flores
NextHome Blue Skies	520 8th St NE	Hickory	NC	28601	828.979.2584	BDP Real Estate, LLC Attn: Becky Petree, Derrick Petree
NextHome Realty Partners	131 W Parris Ave, Ste 20	High Point	NC	27262	336-885-0673	NH Realty Partners, LLC Attn: Charles Witcher, Steve Farmer
NextHome Hansley Realty	9820 NorthCross Center Court, Suite 144	Huntersville	NC	28078	704.502.0241	Hansley Realty LLC Attn: Terri Hansley
NextHome Built by Referral Realty	1700 Country Club Rd	Jacksonville	NC	28546	910.650.7036	Built by Referral Inc. Attn: Karen Stewart
NextHome World Class	287 Alcove Road	Mooresville	NC	28117	704.729.7000	Live Lucky Real Estate, LLC Attn: Kelly Myers
NextHome Gold Key Realty	2205K Oak Ridge Rd, #180	Oak Ridge	NC	27310	336.423.8726	Stacy Guske Realty, LLC Attn: Stacy Guske
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 200	Raleigh	NC	27605	919-213-7000	Good Move, LLC Attn: Beth Smoot
NextHome Turn Key Realty	4509 Creedmoor Road, Suite 201	Raleigh	NC	27612	919.480.0249	Weeks Realty Group, Inc. Attn: Danielle Weeks, Nicholas Weeks

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NextHome In The Pines	105 Bradford Village Ct	Southern Pines	NC	28387	910.690.7400	3C Realty, LLC Attn: Kelly Curran
NextHome Advantage	8590 E NC 150 Hwy	Terrell	NC	28682	980.722.5586	Jamie Sherrill Real Estate, LLC Attn: Jamie Sherrill
NextHome KCS Realty	136 S Main St, Office A	Warrenton	NC	27589	254.317.0690	KCS Realty, LLC Attn: Kyiandra Somerville
NextHome Providence	1940 Weddington Road, Suite K	Weddington	NC	28104	980.595.6000	De Paola Holdings LLC Attn: Dominick DePaola
NextHome Cape Fear	1411 Commonwealth Dr, Suite 200	Wilmington	NC	28403	(910) 256-3528	Cape Fear's Best Realty, LLC Attn: Harold Chappell, Inis Proctor Chappell
NextHome Beyond Realty	500 W 5th Street, Suite 800	Winston-Salem	NC	27101	336.692.4485	Sweet Homes Carolina LLC Attn: Lori Hankins
NextHome Legendary Properties	114 W Main Avenue, Suite C	Bismarck	ND	58501	701.712.8900	Louser Real Estate, Inc. Attn: Scott Louser
NextHome Legendary Properties	1307 Bayview Court	Bismarck	ND	58501	701.833.8489	Louser Real Estate, Inc. Attn: Scott Louser
NextHome Legendary Properties	352 1st ST E, Suite D	Dickinson	ND	58601	701.833.8489	Louser Real Estate, Inc Attn: Scott Louser
NextHome Legendary Properties	1650 45th St S, Suite 119	Fargo	ND	58103	701-833-8489	Louser Real Estate, Inc Attn: Scott Louser
NextHome Legendary Properties	400 4th St SW	Minot	ND	58701	7018528151	Louser Real Estate, Inc. Attn: Scott Louser
NextHome Fredricksen Real Estate	719 2nd St W	Williston	ND	58801	701.572.8167	Dakota Realty & Leasing, Inc. Attn: Craig McIvor
NextHome Signature Real Estate	13340 California St, Suite 100	Omaha	NE	68154	402.445.4899	Elliott Taylor, PC Attn: Teresa Elliott, Travis Taylor
NextHome Freedom	199 North Road	Brentwood	NH	03833	603.944.6402	Freedom Homes, LLC Attn: Adam Silvestri
NextHome Force Premier Realty	317 Brick Blvd, Suite 220	Brick	NJ	08723	732-213-8987 / 917-748-7387	HOWELL NH, LLC Attn: David Garagiola, Allan Burns
NextHome New Prospects Realty	1200 Route 22, STE 2000	Bridgewater	NJ	08807	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: Christopher Janczak, Irena Percia, Ziggy Janczak
NextHome Evolution	408 Main Street	Chester	NJ	07930	9083342042	Fieldstone Real Estate, LLC Attn: Rosemarie Heldmann
NextHome Essential Realty	1330 Parkway Avenue, Suite 14	Ewing	NJ	08628	609.493.5450	Essential Realty LLC Attn: Jonathan Lamond
NextHome New Beginnings	11-15 River Rd	Fair Lawn	NJ	07410	(201) 834-4446	New Beginnings Realty Solutions LLC Attn: Nanci Lieneck
NextHome Zenith	96 West Main St	Freehold	NJ	07728	855.978.6323	Anderson Elite Group LLC Attn: Michelle Anderson, Michelle Anderson
NextHome Driven	1100 Jefferson St	Hoboken	NJ	07030	732-547-9616	Antonio Arcuri L.L.C. Attn: Antonio Arcuri

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NextHome Realty Advisors	101 Crawfords Corner Road, Suite 4-101R	Holmdel	NJ	07733	516-428-7620	HAQ Associates, LLC Attn: Iftikhar Haq
NextHome Force Premier Realty	2380 Route 9 S, Bldg C, Unit 4	Howell	NJ	07731	732.252.6800	Howell NH LLC Attn: David Garagiola, Allan Burns
NextHome Platinum Elite	101 Hudson St, 21st Fl, Suite 2183	Jersey City	NJ	07302	855.751.5800	D-LIZO Realty Group, LLC Attn: Rodrigo Lizo
NextHome Prime	8419 Bergenline Avenue	North Bergen	NJ	07047	201.630.0025	LC Realty Investments, LLC Attn: Lionel Cruz
NextHome Force Realty Partners	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, Suite 2	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	732.835.4122	Nexus Realty Group NJ, LLC Attn: Diane Traverso
NextHome Choice Group	1485 Morris Ave	Union	NJ	07083	908.662.5050	NJ Choice Realty Limited Liability Company Attn: Maria Schmidt
NextHome Lifestyle Realty	1301 W Forest Grove Rd, Suite 8 & 9	Vineland	NJ	08360	609.517.0393	Listings Real Estate, LLC Attn: Howard DeRias, Terah Naumchik
NextHome Premier	102 Town Center Drive	Warren	NJ	07059	908.325.5000	Encore Realty Group, LLC Attn: John Mangini
NextHome Enchantment Realty	PO Box 4391	Roswell	NM	88202	575.910.0827	Olaguez Properties LLC Attn: Daisy Olaguez
NextHome Altitude	1939 Warner Circle, Suite B	Santa Fe	NM	87505	303.489.2127	NamaStay Realty, LLC Attn: John McHugh, Rob Barber
NextHome Gold Rush Realty	355 East 6th Street #1	Battle Mountain	NV	89820	775.625.7803	Gold Rush Realty LLC Attn: Joree Anderson, Janet Jacaway
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	179 N Gibson	Henderson	NV	89104	702.595.1949	Born and Raised Investments LLC Attn: Beau McDougall
NextHome Community Real Estate	9800 W Skye Canyon Park Dr, Suite 170	Las Vegas	NV	89166	702.743.2333	Community Real Estate, LLC Attn: Pete Torsiello
NextHome Discovered	1180 North Town Center Drive, Suite 100	Las Vegas	NV	89144	702.219.7767	Home Found, LLC Attn: John Poon, Darryl Chinn, Jose Ortega Hernandez
NextHome Gold Rush Realty	331 W Winnemucca Blvd	Winnemucca	NV	89445	775.625.7803	Gold Rush Realty LLC Attn: Janet Jacaway, Joree Anderson
NextHome Empire	37-11 23rd Avenue	Astoria	NY	11105	718.626.6737	Ermo Realty LLC Attn: Parry Ermogenous
NextHome Brixwood	4112 W Main Street Rd, Suite A	Batavia	NY	14020	585.204.0612	Brixwood Residential, LLC Attn: Jason Beck, James Rutowski, Brian Heywood, Rachel Heywood
NextHome Supreme Realty	217 Bedford Ave, Unit C	Bellmore	NY	11710	516.442.8855	JBNS Realty Group, LLC

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						Attn: Stacy Leonidas, Justin Browning, Brian Leonidas, Nicholas Leonidas
NextHome Revere	355 Broadway	Bethpage	NY	11714	516.597.5800	Revere Real Estate, Inc. Attn: Joseph Saldana
NextHome People First Realty	1002 Dean Street, Suite 6	Brooklyn	NY	11238	929.375.7696	TDAD Homes LLC Attn: Marvin Dudley
NextHome CNY Realty	99 Yorkshire Blvd	Camillus	NY	13219	315.567.HOME	Dougherty Home Team Inc. Attn: Samantha Dougherty
NextHome Kingdom	1093 Clark St, Building 257, Suite W7	Endicott	NY	13760	844-645-4647	Joe Digger, LLC Attn: Carrie King, Keith King
NextHome Resource Realty	7245 Pittsford Palmyra Road, PO Box 1109	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, Suite 325	Garden City	NY	11530	516.495.7902	Svectacular Inc. Attn: Edward Svec
NextHome Brixwood	4281 Genesee Valley Plaza Rd	Geneseo	NY	14454	585.204.0612	Brixwood Residential, LLC Attn: Rachel Heywood, Brian Heywood, James Rutowski, Jason Beck
NextHome Tract Realty	106-55 150th St	Jamaica	NY	11435	347.631.7654	Tract Realty, LLC Attn: Latina White
NextHome Residential	91 Main Street	Kings Park	NY	11754	631.460.6140	Next Perfect Real Estate, LLC Attn: Edward Hasicka
NextHome Residential	477 Madison Avenue, 6th Floor	New York	NY	10022	212.300.6140	Next Perfect Real Estate, LLC Attn: Edward Hasicka
NextHome NOVACARR Realty	5273 Route 9W, Suite B	Newburgh	NY	12550	845.485.6682	NOVACARR REALTY CORP. Attn: Janice Carrasco
NextHome Platinum Properties	113A Main St	Port Washington	NY	11050	888.868.6985	Branalle International Group, LLC Attn: John H. Kim
NextHome GoodLife	2 Overhill Rd, #400	Scarsdale	NY	10583	914.713.8912	GoodLife Real Estate, LLC Attn: Stephen Herman, Xiao Hua Herman
NextHome Prestige	3195 Richmond Road, 2F	Staten Island	NY	10306	718.980.2100	Alexander Levin Attn: Alexander Levin
NextHome CNY Realty	5898 E Taft Road	Syracuse	NY	13212	315.567.4663	Dougherty Home Team Inc. Attn: Samantha Dougherty
NextHome Orangedot	1029 Little East Neck Road	West Babylon	NY	11704	631-314-4880	Orange Dot Real Estate Inc. Attn: Beronica Espitia, Anthony Pellicane
NextHome Residential	75 S Broadway	White Plains	NY	10601	914.810.6140	Next Perfect Real Estate, LLC Attn: Edward Hasicka
NextHome YourHome	75 Virginia Rd, Suite R6	White Plains	NY	10603	914.588.1222	Your Home Management LLC Attn: Joseph Zanzano
NextHome Next Stepp	135 Union Street	Ashland	OH	44805	330.697.5347	Next Stepp, Inc. Attn: Wendy Anderson

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NextHome New Trend Realty	70 Birch Alley, Suite 240	Beavercreek	OH	45440	937.705.6355	New Trend Realty, LLC Attn: Sherma Sullivan
NextHome New Horizons Equity Realty	1225 Woodlawn Ave, Suite 102	Cambridge	OH	43725	833-THE-NEXT	New Horizons Equity Realty, LLC Attn: Amanda Mignano
NextHome Experts	15000 Madison Ave	Lakewood	OH	44107	216.423.5100	Madison Avenue Realty Group LLC Attn: Anthony Apotsos
NextHome Experience	106 Scott Farms Drive	Marysville	OH	43040	614.396.6900	David & Vadim Ventures, LLC Attn: Vadim Barash, 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	1840 Zollinger Road, Suite 100	Upper Arlington	OH	43221	614.396.6900	David & Vadim Ventures, LLC Attn: Vadim Barash, David Caraboolad
NextHome Experience	6797 N High Street, #131	Worthington	OH	43085	614.396.6900	David & Vadim Ventures, LLC Attn: David Caraboolad, Vadim Barash
NextHome Simply Real Estate	303-A Main Street	Noble	OK	73068	405-514-5585	Terri Caldwell Realty Group LLC Attn: Terri Caldwell
NextHome Central Real Estate	220 NW 13th Street, Suite 8	Oklahoma City	OK	73103	405.225.0151	NH Central Real Estate LLC Attn: Jason Phillips, Robert Gideon II
NextHome Experts Realty	10324 Greenbriar Place, Suite C	Oklahoma City	OK	73159	405.473.6163	RGO & MO REALTY LLC Attn: Ruthie Gallardo-Owens, Maribel Orquiz
NextHome Central Real Estate	418 N Louisa Ave	Shawnee	OK	74801	405.615.2035	NH Central Real Estate LLC Attn: Robert Gideon II, Jason Phillips
NextHome Heartland Realty	PO Box 2356	Stillwater	OK	74076	405.385.2478	Lyrajo Elise, LLC Attn: Rhonda Plake
NextHome Heartland Realty	6110 E 51st Pl, #33094	Tulsa	OK	74153	4053852478	Lyrajo Elise, LLC Attn: Rhonda Plake
NextHome NW Realty	61419 S HWY 97, Suite C	Bend	OR	97702	541.797.8020	Kurt Kalimanis Investments, LLC Attn: Kurt Kalimanis
NextHome Picket Fence Realty	PO Box 604	Florence	OR	97439	503-544-8800	Picket Fence Realty, Inc. Attn: Lila Timmons
NextHome Realty Connection	6194 NE Cornell Road	Hillsboro	OR	97124	503-213-3550	PDX Home Group, LLC Attn: Steve Roesch
NextHome Bridge City	4120 SE International Way, Suite A210	Milwaukie	OR	97222	503.477.6438	Dustin Slack Investments LLC Attn: Dustin Slack
NextHome Realty By Design	707 Main Street, Suite 101	Oregon City	OR	97045	971.506.3021	Realty By Design, LLC Attn: Kasia Trammell
NextHome Realty Connection	12923 NW Cornell Road #101	Portland	OR	97229	503-213-3550	PDX Home Group, LLC Attn: Steve Roesch
NextHome Capital Realty	2101 Market Street	Camp Hill	PA	17011	717.409.6500	Run Cross Enterprises, LLC Attn: Michael Pion, Addy Pion
NextHome Virtue Realty	136 Commons Ct	Chadds Ford	PA	19317	610.624.3599	Virtue Realty Group, Inc. Attn: Constance Johnson
NextHome Alliance	955 Benjamin Franklin Hwy West	Douglassville	PA	19518	610.953.3510	Selective Alliance Group, LLC Attn: George Kotsopoulos

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NextHome Signature	140 S Village Avenue, Suite 125	Exton	PA	19341	484.873.3434	Signature Exton, LLC Attn: Mark Reale
NextHome Dynamic	235 5th Street	Freeport	PA	16229	7242955500	Bold Ones, Inc. Attn: Heidi Powell
NextHome Synergy	31 Regency Plaza	Glen Mills	PA	19342	610-358-5000	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
NextHome Consultants	7048 Old York Rd	Philadelphia	PA	19126	215.710.8888	5 Stone Realty, LLC Attn: Desiraee Davis
NextHome PPM Realty	1308 Peermont Avenue	Pittsburgh	PA	15216	412.343.6203	Pirain Enterprises, Inc. Attn: J Reed Pirain, John Pirain, David Pirain
NextHome Maly Realty	24 N 7th St, Suite 202	Stroudsburg	PA	18360	570.730.6978	Maly Investments LLC Attn: Kelly Maly-Cunningham
NextHome Alliance	311 York Road	Warminster	PA	18974	215.444.5433	Selective Alliance Group, LLC Attn: George Kotsopoulos
NextHome Brandywine	535 N Church St, Unit 323	West Chester	PA	19380	484.364.4862	OPS Management Group, LLC Attn: Daniel Pizzi, Michael Schmidt
NextHome Ocean State Realty Group	48-A Rolfe Square	Cranston	RI	02910	401-996-2110	Revival Real Estate LLC Attn: Jason Gelfuso, Greg Hogan, Andrew Hogan, Michaela Jenkins
NextHome Specialists	110 Traders Cross, 1st Floor	Bluffton	SC	29909	803.780.4536	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Specialists	485 Chapin Road	Chapin	SC	29036	803.780.4536	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Specialists	1941 Savage Road, Suite 200	Charleston	SC	29407	803.518.2588	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Specialists	1320 Main Street, Suite 300	Columbia	SC	29201	803.780.4536	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome Real Estate Solutions	1200 Woodruff Road A-3, Merovan Business Center	Greenville	SC	29607	843-368-9022	NDP Real Estate, LLC Attn: Nicolas Principino
NextHome Specialists	107 Brookside Parkway	Lexington	SC	29072	803.780.4536	Real Estate Broker, LLC Attn: Thomas Shumpert
NextHome The Palmetto State	3001 Hwy 50	Little River	SC	29566	843.390.4663	Compass Realty LLC Attn: Sandra Cribb
NextHome Seekers	870 Inlet Square Drive, Suite D	Murrells Inlet	SC	29576	843-808-1050	NuSparq, LLC Attn: William Pierce, Tammi Pierce
NextHome Seekers	3876 Renee Drive	Myrtle Beach	SC	29579	843-808-1050	NuSparq, LLC Attn: Tammi Pierce, William Pierce
NextHome Realty Consultants	1305 Georgia Ave	North Augusta	SC	29841	8034807192	Exceptional Experience Educational Institute, LLC Attn: Wilber Lane
NextHome On The Beach	1019 Hwy 17 S, Ste 115	North Myrtle Beach	SC	29582	214.957.1910	Daystar Real Estate Services LLC Attn: Jeffrey Messer, Matt Messer

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NextHome Platinum Advantage	572 John Ross Pkwy, Suite 107/225	Rock Hill	SC	29730	980.216.9393	Platinum Advantage Realty, LLC Attn: Lisa Baker
NextHome Moves	2197 Madison Street, Suite 99	Clarksville	TN	37043	888.598.NEXT	Millwood Real Estate, LLC Attn: Kerri Woodson
NextHome Investment	263 S Willow Ave	Cookeville	TN	38501	931.345.3954	The Real Estate Services Company LLC Attn: Craig Hughes, Christine Hughes
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	969 E Main St	Henderson	TN	38340	731.435.1431	383 Real Estate LLC Attn: Richard Emison
NextHome Finders Realty	PO Box 5416	Johnson City	TN	37602	423.900.8532	HomeFinders Realty LLC Attn: Cody Rife
NextHome Magnolia Realty	207 N Boone St, Suite 108	Johnson City	TN	37604	423.631.5723	Diaz & Lester LLC Attn: O'Mayra Diaz, Seth Lester
NextHome Makers City	6025 Brookvale Ln, Suite 135	Knoxville	TN	37919	865.276.6767	Knoxville Living, LLC Attn: Deanna Mendenhall-Miller
NextHome Premier Properties	153 Durwood Rd	Knoxville	TN	37922	865.672.6022	Bass Real Estate & Development LLC Attn: Michele Bass, William Bass
NextHome Cornerstone Realty	4646 Poplar Ave, Suite 100	Memphis	TN	38117	901.283.2899	MidSouth Cornerstone Realty LLC Attn: Greg Renfrow
NextHome Music City Realty	125 N Church Street	Murfreesboro	TN	37130	615.962.3009, 615-801-2541	T&T Partners LLC Attn: Todd Grubaugh, Tad Ritchison
NextHome Legends Realty	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	78735	512.773.0580	Banos, Inc. Attn: Ann Banos, Orlando Banos
NextHome Modern	1601 E 5th Street #102	Austin	TX	78702	512.543.2323	Fox Modern LLC Attn: Kenneth Fox
NextHome RGV Realty	4002 Paredes Ln, Suite 29	Brownsville	TX	78521	956.283.6338	NH RGV Realty, LLC Attn: Veronica Ontiveros
NextHome Realty Solutions BCS	4095 Texas 6 Frontage Road, Suite C	College Station	TX	77845	979.703.4999	BCS Realty Solutions, LLC Attn: Jennifer Jennings
NextHome Saigal Realty	722 S Denton Tap Rd, Suite 260	Coppell	TX	75019	469-891-4047	Saigal Realty, Inc. Attn: Swaleh Saigal
NextHome Gulf Winds	4535 S Padre Island Dr, Suite 16	Corpus Christi	TX	78411	361.213.3493	Price Point Investments, LLC Attn: Thomas Price
NextHome Realty Center	17302 House Hahl Road #223	Cypress	TX	77433	281.213.6200	J.E. Riley & Company, Inc. Attn: Jeffrey Riley
NextHome Realty Center	13615 Kluge Road, Suite 100	Cypress	TX	77429	281.213.6200	J C Briley & Company LLC Attn: Curtis Braly, 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	4694762660	NHPC, Inc. Attn: Allison Cummins, Bradley Brandt

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NextHome First Choice Realty	802 S Carrier Pkwy #532272	Grand Prairie	TX	75053	214-686-2512	Premier Results Brokerage LLC Attn: Valerie DoBrava, Tim DoBrava
NextHome KCS Realty	451-D E Central Texas Expy, #273	Harker Heights	TX	76548	254.317.0690	KCS Realty, LLC Attn: Kyiandra Somerville
NextHome Executives	7324 Southwest Fwy, Suite 690	Houston	TX	77074	832-712-5029	Executives, LLC Attn: Chantell Hypolite
NextHome Top Realty	12615 Jones Road, Suite 209	Houston	TX	77070	281.520.3098	LFB Equity Management, LLC Attn: Fran Summey, Lance Summey
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	24044 Cinco Village Center Blvd, Suite 100	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 Genesis Realty	3030 Chaucer Drive	Laredo	TX	78041	956.337.3038	Genesis Financial & Real Estate Solutions LLC Attn: Gerardo Garza
NextHome NextGen Realty	4400 TX-121, #300-317	Lewisville	TX	75056	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 Garrett
NextHome On Main	103 Van Worth St	Mansfield	TX	76063	469.865.6882	On Main, LLC Attn: Kim Pratt, Shawn Pratt
NextHome RGV Realty	5400 Ware Road, Suite 70	McAllen	TX	78504	956.283.6338	NH RGV Realty, LLC Attn: Veronica Ontiveros
NextHome Town and Country	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 Preferred Properties	8813 N Tarrant Pkwy, Suite 203	North Richland Hills	TX	76182	682.301.2396	Galarza Realty Group LLC Attn: Aixa Galarza, Jose Galarza
NextHome First Source	4808 Fairmont Pkwy, #424	Pasadena	TX	77505	281.686.3345	Grigg & Novosad, LLC Attn: Debbie Grigg
NextHome Legends Realty	303 W Harris Avenue	San Angelo	TX	76903	719.357.8898	Double Next, LLC Attn: Richard Hanby
NextHome Legends Realty	303 W Harris Avenue	San Angelo	TX	76903	325.400.7100	Double Next, LLC Attn: Richard Hanby
NextHome Leading Edge Realty	5719 Spring Night St	San Antonio	TX	78247	210-862-8663	Tomas Landin Attn: Tomas Landin
NextHome on the Coast	5800 Padre Blvd, Unit 104	South Padre Island	TX	78597	956.433.5333	Palm Breeze Real Estate LLC Attn: Tony Altermatt
NextHome Real Estate Advisors	180 State Street, Suite 225	Southlake	TX	76092	817.823.7037	Mitchell Lloyd, LLC Attn: Rodolfo Martinez

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome DA Assets	PO Box 787	Spring	TX	77383	346.298.1701	DA Assets, LLC Attn: April Taylor, Damon Taylor
NextHome Elite Advisors	77 Sugar Creek Center Blvd, Suite 600	Sugar Land	TX	77478	832-303-7026	Somnist Realty, LLC Attn: Charles Wells, Derek Wells, Candace Blue, Amanda Wells
NextHome Fine Properties	19901 Southwest Fwy	Sugar Land	TX	77479	832.526.2248	AZA Group, LLC Attn: Almas Abdullah
NextHome Realty Advisors	5487 Summerhill Road	Texarkana	TX	75503	903.832.0096	Karen Ann Hammonds Attn: Karen Hammonds
NextHome Neighbors	3300 South Broadway, Suite 105	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 Experts	10708 S 1300 E, Suite 100	Sandy	UT	84094	801-766-6000	Maxfield Real Estate, LLC Attn: Derek Seal, Amy Stevens
NextHome Navigator	3359 W Alpine Creek Way	South Jordan	UT	84095	801-845-2933	Premier Real Estate Inc. Attn: Melody Moser, Rod Moser
NextHome Advantage	202A England Street	Ashland	VA	23005	804.545.6400	Real Estate Today, Inc Attn: Susan Hall
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 Realty Select	44 Tinkling Spring Road	Fishersville	VA	22939	540.671.6635	Realty Select LLC Attn: Curtis Siever
NextHome TwoFourFive	18292 Forest Road, Suite C	Forest	VA	24551	434.382.1828	TwoFourFive Associates, LLC Attn: Wanda Ott, Krystle Hicks
NextHome Elite Plus	2217 Princess Anne Street, Suite 105-2	Fredericksburg	VA	22401	540-379-0697	Elite Realty Plus, LLC Attn: Tina Hunt
NextHome Realty Select	1516 N Shenandoah Avenue, Suite F	Front Royal	VA	22630	540.667.9097	Realty Select, LLC Attn: Curtis Siever
NextHome Advantage	2400 Old Brick Road, Suite 123	Glen Allen	VA	23060	804.545.6400	Real Estate Today, Inc. Attn: Susan Hall
NextHome Coast to Country Real Estate	3765 George Washington Memorial Hwy	Hayes	VA	23072	804.642.6126	Virginia Country Real Estate, Inc. Attn: Jeanne Hockaday
NextHome Crawford & Nelson	223 E City Hall Ave, #200G	Norfolk	VA	23510	757-891-6780	Crawford & Nelson, LLC Attn: StacyAnn Minott
NextHome Advantage	2920 W Broad Street	Richmond	VA	23230	804.545.6400	Real Estate Today, Inc. Attn: Susan Hall
NextHome Signature Properties	1806 Summit Ave, Suite 300, #504	Richmond	VA	23230	804.322.5001	The Montgomery Group, LLC Attn: Nicole Diamond
NextHome Right Choice	PO Box 8341	Roanoke	VA	24014	540.529.3792	Right Choice Properties, LLC Attn: Lori Shultz-Moore

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome Mission	44 Mine Road, Suite 2 #187	Stafford	VA	22554	540.604.8293	Mission Real Estate, LLC Attn: Michael Asmus, Chris Asmus
NextHome Capital City Realty	8500 Leesburg Pike, Suite 403	Tysons	VA	22182	703.552.2600	Capital City Realty CRB, LLC Attn: Claudia Bennett
NextHome Luxury Boutique	249 Central Park Avenue, 300-174	Virginia Beach	VA	23462	757.809.2525	Dream Girls of Real Estate, LLC Attn: Queen Claudine Ellis
NextHome NOVA Realty	92 Main St, #201-3	Warrenton	VA	20186	540.300.3198	NOVA RE LLC Attn: Michelle Hale, Mark Hale
NextHome Realty Select	306 N Cameron St	Winchester	VA	22601	540.667.9097	Realty Select LLC Attn: Curtis Siever
NextHome Realty Select	136 West Court Street	Woodstock	VA	22644	540.667.9097	Realty Select LLC Attn: Curtis Siever
NextHome Prolific	626 120th Ave NE, Suite B-100	Bellevue	WA	98005	425.590.9933	Pleasant Holdings LLC Attn: Kenny Pleasant
NextHome Northwest Living	11 Bellwether Way, #111	Bellingham	WA	98225	360.312.4330	S3 Northwest, Inc. Attn: Sean Hackney, Staci Ryan, Sean Ryan
NextHome Experience	106 Chelan St	Chelan	WA	98816	425.432.5400	Meraki NW, LLC Attn: Colleen Fischesser
NextHome 365 Realty	7607 E Greenbluff Road	Colbert	WA	99005	208.651.2983	365 North, LLC Attn: Carrie Sutton, Shawn Sutton
NextHome South Sound	1570 Wilmington Dr, Suite 200	DuPont	WA	98327	253.468.3717	Larsen Property Group LLC Attn: Susan Larsen, Kevin Burke
NextHome Signature Properties	PO Box 1473	Graham	WA	98338	916.425.6365	S & D Mitch Enterprises, Inc. Attn: Debbie Mitchell
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: Marty 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 Christensen
NextHome Navigators	1407 Agnes Street	Richland	WA	99352	509-591-9010	Whalen Real Estate Company Attn: Christopher Whalen
NextHome Realty Connection	16109 NE 33rd Avenue	Ridgefield	WA	98642	503-213-3550	PDX Home Group, LLC Attn: Steve Roesch
NextHome Solid Ground	1312 N Monroe St, Suite 275	Spokane	WA	99201	2088899242	Solid Ground Real Estate, LLC Attn: Janna McRoy
NextHome Success	913 Madison Ave	Fort Atkinson	WI	53538	920.563.4606	Affiliated Real Estate, LLC Attn: Carolyn Fox, Amy Fox
NextHome New Properties	2150 Riverside Drive	Green Bay	WI	54301	920.469.1000	Preferred Properties Group LLC Attn: Mari O'Brien
NextHome Prime Real Estate	843 Water Ave	Hillsboro	WI	54634	608.632.1043	Olerud Real Estate Group Corp. Attn: Garrick Olerud
NextHome Refined	7850 Green Bay Rd	Kenosha	WI	53142	262.960.0468	Mini Enterprise LLC Attn: Mini Samuel

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome Signature Group	9220 60th Pl	Kenosha	WI	53142	262.620.0382	Kindle Signature Group, LLC Attn: Dezarrea Kindle
NextHome Metro	6666 Odana Rd, Suite 123	Madison	WI	53719	608.444.1100	Metro Group, LLC. Attn: Randy Lenz
NextHome Star Realty	1607 Marinette Ave	Marinette	WI	54143	715.330.5330	Star Realty Investments LLC Attn: Starcha Sporrer
NextHome Hub City	216 E Upham Street	Marshfield	WI	54449	715.898.1060	Central WI Enterprises, LLC Attn: Ashley Fredrick, Stephanie Spaeth, Brian Slinkman, Keith Wilkes, Nathan Weidman
NextHome My Way	5151 S Howell Avenue, Suite A	Milwaukee	WI	53207	414.759.5486	Real Estate Solutions Team, LLC Attn: Angel Pabon
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: Nathan Olson, Joshua Zimmerman, Holly Carter
NextHome Lake Country	S39W27460 Brookhill Dr	Waukesha	WI	53189	262.806.0450	RMG Realty, Inc. Attn: Rochelle Gamauf
NextHome Prime Real Estate	100 Washington St	Westby	WI	54667	608.632.1043	Olerud Real Estate Group Corp. Attn: Garrick Olerud
NextHome Success	W7644 Kettle Moraine Dr	Whitewater	WI	53190	262.473.4454	Affiliated Real Estate, LLC Attn: Amy Fox, Carolyn Fox
NextHome Partners	480 E Grand Ave	Wisconsin Rapids	WI	54494	715.424.3000	Orange Dog, LLC Attn: Brian Slinkman, Nathan Weidman, Keith Wilkes
NextHome Realty Select	126 E Burke St	Martinsburg	WV	25401	540.667.9097	Realty Select LLC Attn: Curtis Siever
NextHome Rustic Realty	3306 Kelley Dr	Cheyenne	WY	82001	3076406339	Rustic Realty Inc. Attn: Kari Happold
NextHome Realty Connection	20 Yellow Creek Rd	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, 2022

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome Town Square Realty	46 North Alabama Avenue	Monroeville	AL	36460	251.714.0521	DBF Enterprises, LLC Attn: Donna Fleming
NextHome Redefined	1311 S. Cherry Siding Ln.	Dewey	AZ	86327	808.781.4324	Paniolo Inc. Attn: Trenton Wailehua
NextHome Locations	9119 S. Kenwood Ave	Tempe	AZ	85284	602.460.4588	Aloha Homecare LLC Attn: Cece San Diego, John San Diego, Mitsuko Crum
NextHome 3SixtyFive	1126 Voltaire Drive	Riverside	CA	92506	909.534.2067	3SixtyFive, Inc. Attn: Louisa Millington
NextHome Axis Realty	3277 S. White Road	San Jose	CA	95148	408.854.0828	THRIVE Holdings, Inc. Attn: Melinda Collins, Frances Capalla, Meggie Collins, Robert Collins, Chesca Pagkalinawan, Lauren Campanella
NextHome Space Coast Experts	274 E Eau Gallie Blvd., #372	Indian Harbour Beach	FL	32937	321.693.4874	Anchor Investments By the Sea LLC Attn: Linda Weir, Francis Wawrzyniak
NextHome Exclusive Real Estate	1705 19th Place, Suite 1-3, Unit A	Vero Beach	FL	32960	954.397.4122	Desiree C McCluskey, LLC Attn: Desiree McCluskey
NextHome Southern Properties	3623 County Road 579	Wimauma	FL	33598	813.895.8969	Southern Property and Land Management Inc. Attn: Timothy Moylan
NextHome Realty Marketing	300 Colonial Center Pkwy, Suite 100	Roswell	GA	30076	678.306.6807	Buyers & Sellers Wise Choice Realty, LLC Attn: Garrick Ratcliff
NextHome Your Way	4949 Westown Parkway, Suite 165	West Des Moines	IA	50266	515.223.9716	Liz Mondloch Enterprises, Inc. Attn: Liz Lashier
NextHome QC Realty	1202 2nd Avenue, Suite 2	Rapids City	IL	61278	309-302-0019	FiveGoldKeys LLC Attn: Debra Holdampf
NextHome Real Estate Connections	7360 E 1st Drive, PO Box 162	Riley	IN	47807	812.230.5448	Symons Connection LLC Attn: Tracey Symon
NextHome Luxury Realty	100 Conifer Hill Drive, Suite 514	Danvers	MA	01923	617.826.1166	SUVASSA REALTY LLC Attn: Sandeep Arora
NextHome Coast2Coast	23 Summer Street, Suite A	Rockland	ME	04841	239.287.5573	Go McGuire, Inc. Attn: Suzanne McGuire
NextHome Mountain Life	10292 Coulter Pine St.	Lolo	MT	59847	406.531.5440	Mooney Real Estate Partners, LLC Attn: Melissa Mooney
NextHome Modern Realty	89 Main Street	West Lebanon	NH	03784	603.748.3039	The Molloy Group, LLC Attn: Spenser Molloy, Brian Molloy
NextHome Violet Realty	48 Newton Ave., #50	Woodbury	NJ	08096	856.381.5796	The Nancy Allebach Group, LLC Attn: Nancy Allebach
NextHome CREA Real Estate	6671 S. Las Vegas Blvd, Suite D210	Las Vegas	NV	89119	626.255.4939	CREA Realty Group, Inc. Attn: Sal Torres
NextHome Finger Lakes Realty	405 Eastern Boulevard	Canandaigua	NY	14424	781.298.5749	Business Bank Consulting, Inc. Attn: Maurice Matteson

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT INFORMATION
NextHome Lenny Gaines & Co.	225 South Pleasantburg Drive, C-15	Greenville	SC	29607	864.556.3731	L Gaines Enterprises, LLC Attn: Lemuel Gaines
NextHome Music City Realty	209 10th Avenue South, Suite 560, #65	Nashville	TN	37203	615.801.2541, 615.962.3009	T&T Partners LLC Attn: Todd Grubaugh, Tad Ritchison
NextHome Reputed	12005 Ford Rd., #100	Dallas	TX	75234	832.712.7697	Rajesh Bhatia, LLC Attn: Rajesh Bhatia
NextHome NTX Real Estate	6777 Camp Bowie Blvd, Suite 323	Fort Worth	TX	76116	817.564.2927	Stiles Companies, LLC Attn: Graham Stiles
NextHome Centurion Realty	P.O. Box 690965	Houston	TX	77269	281.703.2167	Centurion Investment and Development Inc. Attn: George Kawaja, Debra Kawaja
NextHome On Main	641 Highlander Ave, Suite 102	Midlothian	TX	76065	496.940.6398	On Main, LLC Attn: Shawn Pratt, Kim Pratt
NextHome Pulse Real Estate	11815 Fountain Way, Suite 300	Newport News	VA	23606	757.902.2862	Pulse Real Estate LLC Attn: Elias Cox
NextHome Select Realty	1700 Sand Acres Drive, Suite 2A	De Pere	WI	54115	920-204-6939	Select Real Estate, LLC Attn: Michael Nemecek, Todd Langer
NextHome Strategy	1223 W. Main St., #201	Sun Prairie	WI	53590	608.770.9148	Lavant Group, LLC Attn: Corey Fischbach, Hugo Gonzalez

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 Southern Realty Attn: Jean Burford, Ben Burford	Birmingham	AL	205.881.1600	Termination - Mutual
NextHome Living Attn: Robyn Jones, Alvin Jones	Calabasas	CA	818.415.2650	Expiration
NextHome Anthem Realty Attn: Vincent Martinez	Cerritos	CA	562.253.9927	Expiration
NextHome Millennium Attn: Cara Richey, Brian Kirk	Citrus Heights	CA	916.910.3006	Expiration
NextHome Landcastle Luxury Attn: James Brennan, Mark Milz	Danville	CA	925-855-7454	Expiration
NextHome Cedar Street Realty Attn: Amy Rivers, Sherry Montalvo	Modesto	CA	916-550-9616	Expiration
NextHome Central Coast Properties Attn: Cody Wilcoxson	Paso Robles	CA	805.748.2477	Expiration
NextHome Citrus City Attn: Scott Gieser	Riverside	CA	951-531-3621	Termination - Mutual
NextHome Modern Market Attn: Clare LeForce	Tracy	CA	480-758-9065	Termination - Mutual
NextHome Pikes Peak Realty Attn: Josh Roy	Colorado Springs	CO	719-322-7664	Expiration
NextHome Choice Attn: Kristie DeLay	Granby	CO	970.531.3285	Termination - Mutual
NextHome Connect Realty Attn: Annett T. Block	Fort Lauderdale	FL	954.543.1794	Expiration
NextHome Banke Realty Attn: Raudel La O	Hialeah	FL	305.563.8171	Termination - Other
NextHome Family 1st Realty Attn: Yarilis Villarrubia	Kissimmee	FL	407.486.2532	Expiration
NextHome King Realty Attn: Hao Li	Miami Lakes	FL	689-205-8600	Expiration
NextHome Marketplace Attn: Frank Green	Ocala	FL	352.351.2118	Expiration
NextHome Discovery Attn: Anand Patel	Tampa	FL	(813) 867-4417	Expiration
NextHome Journey Attn: Kelli Excell, Merrill Sharp, Janet Sharp	Ames	IA	515.232.5240	Expiration
NextHome Legacy Attn: Van Ling	Indianapolis	IN	317.608.8790	Termination - Premature
NextHome Bluegrass Attn: Angie Alexander	Berea	KY	859-893-2176	Termination - Other

FRANCHISEE	CITY	STATE	PHONE	REASON
NextHome Real Estate Professionals Attn: Dennis Crayton	Loranger	LA	985.249.0777	Termination - Mutual
NextHome Ross Realty Group Attn: Colleen Ross	Foxboro	MA	781.603.6835	Expiration
NextHome 2BUY-R-SELL Attn: Denise Outlaw	St. Louis	MO	314.442.8881	Expiration
NextHome Premier Properties Attn: Corey Oliszczak	Bozeman	MT	406-698-6330	Expiration
NextHome AVL Realty Attn: Lynn Bolser	Asheville	NC	828.674.5316	Termination - Mutual
NextHome Town Realty Attn: Shannon Moore, Jaimie Patterson, Jean Ann Anderson-Wood	Reidsville	NC	336.772.3221	Termination - Mutual
NextHome At Your Service Attn: Mathieu Corbeil	Las Vegas	NV	702.956.7651	Expiration
NextHome NW Realty Attn: Kurt Kalimanis	Bend	OR	541.797.8020	Expiration
NextHome Willamette Attn: Ben Andrews	Clackamas	OR	503.206.NEXT	Termination - Mutual
NextHome Choice Properties Attn: Patricia Akins	Roseburg	OR	541-677-6077	Termination - Mutual
NextHome Affinity Realty Attn: Luis Viera	Plymouth Meeting	PA	267.312.4330	Expiration
NextHome Coast to Coast Attn: Brian Buonaiuto	Bristol	RI	401.641.9017	Expiration
NextHome Approved Attn: Denise Martin, Xavier Abrams	Southlake	TX	209.395.3848	Termination - Other
NextHome Living The Northwest Attn: Sheryl Van Dinter, Michael Van Dinter	Spokane Valley	WA	509-999-9790	Expiration
NextHome Willamette Attn: Ben Andrews	Vancouver	WA	503.206.NEXT	Termination - Mutual

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
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5 Nondisclosure and Noncompetition Agreement
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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.

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 and, if applicable, the Casan Collection Addendum.

"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.

"Technology Fee(s)" has the meaning provided in Section 7.4 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 is 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 of 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, 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 (a) convert the other businesses to the *NextHome* System and/or *NextHome* Network, (b) permit the other businesses to continue to operate under another name(s), and/or (c) 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 Technology Fees, 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 reduced to the greater of: (a) $4,500 or (b) 50% of the then-current initial franchise fee for a five-year term, 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 $125 ("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: an amount equal to $210, if you have a one-year term, or $200, 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 or when a Licensed Associate joins your Office (with respect to transactions related to such Licensed Associate) 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, if any of your Licensed Associates are not a member of a Team, at least one of those 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 $125 for each Team affiliated with your Office, and (b) (i) $120 for each Team member that is a Licensed Associate, if this Agreement has a one-year term, or (ii) $100 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 $90, if this Agreement has a one-year term, or $80, 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 or when a Licensed Associate joins your Office (with respect to transactions related to such Licensed Associate).

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 $4,500. 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 $4,500. 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) $4,250 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 $4,250 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 $250 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

We have formed a tax-exempt non-profit foundation, NextHome Disaster Relief Foundation ("**NextHome Disaster Relief Foundation**"), to assist NextHome franchisees who suffer from a natural or man-made disaster (the "**Disaster Relief Program**"). NextHome Disaster Relief Foundation is controlled by a board of directors, which currently includes NextHome franchisees and certain of our senior officers but the board of directors may modify the composition of the board from time to time. You must pay NextHome Disaster Relief Foundation a fee per Office on the Start Date and annually thereafter on the anniversary of the Start Date (the "**Disaster Relief Contribution**"). The amount of the Disaster Relief Contribution will depend on the number of staff members employed by your Office, as listed on your Office's roster in our reporting system as of the date the Disaster Relief Contribution is assessed each year (the "**Staff Members**"). The Disaster Relief Contribution is currently equal to: (a) $299 if your Office has fewer than 26 Staff Members; (b) $499 if your Office has 26 to 75 Staff Members; or (c) $899 if your Office has more than 75 Staff Members. The Disaster Relief Program is designed to assist the *NextHome* Network in supporting each other if disaster strikes. If a disaster occurs (whether personal or business related), and you have timely paid the Disaster Relief Contribution during the term of this Agreement, you, your agents, and your employees may each apply to NextHome Disaster Relief Foundation for a grant, not to exceed $2,000 per applicant, to help you and them recover from the disaster. NextHome Disaster Relief Foundation will evaluate such applications and pay disaster relief grants in accordance with the Disaster Relief Program policies set forth in the manual (which may be modified from time to time). You, your employees, and your agents may each submit only one application per calendar year to NextHome Disaster Relief Foundation.

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. You must not use any promotional or advertising materials that we have not approved or have disapproved. If you fail to comply with the Branding Guidelines, Franchisee Materials, applicable law or any of our other standards or guidelines for advertising and promotion, we may terminate this Agreement pursuant to Section 13.2(c).

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 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 above, 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, and you must ensure that each of your Licensed Associates also adheres to such standards. 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, including, without limitation, Errors & Omissions insurance covering you and each of your Licensed Associates with a per-limit claim of not less than $1,000,000 and a comprehensive Business Owners Policy that includes bodily injury/property damage coverage of no less than $1,000,000 per claim and $2,000,000 aggregate coverage. 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 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 you or any of your Licensed Associates fail to adhere to the highest standards of professional conduct, courtesy, honesty, integrity, ethical behavior, or good faith and fair dealing, or you or any of your Licensed Associates fail to comply with all applicable laws. For the first such violation by you or any of your Licensed Associates, you must correct (or cause the Licensed Associate to correct) the failure within twenty (20) days after delivery of written notice. If you or your Licensed

Associates commit a second default under this subsection (m) during the term of this Agreement, we may terminate this Agreement upon delivery of written notice to you, without any opportunity to correct the failure;

(n) If we reasonably determine that the continued operation of your Office will pose a threat to public health or safety;

(o) If you become insolvent;

(p) 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;

(q) 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

(r) 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 and your Licensed Associates 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 $4,020, 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, $19,500 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.

WE MAKE NO REPRESENTATIONS OR PROMISES OF ANY KIND EXCEPT THOSE SPECIFICALLY STATED IN THIS AGREEMENT AND THE FDD. 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.

17. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

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	Franchisor
_____	NEXTHOME, INC. a Delaware corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	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.)

Non-compete provisions are void under California law.

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 Statues.

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.

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

Franchisee	Franchisor
_____	NEXTHOME, INC. a Delaware corporation
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, ACKNOWLEDGEMENT OF CLOSING, AND RELATED AGREEMENTS

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	Franchisor
_____	NEXTHOME, INC. a Delaware corporation
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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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:

☐ $4,500 (One-year term)

☐ $8,750 (Five-year term)

Renewal Fee: ☐ $_____

Branch Office Fee: ☐ $_____

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 **"Releasors"**), 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 Releasor 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 Releasor 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 Releasors) 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 Releasors) 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:_____]

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. Notwithstanding the foregoing, your use of certain Materials, including but not limited to certain services provided by NextHome’s licensors, may require you to agree to and comply with additional terms and conditions. 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, (c) unavailability of services provided by third-party licensors, and (d) any unavailability caused by circumstances of Force Majeure described below. Furthermore, NextHome does not warrant the accessibility of the Intranet, inaccessibility of 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 products and services. 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 and hosted services 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.

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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

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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.

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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, videos, 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	Franchisee
_____	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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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:_____

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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 _____, 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:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

NextHome, Inc.

ACKNOWLEDGMENT AT CLOSING

EXHIBIT F
to *NextHome* Franchise Disclosure Document

NOT FOR USE WITH FRANCHISEES OR FRANCHISES SUBJECT TO STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN

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.

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	Franchisee
_____	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Franchisee	Franchisee
_____	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	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 _____

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	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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):

☐	James Dwiggins	All have the following address and telephone number:
☐	Tei Baishiki	4309 Hacienda Drive, Suite 110
☐	Charis Noel Moreno	Pleasanton, CA 94588
☐	Keith Robinson	Telephone: 855-925-6398
☐	Jim Fischetti	

Issuance Date: December 30, 2022.

I received a disclosure document dated December 30, 2022, 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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