

Provision	Section in Franchise Agreement	Summary
o. Our option to purchase your business	Section 17	We may, but are not required to, purchase your inventory and equipment at fair market value if your franchise is terminated for any reason
p. Your death or disability	Section 16.10	Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 days
q. Non-competition covenants during the term of franchise	Section 15	No involvement in competing business anywhere in US subject to applicable state law
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of Franchise Agreement	Sections 3.3, 4.5 & 21.9	No modifications of Franchise Agreement during term generally, but Operations Manual subject to change. Modifications permitted on renewal
t. Integration/merger clause	Section 21.5	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Disclosure Document and Franchise Agreement including addenda or exhibits may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 20	Except for certain claims and subject to applicable state law, all disputes must be arbitrated in Arizona
v. Choice of forum	Sections 20.1 & 21.1	Arbitration or litigation must be conducted in Arizona, subject to applicable state law
w. Choice of law	Sections 20.1 & 21.1	Arizona law applies, subject to applicable state law

ITEM 18: PUBLIC FIGURES

We do not currently use any public figure 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 Bryan Brooks, Senior Vice President of Franchise Sales, HomeSmart International, LLC, Franchise Services, at 8388 East Hartford Dr., Suite 100, Scottsdale, AZ 85255, and (602) 889-2100, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide HomeSmart Real Estate Brokerage Business Summary
For Years 2023 to 2025

Business Type	Year	Businesses at Start of the Year	Businesses at End of the Year	Net Change
Franchised HomeSmart Real Estate Brokerage Businesses	2023	171	180	+9
	2024	180	205	+25
	2025	205	201	-4
Company Owned* HomeSmart Real Estate Brokerage Businesses	2023	68	65	-3
	2024	65	57	-8
	2025	57	57	0
Total Outlets	2023	239	245	+6
	2024	245	262	+17
	2025	262	258	-4

* The company-owned locations disclosed in this ITEM 14 are owned and operated by our Affiliates.

Table No. 2
Transfers of HomeSmart Real Estate Brokerage Businesses
from Franchisees to New Owners
(Other than to HomeSmart or its Affiliates)
For Years 2023 to 2025

State	Year	Number of Transfers
Arizona	2023	1
	2024	1
	2025	0
California	2023	0
	2024	1
	2025	0
Idaho	2023	0
	2024	1
	2025	0