

## FRANCHISE DISCLOSURE DOCUMENT



MERRY MAIDS SPE LLC  
A Delaware Limited Liability Company  
One Glenlake Parkway, 14th Floor  
Atlanta, Georgia 30328  
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www.merrymaids.com

We grant Merry Maids® franchises that offer house and window cleaning services to residential customers who do not have the time or the desire to clean regularly.

The total investment necessary to begin operation of a Merry Maids® franchise ranges from \$126,880 to \$165,610. This includes \$61,998 to \$62,497 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement or make any payment in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, or by phone at 800-756-5656.

The terms of your franchise agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your franchise agreement. Read all of your franchise agreement carefully. Show your franchise agreement and this disclosure document to an advisor, like 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 of 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 ("FTC"). You can contact the FTC at 1.877.FTC.HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. In addition, there may also be laws on franchising in your state. Ask your state agency or visit your public library for other sources of information on franchising.

The issuance date of this disclosure document is May 9, 2024, as amended on September 9, 2024 and January 16, 2025.

## 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
<b>How much can I earn?</b>	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 Exhibits D and E.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Merry Maids business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a Merry Maids franchisee?</b>	Item 20 or Exhibits D and E lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 C.

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, arbitration and/or litigation only in Georgia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Georgia than in your own state.
2. **Mandatory Minimum Payment:** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Spousal Liability:** Your spouse must sign a document that makes your spouse, if they are in any way involved in the operation of the franchise, liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
5. **Turnover Rate.** During the last three years, 86 outlets were terminated, not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.
6. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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  
REQUIRED BY  
STATE OF 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.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (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 which 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, which 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 which 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.

**THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

- (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 which 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) The failure of the proposed transferee to meet the franchisor's then-current 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 which 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 the Department of Attorney General, State of Michigan, G. Mennen Williams Building, 1<sup>st</sup> Floor, 525 West Ottawa, Lansing, Michigan 48913, telephone (517) 335-7567.

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### **Exhibits:**

A	Franchise Agreement
B	Financial Statements and Guaranty
C	State Franchise Agencies and Agents for Service of Process
D	Franchisee List
E	List of Franchisees Who Left the System
F	State Specific Addenda to FDD and to Franchise Agreement (where applicable)
G	Operations Manual Table of Contents
H	Customer Acquisition Agreement
I	Merry Maids Team Mobility End User License Agreement
J	State Effective Dates and Franchise Disclosure Document Receipts

## ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, “we,” “us,” “our,” or “**Franchisor**” means Merry Maids SPE LLC, the franchisor. “You,” “your,” or “**Franchisee**” means the person or entity purchasing a franchise. If you are a corporation, partnership, limited liability company or other entity, “you” includes your owners.

### **The Franchisor**

We are a Delaware limited liability company formed in October 2020. Our principal business address is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. We do business under the name Merry Maids. Our agents for service of process are listed in Exhibit C.

Our business is limited to franchising residential cleaning businesses under the Merry Maids trademark throughout the United States. We have offered Merry Maids® franchises since March 2021. We operated three Merry Maids businesses from March 2021 to 2022. We do not offer franchises or engage in any other line of business, nor have we done so prior to the date of this Disclosure Document.

### **Parents**

We are a direct subsidiary of ServiceMaster Systems LLC (“**SM Systems**”), a Delaware limited liability company with a principal address at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. SM Systems guarantees the performance of our obligations under our franchise agreements and is a supplier of certain products to our franchisees.

We are an indirect subsidiary of ServiceMaster OpCo Holdings LLC (“**SM Manager**”), a Delaware limited liability company with a principal address at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. SM Manager provides management and support services to us and our franchisees.

SM Manager is a direct subsidiary of RW Purchaser LLC (“**RW Purchaser**”), a Delaware limited liability company with a principal address at 1180 Peachtree Street, N.E., Suite 2500, Atlanta, Georgia 30309. RW Purchaser acquired SM Manager and became our indirect parent in an acquisition that occurred on October 1, 2020 (the “**Acquisition**”).

RW Purchaser is indirectly owned by RW Parent LLC (“**RW Parent**”), a Delaware limited liability company with a principal address at 1180 Peachtree Street, N.E., Suite 2500, Atlanta, Georgia 30309, which is our ultimate parent. RW Parent is owned by private equity funds managed by Roark Capital Management LLC, an Atlanta-based private equity firm.

### **Predecessors**

Our predecessor, Merry Maids Limited Partnership (“**Predecessor**”), a Delaware limited partnership, offered Merry Maids® franchises between 1980 and December 2020. Predecessor did not offer franchises in any other line of business. The principal address of Predecessor is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328.

Prior to the Acquisition, SM Manager (and its subsidiaries, including Predecessor) had been indirectly owned by The ServiceMaster Company LLC (“**Former Parent**”) and indirectly owned by ServiceMaster Global Holdings, Inc., a publicly traded company.



## **Securitization Transaction**

RW Parent and its subsidiaries were restructured as part of a secured financing transaction that closed on December 9, 2020 (the “**Securitization Transaction**”). As part of the Securitization Transaction, (i) we became the franchisor of the Merry Maids® system; (ii) Predecessor assigned to us all existing Merry Maids® franchise agreements and related agreements; (iii) ServiceMaster ICo LLC (“**SM IP**”), an affiliate of Parent, assigned ownership of all Marks (as defined in Item 13) and certain intellectual property relating to the operation of Merry Maids® franchises to a subsidiary of Parent, ServiceMaster Clean/Restore SPE LLC; and (iv) ServiceMaster Clean/Restore SPE LLC licensed the Marks and intellectual property related to the operation of Merry Maids® franchises to us. RW Parent and its subsidiaries may enter into other secured financing transactions in the future.

At the time of the closing of the Securitization Transaction, we entered into a management agreement with SM Manager for SM Manager to provide the required support and services to franchisees under their franchise agreements. SM Manager also acts as our franchise sales agent. We will pay management fees to SM Manager for these services. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

## **Affiliates Under the Control of RW Parent**

Our affiliates under the control of RW Parent that currently offer other franchises include:

ServiceMaster Clean/Restore SPE LLC (“**ServiceMaster**”), a Delaware limited liability company, franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. The principal address for ServiceMaster is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. ServiceMaster and its predecessors began offering franchises in 1952. As of December 31, 2023, ServiceMaster had 599 ServiceMaster Clean franchises and 2,046 ServiceMaster Restore franchises operating in the United States.

Two Men and a Truck SPE LLC (“**Two Men and a Truck**”), a Delaware limited liability company, franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck® mark. The principal address for Two Men and a Truck is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. Two Men and a Truck’s predecessor began offering Two Men and a Truck franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in June 2023. As of December 31, 2023, there were 313 franchised and three company-owned Two Men and a Truck businesses in the United States. As of December 31, 2023, there were 20 franchised Two Men and a Junk Truck businesses in the United States.

ServiceMaster of Canada Limited (“**SM Canada**”) offers ServiceMaster Clean®, ServiceMaster Restore®, and Merry Maids® franchises in Canada. SM Canada also offered AmeriSpec® and Furniture Medic® franchises through April 2023. The principal address for SM Canada is 2275 Upper Middle Road East, Suite #200, Oakville, Ontario, L6H 0C3. As of December 31, 2023, there were approximately 306 franchises in Canada under the ServiceMaster Clean®, ServiceMaster Restore®, and Merry Maids® trade names and trademarks serving residential and commercial customers throughout Canada.

ServiceMaster Limited (“**SM UK**”) offers ServiceMaster Clean®, ServiceMaster Restore®, Merry Maids®, TruGreen®, and Rosemary Bookkeeping® franchises in Great Britain. SM UK also offered Furniture Medic® franchises through April 2023. The principal address for SM UK is ServiceMaster House, Tigers Road, Wigston, Leicester, The United Kingdom. As of December 31, 2023, there were approximately 353 franchises in Great Britain that operate using the ServiceMaster Clean®, ServiceMaster Restore®, Merry Maids®, Furniture Medic®, TruGreen®, and Rosemary Bookkeeping® trade names and trademarks.

ServiceMaster, Two Men and a Truck, SM Canada, and SM UK have never offered franchises in any line of business (except as provided above), have never conducted a business of the type you will operate, and do not provide products or services to our franchisees.

In this Disclosure Document, we refer to ServiceMaster, Two Men and a Truck, and us collectively as the “**SM Franchisors**.”

### **Other Affiliated Franchise Programs**

Through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, we are affiliated with the following franchise programs (“**Affiliated Programs**”). None of these affiliates operate a ServiceMaster® franchise.

**GoTo Foods Inc.** (“**GoTo Foods**”) is the indirect parent company to seven franchisors, including: Auntie Anne’s Franchisor SPV LLC (“**Auntie Anne’s**”), Carvel Franchisor SPV LLC (“**Carvel**”), Cinnabon Franchisor SPV LLC (“**Cinnabon**”), Jamba Juice Franchisor SPV LLC (“**Jamba**”), McAlister’s Franchisor SPV LLC (“**McAlister’s**”), Moe’s Franchisor SPV LLC (“**Moe’s**”), and Schlotzsky’s Franchisor SPV LLC (“**Schlotzsky’s**”). All seven GoTo Foods franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

**Auntie Anne’s** franchises Auntie Anne’s® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne’s system became affiliated with GoTo Foods through an acquisition. Auntie Anne’s predecessor began offering franchises in January 1991. As of December 31, 2023, there were 1,156 franchised and 11 affiliate-owned Auntie Anne’s shops in the United States and 817 franchised Auntie Anne’s shops outside the United States.

**Carvel** franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with GoTo Foods in November 2004. Carvel’s predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2023, there were 324 franchised Carvel shoppes in the United States and 29 franchised Carvel shoppes outside the United States.

**Cinnabon** franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle’s Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with GoTo Foods through an acquisition. Cinnabon’s predecessor began franchising in 1990. As of December 31, 2023, there were 952 franchised and 22 affiliate-owned Cinnabon bakeries in the United States and 952 franchised Cinnabon bakeries outside the United States. In addition, as of December 31, 2023, there were 185 franchised Seattle’s Best Coffee units outside the United States.

**Jamba** franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with GoTo Foods through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2023, there were approximately 733 franchised Jamba stores in the United States and 57 franchised Jamba stores outside the United States.

**McAlister's** franchises McAlister's Deli® restaurants which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with GoTo Foods in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2023, there were 506 domestic franchised McAlister's restaurants and 33 affiliate-owned restaurants operating in the United States.

**Moe's** franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2023, there were 606 franchised and six affiliate-owned Moe's Southwest Grill restaurants in the United States.

**Schlotzsky's** franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2023, there were 295 franchised Schlotzsky's restaurants and 22 affiliate-owned restaurants operating in the United States.

**Inspire Brands, Inc.** ("**Inspire Brands**") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to six franchisors offering and selling franchises in the United States, including: Arby's Franchisor, LLC ("**Arby's**"), Baskin-Robbins Franchising LLC ("**Baskin-Robbins**"), Buffalo Wild Wings International, Inc. ("**Buffalo Wild Wings**"), Dunkin' Donuts Franchising LLC ("**Dunkin'**"), Jimmy John's Franchisor SPV, LLC ("**Jimmy John's**"), and Sonic Franchising LLC ("**Sonic**"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("**Inspire International**"), DB Canadian Franchising ULC ("**DB Canada**"), DDBR International LLC ("**DB China**"), DD Brasil Franchising Ltda. ("**DB Brasil**"), DB Mexican Franchising LLC ("**DB Mexico**"), and BR UK Franchising LLC ("**BR UK**"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

**Arby's** is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed. As of December 31, 2023, there were 3,413 Arby's restaurants operating in the United States (2,316 franchised and 1,097 company-owned) and 200 franchised Arby's restaurants operating internationally.

**Buffalo Wild Wings** is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services

under Buffalo Wild Wings® name (“**Buffalo Wild Wings Sports Bars**”) and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name (“**BWW-GO Restaurants**”). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of December 31, 2023, there were 1,185 Buffalo Wild Wings Sports Bars operating in the United States (533 franchised and 652 company-owned) and 65 franchised Buffalo Wild Wings or B-Dubs restaurants operating outside the United States. As of December 31, 2023, there were 79 BWW-GO Restaurants operating in the United States (31 franchised and 48 company-owned).

**Sonic** is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of December 31, 2023, there were 3,521 Sonic Drive-Ins operating in the United States (3,195 franchised and 326 company-owned).

**Jimmy John’s** is a franchisor of restaurants operating under the Jimmy John’s® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John’s became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. As of December 31, 2023, there were 2,644 Jimmy John’s restaurants operating in the United States (2,604 franchised and 40 affiliate-owned). Of those 2,644 restaurants, 2,641 were singled-branded Jimmy John’s restaurants and three were franchised Jimmy John’s restaurants operating at multi-brand locations.

**Dunkin’** is a franchisor of Dunkin’® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin’ became an Affiliated Program through an acquisition in December 2020. Dunkin’ has offered franchises in the United States and certain international markets for Dunkin’ restaurants since March 2006. As of December 31, 2023, there were 9,580 Dunkin’ restaurants operating in the United States (9,548 franchised and 32 company-owned). Of those 9,580 restaurants, 8,295 were single-branded Dunkin’ restaurants, two were franchised Dunkin’ restaurants operating at multi-brand locations, and 1,283 were franchised Dunkin’ and Baskin-Robbins combo restaurants. Additionally, as of December 31, 2023, there were 4,210 single-branded franchised Dunkin’ restaurants operating internationally.

**Baskin-Robbins** is a franchisor of Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of December 31, 2023, there were 2,261 franchised Baskin-Robbins restaurants operating in the United States. Of those 2,261 restaurants, 977 were single-branded Baskin-Robbins restaurants, one was a Baskin-Robbins restaurant operating at a multi-brand location, and 1,283 were Dunkin’ and Baskin-Robbins combo restaurants. Additionally, as of December 31, 2023, there were 5,383 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

**Inspire International** has, directly or through its predecessors, offered and sold franchises outside the United States for the following brands: Arby’s restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John’s restaurants (since November 2022), and Sonic restaurants (since November 2019). **DB Canada** was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. **DB China** has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. **DB Brasil** has offered and sold Dunkin’ and Baskin-Robbins franchises in Brazil since its formation in May 2014.

**DB Mexico** has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. **BR UK** has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

**Primrose School Franchising SPE, LLC ("Primrose")** is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988. As of December 31, 2023, there were 505 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

**ME SPE Franchising, LLC ("Massage Envy")** is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2023, there were 1,053 Massage Envy locations operating in the United States, including 1044 operated as total body care Massage Envy businesses and nine operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2023, there were nine regional developers operating 11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

**CKE Inc. ("CKE")**, through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 29, 2024, there were 204 company-operated Hardee's restaurants and there were 1,406 domestic franchised Hardee's restaurants, including 136 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 458 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 29, 2024, there were 49 company-operated Carl's Jr. restaurants, and there were 1,019 domestic franchised Carl's Jr. restaurants, including 243 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 661 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

**Driven Holdings, LLC ("Driven Holdings")** is the indirect parent company to nine franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Merlin Franchisor SPV LLC ("**Merlin**"), Econo Lube Franchisor SPV LLC ("**Econo Lube**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (which included Meineke, Maaco, Merlin and

Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, Econo Lube, Merlin, CARSTAR, Take 5, Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. None of these franchise systems have offered franchises in any other line of business.

**Meineke** franchises automotive centers that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 30, 2023, there were 698 franchised Meineke centers, 22 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

**Maaco** and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 30, 2023, there were 373 franchised Maaco centers and no company-owned Maaco centers in the United States.

**Merlin** franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 30, 2023, there were 22 Merlin franchises and no company-owned Merlin shops located in the United States.

**Econo Lube** offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 30, 2023, there were nine Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

**1-800-Radiator** franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 30, 2023, there were 196 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 30, 2023, owned and operated one 1-800-Radiator warehouse in the United States.

**CARSTAR** offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering

franchises for new automobile repair facilities in October 1995. As of December 30, 2023, there were 455 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

**Take 5** franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 30, 2023, there were 325 franchised Take 5 outlets and 643 affiliate-owned Take 5 outlets operating in the United States.

**Abra** franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December 30, 2023, there were 57 franchised Abra repair centers and no company-owned repair centers operating in the United States.

**FUSA** franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 30, 2023, there were 203 franchised Fix Auto repair shops operating in the United States, nine of which are operated by FUSA's affiliate under a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012.

As of December 30, 2023, there were: (i) 15 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 18 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 313 franchised CARSTAR facilities and one company-owned CARSTAR facility in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) 57 franchised UniglassPlus businesses, 27 franchised UniglassPlus/Ziebart businesses, and five franchised Uniglass Express businesses in Canada, and two company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, 57 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and three company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) 32 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) 12 franchised Go! Glass & Accessories businesses and no franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In January 2022, Driven Brands acquired Auto Glass Now's repair locations. As of December 30, 2023, there were more than 220 repair locations operating under the AUTOGLASSNOW® name in the United States ("AGN Repair Locations"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

**NBC Franchisor LLC ("NBC")** franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2023, there were 562 Nothing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

**Mathnasium Center Licensing, LLC ("Mathnasium")** franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2023, there were 968 franchised and 4 affiliate-owned Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

**Mathnasium Center Licensing Canada, Inc.** has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2023, there were 89 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, 2023, there were 79 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

**Youth Enrichment Brands, LLC** is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC ("i9"), SafeSplash Brands, LLC also known as "**Streamline Brands**"), and School of Rock Franchising LLC ("**School of Rock**"). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have never offered franchises in any other line of business.

**i9** franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2023, there were 245 i9 Sports franchises in the United States.

**Streamline Brands** offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through April 2023. Streamline Brands



became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2023, there were 128 franchised and company-owned SafeSplash Swim School outlets (including 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States.

**School of Rock** franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, 2023, there were 234 franchised and 47 affiliate-owned School of Rock schools in the United States and 78 franchised School of Rock schools outside the United States.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

### **The Franchise Offering**

A Merry Maids® franchised business (a “**Franchised Business**”) provides one-time and ongoing residential cleaning services to customers in all sizes of homes. Franchised Businesses offer à la carte services and full-service cleaning services.

The Merry Maids® system utilizes a regular cleaning concept composed of a certain number of integral parts, all of which are necessary for a successful operation and are described in this Disclosure Document and our confidential operations manual (the “**Operations Manual**”). If we grant you a Franchised Business, we will grant you the right to operate such franchise under the Merry Maids® trade names, trademarks, service marks, and logos that we specify in your Franchise Agreement or otherwise in writing from time to time (the “**Marks**”). We may add to, change, or remove Marks from time to time.

If we offer a franchise to you, you will sign a franchise agreement (a “**Franchise Agreement**”), which will grant you the right to establish and operate a Franchised Business within a territory specified in the Franchise Agreement in which you will have limited protected rights (a “**Territory**”). Our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit A.

We currently offer franchisees the opportunity to participate in the Merry Maids National Accounts Program (the “**National Accounts Program**”). We enter into agreements with national customers (“**National Accounts**”) for our franchisees to provide services to their employees, residents, or other affiliated individuals in accordance with negotiated rates and terms. If you choose to participate in the National Accounts Program, you must adhere to the terms and conditions required by these National Accounts when you provide services for a National Account customer. You may be required to sign a service provider agreement with us and pay an administration fee to be applied to the expenses incurred in operating a National Accounts Program. You have the option of declining a lead from a National Account, but you must refer the lead back to us.

If you participate in the National Accounts Program, you will be eligible to receive leads for customers located within your Territory. However, we have the absolute right to distribute leads or not distribute leads according to our judgment. There is no guarantee that if you are part of the National Accounts Program you will get any leads. If you do not participate in the National Accounts Program, we have the right to refer the leads in your Territory to other cleaning or maid services businesses.

## **Competition**

Your competitors include live-in providers of in-home cleaning services, other national and regional companies who franchise similar businesses and their franchisees, and individuals, companies and partnerships of varying sizes and scopes who offer cleaning services.

## **Industry-Specific Regulations**

We do not know of any specific federal industry specific regulations which would govern the operation of the Franchised Business. You will be responsible for contacting your local and state government agencies regarding restrictions of the operation of the Franchised Business and for complying with any federal, state, or local laws and regulations.

## **ITEM 2: BUSINESS EXPERIENCE**

### **Chief Executive Officer: Jon Nobis**

Mr. Nobis has been the Chief Executive Officer for us, each of the other SM Franchisors, SM Manager, RW Purchaser, and a number of other related entities since September 2024. He has also been a Manager of RW Parent since September 2024. From November 2021 to September 2024, Mr. Nobis served as the Chief Information Officer for SM Manager in Atlanta, Georgia. From March 2018 to April 2022, he was the Chief Executive Officer for Two Men and a Truck/International, LLC in Lansing, Michigan. Mr. Nobis serves in his present capacities in Atlanta, Georgia.

### **President: Regan Stokes**

Ms. Stokes has been our President since January 2025. From November 2023 to January 2025, she served as Executive President of The Original Fit Factory Ltd. in Las Vegas, Nevada. She served as Brand President for Pure Barre, serving in such role for PB Franchising SPV, LLC from March 2023 to October 2023 and for PB Franchising, LLC from January 2021 to October 2023 in Irvine, California. From May 2019 to January 2021, she was the Senior Vice President of Operations for PB Franchising, LLC in Irvine, California. Ms. Stokes serves in her present capacity in Las Vegas, Nevada.

### **Chief Financial Officer & Treasurer: Sunil Doshi**

Mr. Doshi has been the Chief Financial Officer & Treasurer for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser, and a number of other related entities since August 2024. From June 2020 to July 2024, he served in a variety of roles for Fossil Group, Inc. in Richardson, Texas, including Executive Vice President, Chief Financial Officer and Treasurer from March 2021 to June 2024 and Senior Vice President, Global Finance and Accounting and Chief Accounting Officer from June 2020 to March 2021. From February 2019 to May 2020, Mr. Doshi was the Chief Financial Officer for Mitra QSR KNE, LLC. Mr. Doshi serves in his present capacities in Atlanta, Georgia.

### **General Counsel: Josh Burnette**

Mr. Burnette has been our General Counsel since July 2023. He has been the General Counsel for each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser and a number of other related entities since July 2023. From May 2018 to July 2023, he served as General Counsel for North America for DS Smith Plc in Atlanta, Georgia. Mr. Burnette serves in his present capacities in Atlanta, Georgia.

Senior Vice President of Development: Daniel Laughlin

Mr. Laughlin has been the Senior Vice President of Development for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser, and a number of other related entities since April 2023. From December 2021 to March 2023, he worked as Vice President of Corporate Development at Marcone Supply in St. Louis, Missouri. From May 2021 to November 2021, he served as Senior Vice President of Corporate Development for Hydrobuilder Holdings LLC in Greenwood Village, Colorado. From December 2014 to April 2021, he served as Vice President Strategy and Corporate Development for SiteOne Landscape Supply, LLC in Atlanta, Georgia. Mr. Laughlin serves in his present capacities in Charlotte, North Carolina.

Franchise Development Manager: Amber James

Ms. James has been a Franchise Development Manager for us since February 2022. From February 2021 to February 2022, she was a Sr. Franchise Business Consultant for Another Broken Egg of America Franchising, LLC in Atlanta, Georgia. From January 2017 to February 2021, she was an Operations Service Manager for Double R Restaurant Group, LLC in Atlanta, Georgia. Ms. James serves in her present capacities in Atlanta, Georgia.

Franchise Development Manager: Rochelle Castiglione

Ms. Castiglione has been Franchise Development Manager for us since April 2022. From January 2021 to April 2022, she served as Franchise Development Manager for Papa Johns International Inc. in Atlanta, Georgia. From March 2020 to January 2021, she was in between positions. From August 2019 to March 2020, she was the VP of Franchising & National Sales for Social Indoor Franchising, LLC in Minnetonka, Minnesota. From April 2014 to August 2019, Ms. Castiglione served as Director of Franchising for AllOver Media Franchising, LLC in Phoenix, Arizona. Ms. Castiglione serves in her present capacities in Atlanta, Georgia.

### **ITEM 3: LITIGATION**

**Disclosure Related to Predecessor**

Angela Cruz, Maria Madrigal Lourdes Baiz and Christie Goodman v. MM879, Inc., Barrett Bus. Servs., Inc., ServiceMaster, Inc., Merry Maids LP, Merry Maids LLC, and Does 1-98, Cal. Super. Ct., No. 11CECG01156 and Angela Cruz, Maria Madrigal, Lourdes Baiz, and Christie Goodman v. MM879, Inc., Barrett Bus. Servs., Inc., The ServiceMaster Company, LLC, Merry Maids LP, and MM Maids LLC, E.D. Cal., No. 1:150CV-01563-TLN-EPG

This matter was originally filed in 2011 in California Superior Court against franchisee Merry Maids of Fresno, incorporated as MM879, Inc., and Predecessor alleging various violations of California wage and hour law including failure to pay overtime, minimum wage, meal and rest periods, reimbursement for business related expenses and inaccurate wage statements. Predecessor contended that it was not a proper party defendant, as it was a franchisor and had no day-to-day control over the franchisee. After numerous amended complaints, motions, and interlocutory orders, in January 2015, Predecessor filed a motion for summary judgment, which was denied on August 10, 2015.

In October 2015, the case was removed to the United States District Court for the Eastern District of California. Plaintiffs filed a fifth amended complaint on March 18, 2016. Predecessor filed a motion for summary judgment on March 18, 2016. On August 26, 2016, Plaintiffs filed a motion for class certification.

In January 2019, the district court granted Predecessor's motion for summary judgment on joint employment liability, but the district court denied the motion as to an agency theory and conditionally certified a collective action. On January 31, 2020, the district court granted Predecessor's motion for summary judgment on the agency theory and dismissed Predecessor from the case. Plaintiffs appealed the dismissal to the Ninth Circuit Court of Appeals in March 2020. Following briefing and oral argument, the lower court's order was affirmed on June 2, 2022.

### **Disclosures Regarding Affiliated Programs**

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. 19STCV09597, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin' Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General (“**NYAG**”) filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals’ credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin’ gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG’s allegations, DBI and the NYAG entered into a consent agreement to resolve the State’s complaint. Under the consent order, DBI agreed to pay \$650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Other than these actions, no litigation is required to be disclosed in this Item.

#### **ITEM 4: BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

#### **ITEM 5: INITIAL FEES**

##### **Initial Franchise Fee**

If you purchase a Franchised Business, you must pay us an initial franchise fee equal to \$55,000 (the “**Initial Franchise Fee**”) upon execution of the Franchise Agreement.

The Initial Franchise Fee includes the registration fee for our initial training program (the “**Initial Training Program**”) for one person.

Some available Territories contain Merry Maids® customers actively being served by a Franchised Business. If you purchase a Territory with Merry Maids® customers that are being actively serviced by a franchisee from another territory, you must pay such franchisee a customer acquisition fee of \$525 per customer for each active Merry Maids® customer within the Territory you are acquiring, in addition to the applicable Initial Franchise Fee or transfer fee you must pay us. You will sign a Customer Acquisition Agreement (attached as Exhibit H to this Disclosure Document) to acquire the transferring franchisee’s rights to service such customers and any contracts that the franchisee has with such customers. If there are no active Merry Maids® customers in the Territory, the Customer Acquisition Agreement will not be applicable to your purchase of your Franchised Business.

At any given time, we may offer incentives or giveaways of cash, equipment, materials, supplies or other related items, which will, in effect, lower the Initial Franchise Fee or investment for prospective franchisees. We currently offer the following discounts off the Initial Franchise Fee (you may take advantage of only one discount):

- 1) Military Discount. A discount of 20% off the Initial Franchise Fee is available to honorably discharged veterans of the United States Armed Forces, do not currently own a Franchised Business, and otherwise meet our requirements to purchase a franchise. We are a member of the International Franchise Association (IFA) and participate in IFA’s VetFran program.

- 2) **Minority-Owned Business Discount.** A discount of 10% off the Initial Franchise Fee is available to a business that is at least 51% owned by one or more persons who are African American, Hispanic, Native American, Asian or other minority race designation, have full operational control of the business, and otherwise meet our requirements to purchase a franchise.
- 3) **Women-Owned Business Discount.** A discount of 10% off the Initial Franchise Fee is available to a business that is at least 51% owned by a one or more women who have full operational control of the business and otherwise meet our requirements to purchase a franchise.
- 4) **Existing Franchisee Discount.** A discount of 15% off the Initial Franchise Fee is available to an existing franchisee that is approved to buy an additional Franchised Business.

In 2023, the Initial Franchise Fees we collected for Franchised Businesses ranged from \$31,000 to \$50,781.

### **Online Marketing Fund Deposit**

In addition to the Initial Franchise Fee, upon signing the Franchise Agreement, you must pay us an online marketing fund deposit of \$6,000 (the “**Online Marketing Fund Deposit**”), which we will pay to a vendor to generate leads in your Territory through online marketing. Any portion of these monies not utilized during your first year of operation may be, at our sole discretion, applied to offset your accounts with us or our affiliates. If you are an existing franchisee or a transferee, you will not be required to pay the Online Marketing Fund Deposit.

### **Technology Fees**

After signing the Franchise Agreement, you must begin paying us the monthly Technology Fee, which is currently \$499 per month per Franchised Business. The Technology Fee pays for various technology-related products and services, which we shall specify in the Operations Manual. Currently, the Technology Fee covers the cost to license our pricing software, recommended service mobility software, Dispatch.me, which is used for automating your management of jobs, dispatch, and information (the “**Service Mobility Software**”), the mobile application of our proprietary software program Merry Maids 360 (“**MM360**”), email accounts, and Microsoft Office 365. We may change the related products and services and the amount and timing of the fee from time to time. We estimate that you will pay between \$998 and \$1,497 in Technology Fees prior to opening the Franchised Business.

### **Initial Fees**

The Initial Franchise Fee and the Online Marketing Fund Deposit are payable in one lump sum at the signing of the Franchise Agreement and are nonrefundable. The Technology Fee is paid monthly and is also nonrefundable. We do not offer direct or indirect financing to franchisees for any of these fees.

## **ITEM 6: OTHER FEES**

### **OTHER FEES**

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty	7% of Gross Sales	Paid weekly, currently on Friday	See Note 2 for the definition of “Gross Sales.” See Note 3 for an explanation of the Royalties. If you are an existing franchisee that is entering into a renewal term, you may be eligible for a Royalty Incentive, as detailed in Note 4.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Ad Fund Contribution	1.3% of Gross Sales per week	Paid weekly, currently on Friday	See Note 2 for the definition of "Gross Sales." The Ad Fund Contribution is contributed to the National Advertising Fund (the "Ad Fund").
Technology Fee	The then-current fee. Currently, \$499 per Franchised Business per month.	Paid monthly on the 1 <sup>st</sup> of each month	We may charge a Technology Fee for various technology-related products and services, which we shall specify in the Operations Manual. We may change the related products and services and the amount and timing of the fee from time to time. Currently, the Technology Fee covers the cost to license our pricing software, Service Mobility Software, MM360, email accounts, and Microsoft Office 365.
Customer Acquisition Assistance Fee	The then-current fee. Currently, \$12.50 per customer lead that we generate and a one-time charge of 1% to 2% of such customer's initial bill.	Paid weekly, currently on Friday	Required for all new Franchised Businesses until the first anniversary of its opening date and during any other period you receive Sales Support Services from us. We will provide, and you must use, certain sales support services, including lead generation and customer acquisition services (the "Sales Support Services") to you in your first year of operation and may offer it, in our sole discretion, thereafter. You must pay the fee for any customer leads that we generate. We may modify this fee and the Sales Support Services that we provide from time to time.
Initial Training Fee for Additional Persons	\$2,800 per person	Prior to training	Payable for additional trainees, subsequent trainees, or transferees attending our 10-day Initial Training Program. Price includes training and some meals. The Initial Training fee for one person to attend the Initial Training Program for a new Franchised Business is included in Initial Franchise Fee.
Transfer Fee	<p>Our then-current transfer fee.</p> <p>Currently, \$14,000 for each Franchised Business if there are five or more years remaining in the then-current term for such Franchised Business or \$7,000 for each Franchised Business if there are less than five years remaining in the then-current term for such Franchised Business.</p> <p>Currently, transfer to a child of a current owner or to an approved manager of the Franchised Business is \$3,500 for first Franchised</p>	At Closing	Payable by you or the buyer when you transfer 50% or more ownership of the Franchise Agreement or the Franchised Business to one or more owners. We may change or discount the transfer fee from time to time.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
	Business and \$1,250 for each subsequent Franchised Business, not to exceed \$5,000.  No transfer fee is charged if transferring to a spouse.		
Renewal Fee	Our then-current renewal fee, which is, currently, \$5,000 per Franchise Agreement	When Franchise Agreement is renewed	Payable for you to enter into a renewal term for each Franchise Agreement. The Renewal Fee is subject to change.
Change Fee	\$200 per Franchise Agreement	Upon approval	Payable if adding, deleting, or changing owner's name (other than an owner's spouse); changing business entity name; changing DBA (doing business as) name; or changing business structure. No charge to change business entity name or business structure during first year of initial Franchise Agreement term. Change Fee also applies for changes at the renewal of the Franchise Agreement.  If any changes are being made in conjunction with a transfer of 50% or more ownership of the Franchised Business, the Transfer Fee shall apply, instead of the Change Fee.
Lead Fee	\$10,000	At closing of the transfer	Payable if we refer a qualified lead to an existing franchise owner and such lead purchases the franchise owner's interest within 18 months of our referral of such lead. See Note 5.
Supplier/Product Review Fee	Currently, \$500 per item reviewed, plus any actual expenses we incur in such review. If our representatives travel to conduct such a review, there is an additional \$500 fee, in addition to the actual cost of their travel and living expenses.	As invoiced	Payable if you submit cleaning products, equipment, and supplies for our approval. This fee is subject to change.
Audit	Cost of audit	As invoiced	Payable only if an audit shows an under-statement of at least 1% of Gross Sales for any month. Also, you must pay the Interest Fee on the overdue amount.
Interest on Overdue Payments	18% annual rate (1.5% monthly) or the maximum permitted by law, whichever is less.	When overdue amount is paid	Payable on, and in addition to, an overdue amounts (including underpaid amounts) from the date that the payment was originally due.
Indemnification	Unknown	On demand	You indemnify us and our affiliates in connection with your operation of the Franchised Business.
Complaint Management Fee	Up to \$500	Within 30 days of notification	Payable if we respond to any customer complaints to reimburse us for our



Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
		by us	management costs and the costs to resolve such complaints.
Processing Fee	\$20 per job	As incurred	Payable if you participate in the National Accounts Program for each job that you perform for a National Account.
Annual Convention Registration Fee	The then-current fee, which shall not exceed \$1,200 per person.	As incurred, usually annually	Payable for each person attending our annual convention. This fee is subject to change.
Liquidated Damages	The average monthly amount of Royalties and Ad Fund Contributions that you owed us during the past 12 months times the lesser of remainder of term of Franchise Agreement or 24 months.	Within 7 days of termination of your Franchise Agreement	Payable if we terminate the Franchise Agreement due to your default (or if you purport to terminate the Franchise Agreement). If less than 12 months have passed since opening and termination, the amount will be the average monthly Royalties and Ad Fund Contributions during the time between opening and termination, times the lesser of the remainder of term of the Franchise Agreement or 24 months.

Notes:

1. Fees in Item 6 are uniformly imposed by, and payable to, us and are non-refundable. We may change the due dates and method of paying fees from time to time. Currently, you must participate in in an electronic funds transfer program under which your Royalty, Ad Fund Contribution, Customer Acquisition Fee, and Technology Fees (the “**Operating Fees**”) and any other payments due to us or our affiliates will be deducted by auto draft or paid electronically from your bank account (the “**Account**”) based on the Gross Sales reported to us on the days that we specify. You must provide us and your bank with all authorizations necessary to effect payment by the specified methods and must maintain sufficient funds in your Account.

If you have not reported Gross Sales to us for any reporting period, we may debit the Account in an amount equal to the greater of the non-reported payment (if we can reasonably estimate or determine the owed amount) or 120% of the last reported Operating Fees. If at any time we determine that you have under-reported Gross Sales or underpaid Operating Fees, we may initiate immediately a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after we and you determine that such credit is due. We may apply payments we receive to any of your past due indebtedness, in our sole discretion, regardless of how you designate a particular payment to be applied. In addition, we may offset any amount otherwise due to you against any amount owed to us. Finally, we may retain any amounts received for you or your affiliates’ account (such as rebates from suppliers, national account or program work payments, or other payments) as payment against any amounts owed to us. We can exercise any of the foregoing rights in connection with amounts owed to or from us or our affiliates.

2. “**Gross Sales**” means all of your billings, whether collected or not, including cash sales and sales on account, monies billed for maid cleaning services whether performed by you or subcontracted,

monies billed in connection with trade or barter agreements, or monies billed for any other cleaning and/or maintenance of any structure, interior or exterior, excluding sales tax or use tax.

3. Royalties are generally understood to be the fees the franchisee pays to use something that someone else created (i.e. the Franchised Business idea and trademarks and branding). Franchisees use our ideas, trademarks and branding to create sales, and a percentage of the Gross Sales is paid to us as a royalty fee in exchange for permission to use our proprietary trademarks and processes.
4. If you are entering into a renewal Franchise Agreement to continue to operate an existing Franchised Business, you may be eligible for the following Royalty incentive (the “**Royalty Incentive**”): The Royalty will be 7% of Gross Sales of the Franchised Business until such time as Gross Sales of the Franchised Business exceed \$400,000 in a given calendar year. If Gross Sales of the Franchised Business in a given calendar year exceed \$400,000, the Royalty Incentive will apply and will reduce the Royalty owed to 6% of Gross Sales of the Franchised Business exceeding \$400,000 but less than or equal to \$500,000 for the remainder of the calendar year. If Gross Sales of the Franchised Business in a given calendar year exceed \$500,000, an additional Royalty Incentive will apply and will reduce the Royalty owed to 5% of Gross Sales of the Franchised Business exceeding \$500,000 for the remainder of the calendar year. At the beginning of the next calendar year, the Royalty Incentive will reset and the Royalty will revert back to 7% of Gross Sales of the Franchised Business until such time as Gross Sales once again exceed \$400,000, at which point the Royalty Incentive thresholds described above will apply. We may change or discontinue this Royalty Incentive at any time and in our sole discretion during the term of the Franchise Agreement, including by changing the Gross Sales thresholds and the amount of the applicable Royalty. If the Royalty Incentive is discontinued, the Royalty will then revert to 7% of Gross Sales of the Franchised Business for the remainder of the term of the Franchise Agreement. For purpose of calculating whether the Franchised Business is eligible for the Royalty Incentive, Gross Sales will (a) be based on the billings of only the single Franchised Business, which will not be combined with any billings achieved by other Franchised Businesses in which you, your owners, or your affiliates have an interest, and (b) will exclude any revenue generated from National Accounts. For the avoidance of doubt, Franchisee shall pay the applicable Royalty (as may be modified by the Royalty Incentive that is in effect) on Gross Sales generated from National Accounts.
5. A qualified lead is defined as someone who has passed our screening process, our national background check, a credit check, and at a minimum a phone interview of the prospect. We are not responsible for locating leads and do not represent that we will do so. The Lead Fee also covers our advertising and marketing costs and administrative costs of such information sharing and gathering. The Lead Fee is not a Transfer Fee. You are responsible for notifying us that you desire to transfer (sell) your Franchised Business and to be added to our list of existing businesses for sale.

## ITEM 7: ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee (Note 2)	\$55,000	\$55,000	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses During Training (Note 3)	\$2,500	\$3,500	As incurred	During training	Vendors

Type of Expenditure	Amount (Note 1)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Real Estate and Improvements (Note 4)	\$2,000	\$4,000	As incurred	As Incurred	Vendors
Software and Hardware (Note 5)	\$1,700	\$4,400	As incurred	As Incurred	Vendors
Office Equipment (Note 6)	\$5,250	\$6,850	Lump Sum	As Incurred	Vendors
Opening Inventory (Note 7)	\$6,500	\$8,000	As incurred	As Incurred	Us
Insurance (Note 8)	\$3,400	\$9,400	As incurred	As Incurred	Vendors
Employee Screening (Note 9)	\$80	\$160	As incurred	As incurred	Vendors
Telephone Answering Service (Note 10)	\$50	\$300	As incurred	As incurred	Vendor
Online Marketing Fund Deposit (Note 11)	\$6,000	\$6,000	Lump Sum	At Signing of Franchise Agreement	Us
Miscellaneous Opening Costs (Note 12)	\$1,400	\$10,000	As incurred	As incurred	Vendors
Professional Fees (Note 13)	\$5,000	\$15,000	As Incurred	As incurred	Lawyers and CPAs
Additional Funds (3 months) (Note 14)	\$38,000	\$43,000	As Incurred	As Incurred	Employees, Suppliers, Utilities
<b>TOTAL (Note 15):</b>	<b>\$126,880</b>	<b>\$165,610</b>			

Notes:

1. **General Item 7 Notes.** The estimated amounts included in this Item 7 are estimates based on our experience offering and supporting Franchised Businesses. None of these fees or payments are refundable unless otherwise noted below. We and our affiliates do not directly or indirectly offer financing for these expenses.
2. **Initial Franchise Fee.** See Item 5 for additional details about available discounts. This estimate does not include the Customer Acquisition Fee of \$525 per customer that you must pay if you acquire a customer from another Franchised Business that previously served customers in your Territory.
3. **Travel and Living Expenses During Training.** This estimate is the cost for one person to attend our ten-day initial training. Initial training will be held in Memphis, Tennessee. The cost of the training, as well as some meals, are included in the Initial Franchise Fee. You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during the program. Your actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.
4. **Real Estate and Improvements.** If you do not own adequate office space, you must lease an office in a retail office, industrial park, or other commercial location within the Territory. The typical office occupies 450 to 1,800 square feet. We estimate rent will be between \$6,000 and \$12,000 per year, depending on factors such as the size of your office and the location of the leased premises. The range in the table is an estimate only for the first three months of rent, the security deposit and any leasehold improvements.
5. **Software and Hardware.** This estimate includes the cost of (i) the annual license fee for Quick Books Accounting and Quick Books Payroll (\$475), (ii) an iPad® tablet with a cellular data plan (\$300 - \$450 used and \$500 - \$900 new), (iii) an optional laptop with recommend software (\$1,000 to \$1,400), and (iv) two to three months of Technology Fees incurred prior to opening (\$900 to \$1,485). See Item 11 for additional details.

6. **Office Equipment.** This estimate includes the cost to purchase office furniture, office fixtures, a washer and dryer, and office decorations.
7. **Opening Inventory.** You must purchase from third-party vendors an opening inventory of products, including cleaning products, equipment, and supplies; business cards, brochures, and printed materials; and uniforms. We will provide a list of the products that you must purchase. The cost varies based upon your location and the suppliers' locations and local sales taxes, if applicable.
8. **Insurance.** This is the estimated cost to prepay all insurance that is required during your first year of operation. See Item 8 for a description of the required insurance.
9. **Employee Screening.** This is the estimated cost of conducting employee background checks and drug screening for your initial employees.
10. **Telephone Answering Service.** This is the estimated cost of paying for a 24/7 answering service for your first month of operation.
11. **Online Marketing Fund Deposit.** This amount will be collected from you and paid by us to vendors to be used to attempt to generate leads in your Territory through online marketing. If you are an existing franchisee purchasing another Territory or a transferee, you will not pay this fee. See Item 5.
12. **Miscellaneous Opening Costs.** You will incur various miscellaneous costs to open your Franchised Business. These costs include your business license, security deposits, utilities, an insurance deposit, and incorporation fee (if you incorporate). You must also have high speed access internet at your office location. (See Item 11.) Fees for internet access providers will vary but should be approximately \$100 per month. You will incur costs of stationery items, pre-printed customer agreement forms, marketing and advertising collateral. We estimate the cost for a three-month supply to be approximately \$1,000.
13. **Professional Fees.** You may incur costs in seeking legal and accounting advice to assist you with the formation of your entity, your lease negotiation, your review of this Disclosure Document and related agreements, the development of your business plan, and your employee or independent contractor hiring practices.
14. **Additional Funds (3 Months).** This estimates the additional funds you may need to cover additional expenses you will incur before your Franchised Business opens and in its first three months of operation. These expenses may include, without limitation, employee salaries, wages, benefits, employee uniforms, payroll taxes, various licenses, telephone and utility bills, ongoing vehicle payments, taxes and licensing of vehicles, bank charges, taxes, additional advertising expenses, miscellaneous supplies and equipment, Technology Fees, and other miscellaneous items. You may incur other categories of expenses or expenses in excess of this estimate. We have based these figures on our and our Predecessor's over 30 years of experience franchising Franchised Businesses.
15. **Total Initial Investment.** These figures are estimates based on our and our Predecessor's many years of experience franchising Franchised Businesses. If you choose to purchase additional equipment, products, supplies, and vehicles, your expenses may be higher.

## ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease certain items to operate your Franchised Business and to render housecleaning services effectively and economically. Your purchases and leases will include cleaning products, equipment, computer software and various supplies, all pursuant to specifications set forth in our confidential Merry Maids Operations Manual (the “**Operations Manual**”). These specifications include standards for customer satisfaction and performance and are subject to change from time to time. Our specifications require primarily that you render services which meet or exceed any given customer's reasonable expectations for maid cleaning services. While our specifications are general in nature and are designed to assure that you meet our goal of total customer satisfaction, we do specifically require that you clean rooms in accordance with the checklists contained in our confidential Operations Manual and that you abide by all laws and regulations applicable to the cleaning supplies and equipment you choose to use.

We reserve the right to require you to purchase equipment, supplies, uniforms, and products required for the operation of the Franchised Business from us, our affiliates, or vendors that we approve that meet our specifications and standards. To the extent that we designate any required or approved suppliers or any specifications for any goods or services, the list of approved cleaning products, equipment, supplies, and services and approved vendors will be set forth in the Operations Manual and may be revised from time to time.

Currently, we have designated a preferred vendor that we recommend you use for purchasing products, equipment, and supplies that you use in your Franchised Business, but you may purchase these items from any vendor. You are required to purchase local digital marketing and other local marketing/advertising through approved vendors that we have listed in the Operations Manual.

Currently, we are not an approved supplier of any products or services that you will use in your Franchised Business.

**Insurance.** You must purchase and maintain insurance policies that meet our minimum requirements. Currently, you must purchase (i) commercial general liability insurance, including product liability coverage, with minimum limits of \$500,000 per person and \$1,000,000 for bodily injury; (ii) business automobile liability coverage for owned, hired and non-owned auto or any auto, with minimum limits of \$1,000,000 per person/\$1,000,000 per occurrence for bodily injury and \$100,000 for property damage liability; (iii) third party fidelity bond coverage for \$25,000; (iv) worker's compensation with a \$500,000 minimum employee liability; (v) employment practices liability insurance coverage with minimum limit of \$250,000 (or, if obtained as a sublimit to the general liability insurance, then a minimum limit of \$100,000); and (vi) any other insurance required by the laws of the state in which the Franchised Business is operated. We strongly recommend care, custody and control coverage including coverage for damage to property in your employees' control or property they are directly working on, with minimum limits of \$150,000 per occurrence to adequately protect the operation of the business. We and our affiliates must be named as a certificate holder and as an additional insured on such policy or policies (except that we and our affiliates need not be named as an additional insured for worker's compensation and third-party crime bonds). All required policies must be written by an insurer with an A.M. Best rating of at least A-/VII.

You must provide proof of insurance before opening for business. All insurance must be procured prior to attending Initial Training or before the commencement of business in transfer situations. We reserve the right to change the coverage requirements where, in our business judgment such coverage is reasonably appropriate, and you will be required to comply with any new requirements.

**Officer Interests.** Our officers do not have any ownership interests in any approved suppliers.

**Approval Process.** If you wish to use any cleaning products, equipment and supplies, or software we have not previously approved, you may request approval in writing and provide a sample of the item you would like us to consider. We do not publish our criteria for approving such items or suppliers, and we may withhold our approval in our sole discretion. You will be charged a review fee for cleaning products, equipment and supplies you submit for approval. Currently, we charge a fee of \$500 per item, plus any other out-of-pocket expenses we incur. If our representatives travel to conduct such review, there is an additional \$500 fee, in addition to their travel and living expenses. Our review process typically takes 120 days or more before we accept or reject an item or supplier.

**Revenue Earned from Purchases.** We and our affiliates may receive discounts, volume rebates, administration fees, commissions, advertising allowances, or other advances from suppliers. Additionally, we and/or our affiliates have the right to be an approved supplier, exclusive or otherwise, and to earn a profit on any products or services sold to you. We do not currently markup products or services we sell you, but we reserve the right to do so.

Currently, certain approved vendors provide our affiliates with revenue based on sales made to you. This revenue ranges from 1% to 8% of the total revenue they receive from sales to you. We do not provide any special benefit or incentive to you for your purchases from these vendors.

In the year ending on December 31, 2023, SM Systems derived \$100,409 in revenue from its direct sale and its vendors' sales of supplies to Franchised Businesses, including cleaning solutions and compounds, equipment and specialty items. This revenue figure has been sourced from SM Systems' unaudited financial statements.

In the year ending on December 31, 2023, we did not receive any revenue from the required purchases of goods or services by our franchisees.

These revenue figures have been sourced from unaudited financial statements for each entity.

**Percentage Subject to Source Restrictions or Specifications.** Assuming that the estimated minimum initial costs to begin operations and other financial obligations are within the ranges described in Item 7, we estimate that your required purchases and leases from us, our affiliates or from a designated vendor, including hardware and software, or in accordance with our specifications will be approximately 80% of all purchases and leases in establishing the Franchised Business and approximately 80% of all purchases and leases in operating the Franchised Business.

**Purchasing or Distribution Cooperatives.** As of the Issuance Date of this Disclosure Document, we do not have any purchasing or distribution cooperatives.

**Purchase Arrangements.** We have negotiated special franchise pricing with some vendors. For some purchases, we and you may receive volume discounts in the form of manufacturer and wholesaler rebates, based on the total purchases by the Merry Maids® system.

**Material Benefits or Incentives.** We do not provide any material benefits or incentives to you for your purchases of certain products or services or your use of certain suppliers.

## ITEM 9: FRANCHISEE'S OBLIGATIONS

### FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.**

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	1.B. and 1.D.	Item 11
b. Pre-opening purchases/leases	10.H.	Items 7 and 8
c. Site development and other pre-opening requirements	1	Items 7 and 11
d. Initial and ongoing training	5	Item 11
e. Opening	2.E.	Item 11
f. Fees	2, 3.B.1.f., 5.A., 9.F., 9.G., 12, 14.D.5., and 17	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	7 and 10	Item 11
h. Trademarks and proprietary information	4, 7, and 8	Items 13 and 14
i. Restrictions on products/services offered	1.F. and 10.H.	Items 8, 9 and 16
j. Warranty and customer service requirements	10.F.	Item 11
k. Territorial development and sales quotas	1.H.	Item 12
l. Ongoing product/service purchases	10.H.	Item 8
m. Maintenance, appearance and remodeling requirements	Not applicable	Item 11
n. Insurance	13	Item 7
o. Advertising	6	Items 6, 7 and 11
p. Indemnification	16.B.	Item 6
q. Owner's participation/management/staffing	1.E and 10.A.	Item 15
r. Records and reports	9	Item 6
s. Inspections and audits	9.F.	Items 6 and 11
t. Transfer	10.L.4., 10.L.6, 14.D., and 14.E.	Item 17
u. Renewal	3.B.	Item 17
v. Post-termination obligations	14.C.	Item 17
w. Non-competition covenants	14.C.6. and 15	Item 17
x. Dispute resolution	24	Item 17
y. Other (Personal Guaranty)	10.L. and Exhibit B	Items 10 and 15

## ITEM 10: FINANCING

We and our affiliates do not offer direct or indirect financing arrangements for any purpose in establishing or operating your Franchised Business. We and our affiliates do not guarantee your promissory note, lease, or any other obligation you may make to others.

We have relationships with certain banks and third-party lenders in different regions and may be able to refer you to a preferred source of financing for Initial Franchise Fees and franchise growth initiatives, but we do not have any arrangements with such lenders and do not receive any benefits from such lenders if you obtain financing from them.

We participate in the SBA's Franchise Directory. We may modify the Franchise Agreement, if necessary, to comply with SBA requirements for you to participate in certain SBA loan programs.

## **ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

As noted in Item 1, we have entered into a management agreement with SM Manager for the provision of support and services to Merry Maids® franchisees. SM Manager may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement. Though we may delegate any of our rights or responsibilities to SM Manager, we remain ultimately responsible for all of the support and services required under the Franchise Agreement.

Before you open your Franchised Business, we will:

- a) Designate your exclusive market (Franchise Agreement - Exhibit A);
- b) At your request, provide input regarding the site of your business office. (Franchise Agreement - Section 1.D) We do not review your construction, remodeling or decorating plans or approve your office site;
- c) Furnish an Initial Training Program for one person for all license types, as described below in this Item. (See Franchise Agreement – Section 5.A);
- d) Give you access to our password protected franchisee intranet site (“**mmConnection**”) which contains the Operations Manual with both mandatory and suggested specifications, standards and procedures. (Franchise Agreement - Section 7) The Operations Manual is confidential and remains our property. We may modify the Operations Manual or any medium that replaces it at any time. The modifications will not alter your status and rights under the Franchise Agreement, but you must conduct your Franchised Business in accordance with the modifications. (Franchise Agreement - Section 7.C) The Table of Contents of the Operations Manual (which has a total of 118 pages) is listed in Exhibit G; and
- e) Provide you in the Operations Manual with a list of approved or preferred vendors and any specifications that we may designate for equipment and supplies. We will not supply any equipment, signs, fixtures, inventory, and supplies and will not deliver or install any of these items. (See Franchise Agreement – Section 10.H)

During the operation of your Franchised Business, we will:

- a) Continue to develop new products and/or procedures to offer to your customers and provide you with information about these developments. (Franchise Agreement - Section 11);



b) Organize and hold meetings, such as annual conventions, regional meetings, and road shows, as often, when, and where we elect to do so. (Franchise Agreement –Section 5.B);

c) Provide training to you regarding best practices for hiring and training of your employees by providing sample policies and forms that you can use as a starting point. However, you are not required to use them. You need to make sure any forms or procedures you do use are reviewed by competent local counsel for compliance with the laws where you do business. We spend approximately 3 hours during training explaining to you sample hiring procedures set forth in the Operations Manual. You are not required to use them. We train you on the written forms, tools and programs we recommend for attracting prospective employees; setting the application appointment; the application and interview process; and screening and selection. (Franchise Agreement – Section 10.A.1) You are not required to use them. In addition, we spend 6 hours during training explaining our brand standards for products, equipment and procedures to you in the same manner as you would train an employee, which includes going into a test home to demonstrate. We spend another 4 hours reviewing the Operations Manual provisions regarding training procedures, employee relations, retention and disciplinary procedures; this training covers various forms, tools and programs that represent best practices for training a new employee. You are not required to use them;

d) Provide advisory service as reasonably requested which shall include consultation on promotional, business and operational problems and an analysis of your marketing and financial data. (Franchise Agreement - Section 5.C); and

e) From time to time, provide promotional materials, newsletters and/or bulletins describing new marketing developments, equipment, products and techniques. (Franchise Agreement – Section 5.D)

f) Provide, until the first anniversary of the opening of your Franchised Business, the Sales Support Services to you. We may, in our sole discretion, offer to continue to provide the Sales Support Services to you after your first year of operation, but you will not be required to use such services. During any period in which we provide the Sales Support Services, you must pay the Customer Acquisition Assistance Fee for any customer leads that we generate. We may, in our sole discretion, add, delete, or modify the Sales Support Services. (Franchise Agreement – Section 5.E)

We are not obligated to assist you in establishing pricing for services, but we currently provide you with access to a mobile application that will assist you in providing pricing to customers while in the field. We may provide recommended pricing policies, but you are free to set your own prices and discounts.

### **Site Selection**

You must operate the Franchised Business from a retail office, industrial park, or other commercial location that is located within a 60-minute drive to all addresses in the Territory, as measured by the drive times during normal business hours that are estimated by Google Maps (or such other third-party source specified by us from time to time). We may change this office location policy from time to time in the Operations Manual. You will be responsible for selecting a site that is compliant with our office location policy. We do not have the right to approve your site and do not generally participate in site selection, but we may, if asked, provide input regarding possible sites.

### **Business Opening**

Franchised Businesses typically open for business within 90 days after execution of the Franchise Agreement. Factors that affect this time usually include obtaining a satisfactory office location, financing arrangements, successful completion of the Initial Training Program, and hiring and training employees.

You (or your designee) are required to attend and complete the Initial Training Program within 90 days of signing the Franchise Agreement and to open the location within 30 days of completing Initial Training. (Franchise Agreement – Section 5.A)

### **Advertising and Promotion**

**Our Advertising.** We have no obligation to conduct any advertising for the franchise system, spend any amount on advertising in your market, or provide advertising materials and/or services to you. Currently, our in-house marketing department produces advertising and communication materials which you may use in your marketing program. A proprietary web site containing approved artwork and logos is available to you and is updated regularly. We will provide to you, marketing materials suggestions for advertising and promoting maid cleaning services in our Operations Manual or online. Certain marketing materials such as door hangers and sales brochures are available for purchase from proprietary websites or the Merry Maids Resource Center. We occasionally will employ an outside public relations agency to develop periodic press releases for distribution to newspapers in your Territory on your behalf.

**Ad Fund.** We have established the Ad Fund. You must pay into the Ad Fund on a weekly basis. The contribution is 1.3% of weekly gross sales. Currently, the company-owned Merry Maids® branch contributes to the Ad Fund on the same basis as franchisees; however, this may change at our sole discretion.

The Ad Fund will be maintained and administered by an advertising committee nominated and elected by franchisees and made up exclusively of franchisees who are in compliance with the Franchise Agreement (the “**Committee**”). The Committee shall develop all advertising programs and serve in an advisory role, but we retain the right to approve or disapprove the decisions of the Committee. We have the right to discontinue in the Ad Fund or to dissolve or modify the Committee or form a new advisory council.

The Ad Fund may, upon approval by the Committee, be used to meet any and all costs of maintaining, administering and preparing advertising and promoting Franchised Businesses and the products and services offered by franchisees including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns and other sales, marketing, promotional, public and other relations activities and materials; to monitor and/or manage social media relating to the Franchise; employing advertising agencies; the costs relating to toll free numbers maintained by Franchisor and used in advertising and marketing campaigns; and such other costs and expenses as Franchisor and the Committee reasonably deems appropriate and in the best interests of all or any franchisees.

The Ad Fund will not be used to defray any of our general operating expenses, except for such reasonable administrative costs and overhead, if any, as Franchisor may incur, with the express approval of the Committee, in activities reasonably related to the administration of the Ad Fund and advertising programs including, without limitation, conducting research, preparing marketing, promotional and advertising materials, and collecting and accounting for assessments for the Ad Fund. While there is no contractual restriction on using the Ad Fund to promote the sale of franchises, the Ad Fund is currently not used to fund efforts to solicit new franchises. Any reasonable travel, meeting and other costs and expenses incurred by the Committee in connection with carrying out their duties related to the Ad Fund may also be reimbursed by the Ad Fund should the Committee deem them appropriate.

The Committee is not obligated to making any expenditures from the Ad Fund in your designated Territory or to ensure that any particular Franchised Business benefits directly or pro rata from the placement of advertising. Certain benefits of the Ad Fund (e.g., paid search by zip code, paid social media efforts by zip code, Listen 360 access, and NAF contributions to local website development and maintenance) may be withheld from a franchisee who is not in good standing (i.e., a franchisee who has received a notice of

default and has failed to cure such default within the applicable cure period and as further defined in the Franchise Agreement).

In 2023, the Ad Fund was allocated towards digital advertising (90.6%); non-digital advertising (0.2%); social media (2.6%); creative development (2.6%); and administrative costs (4.0%).

All sums paid by franchisees to the Ad Fund shall be maintained in a separate account from our other funds. A financial review of the operation of the Ad Fund will be performed annually by an independent certified public accountant selected by the Committee. We will provide a financial report to you upon written request. We are not obligated to audit the Ad Fund.

Online Marketing Fund. In your first year of operation, if you are a new franchisee, we will collect from you monies that we will pay to a vendor to generate leads in your Territory through online marketing. The online marketing fund will be funded by your Online Marketing Fund Deposit of \$6,000. We will assist you in using these funds during the first year of operation of your Franchised Business, at times mutually agreed upon. Any portion of this fund not utilized during your first year of operation may be, in our sole discretion, forfeited to us or applied to offset your accounts with us or our affiliates.

Your Local Advertising. You are required to spend at least 0.7% of weekly gross sales on local digital marketing, or, with our approval, other local marketing/advertising. We may request that you to submit an accurate accounting of local marketing expenditures. Should you spend more than the required amount, you may not use any spend in excess of the required 0.7% on this type of marketing as an offset against required contributions to the Ad Fund or any future digital marketing required spend.

If you develop your own materials, you must submit samples of your advertising to us in advance for our approval. You must use our approved vendors to place the local digital marketing or other local marketing/advertising. A list of our approved vendors is contained in the Operations Manual.

You are not obligated to participate in any advertising cooperatives.

### **Computer System Requirements**

We require you to purchase a mobile tablet device with a cellular data plan (iOS, Widows, or Android), which is capable of running our required applications. The cost of the tablet with a cellular data plan is estimated to be \$300 to \$450 for a used tablet and \$500 to \$900 for a new tablet. You must bring the tablet to Initial Training. We recommend, but do not require, you to purchase a laptop computer. A computer with our recommended software would cost approximately \$1,400.

You must pay us a monthly Technology Fee for various technology-related products and services, which we will specify in the Operations Manual from time to time. We may increase the Technology Fee and may add, delete, or modify the related products and services from time to time. Currently, the Technology Fee is \$499 per month and includes the cost to license (a) our pricing application, which assists you in providing pricing to customers while in the field, (b) MM360, which is a web-based program for operating your Franchised Business that includes accounting software, and (c) the Service Mobility Software, which automates your management of jobs, dispatch, and information in your Franchised Business. You must enter into license agreements directly with third-party vendors to license some of this software. The license agreement for the Service Mobility Software is attached as Exhibit I to this Disclosure Document.

You must use MM360 and Listen 360, which is our customer satisfaction software and a component of MM360, in the operation of your Franchised Business. We recommend the use of our pricing application and the Service Mobility Software.

You must use the accounting application software prescribed by us for your Franchised Business and any other related entities, which we may modify from time to time. Currently, we require you to use MM360 as the authorized accounting software. You must install and maintain a software connection to enable accurate and complete transmittal of accounting data from you to us at the times and in the manner specified by us. You must update master file records to comply with changes to the accounting practices as prescribed by us. You must electronically transmit to us all data stored on your accounting application on a daily basis. The technical support for the software will be provided by the accounting application hosting vendor.

We also recommend you use a timekeeping software system for employees and a remote data back-up system (with at least 100GB of storage) in your Franchised Business. Any future updates to required software must be purchased and setup by you. We may substitute some software, at our discretion, which may have additional costs.

The software systems run on the required tablet, but may have more functionality with a laptop. We have no obligation to upgrade your hardware. You have no contractual obligation to upgrade hardware components, but you should upgrade your individual systems if you wish to take full advantage of the speed and improvements of the software package. We have no obligation to provide or to assist you in obtaining the hardware or any software other than any CRM or mobility software that we require you to use (currently, MM360 and the Service Mobility Software).

We independently have access to the information and data generated by our proprietary software described above. There are no contractual limitations on our right to access the information and data, and we will access it from time to time.

We may provide you with e-mail address and internet website and website address (URL/domain name) for use in operating the Franchised Business. This e-mail address and website and website address will be the only e-mail address, website and website address used by you in operating the Franchised Business. At our request, you will enter into one or more license agreements in the form we require under which you will receive a license to use the designated e-mail address, website and website address.

## **Training**

**Pre-Operations Initial Training.** Before attending our Initial Training Program, you are required to successfully complete our Pre-Operations Initial Training program from your location. The self-study, online materials and courses are available through our web portal or Merry Maids University. Depending on your own self-study skills, successful completion times may vary.

**Initial Training Program.** Within six months of the date of your Franchise Agreement, you or your manager must complete the Initial Training Program to our reasonable satisfaction. The Initial Training Program will be held approximately three times a year in Memphis, Tennessee, or at such other location as we may designate, which may include training held virtually. If you are a new franchisee, there is no tuition fee for one attendee of the Initial Training Program if you attend training within six months of signing your Franchise Agreement. You will be responsible for travel, lodging, some meals, and personal expenses in connection with the Initial Training Program.

If you are a new franchisee and no Initial Training Program is immediately available after you sign your Franchise Agreement, we may allow you to attend a mentor office to assist your start-up. You will be

responsible for travel, lodging, meals and personal expenses in connection with this pre-Initial Training Program, and you will be required to complete the next scheduled Initial Training Program.

The Initial Training Program table below outlines the subjects, class hours, on-the-job training, and location for our Initial Training and Pre-Initial Training:

<b>TRAINING PROGRAM</b>			
<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On- the-Job Training</b>	<b>Location</b>
<b>Pre-Initial Training</b>			
General Business Management	10	0	Online self-study at a place of your choosing
<b>Initial Training</b>			
OSHA and Safety	1	0	ServiceMaster Academy, Memphis, TN
Cleaning 101	4	4	ServiceMaster Academy and Residence, Memphis, TN
Customer Service	4	1	ServiceMaster Academy, Memphis, TN
Employee	6	0	ServiceMaster Academy, Memphis, TN
Leadership Insights	2.5	0	ServiceMaster Academy, Memphis, TN
Marketing	4	0	ServiceMaster Academy Memphis, TN
Operating System	5	2	ServiceMaster Academy, Memphis, TN
Office Administration	3	1	ServiceMaster Academy, Memphis, TN
Equipment and Products	3	0	ServiceMaster Academy, Memphis, TN
Payroll	1	0	ServiceMaster Academy, Memphis, TN
Financial Tools	2	0	ServiceMaster Academy, Memphis, TN
Insurance	1	0	ServiceMaster Academy, Memphis, TN
Intranet Support	1	0	ServiceMaster Academy, Memphis, TN
Sales/Merry Maids Advantage	15	0	ServiceMaster Academy, Memphis, TN
In-Home Pricing	0	1	Residence, Memphis, TN
Goal Setting	1.5	1	ServiceMaster Academy, Memphis, TN
<b>TOTALS</b>	<b>64</b>	<b>10</b>	

Our Initial Training Program is led by our Business Process Manager, Melissa Witulski, who has over 16 years of experience with us and our Predecessor (8 years as a Branch Manager) and is considered the subject matter expert in our operating system; and other Home Office staff who are viewed as subject-matter experts.

Additional Training. During your first 12 weeks of business operations, we will provide business coaching consisting of regular telephone calls.

We usually hold a one to three-day annual conference at a hotel/convention center at a designated location within the United States. Typically, these conferences are held annually, but they may be held more or less frequently. The program for the annual conference typically includes training sessions for franchise owners and managers. You must pay the then-current registration fee (which will not exceed \$1,200 per person) for each person attending the conference. All registration fees are non-refundable.

We also may hold regional meetings in various cities, which may include training sessions. Either a member of our staff or one of our Regional Coordinators will conduct the regional meetings.

You or a designated officer or manager of the Franchise Business are required to regularly attend the meetings offered each year, which may include the annual convention, regional meetings, and road shows provided by us. We do not currently charge a registration fee for Regional Meetings, but we may do so in the future.

We may make additional virtual trainings are available throughout the year on topics which we believe will be of interest to Franchise Businesses.

You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during any training programs.

## ITEM 12: TERRITORY

You will receive a Territory with limited protected rights. A Territory will typically include 40,000 or more households with an average annual income of \$75,000 or higher (a **“Qualified Household”**). We will take into consideration total population and relative affluence in designating each Territory, utilizing census data from SRC, LLC located in Orange, California. We will describe your Territory in writing in Exhibit A of the Franchise Agreement and also, when available, depict the Territory by a map.

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. However, your Territory will have limited protected rights. Specifically, while your Franchise Agreement is in effect, we will not establish, or license a third party to establish, a Merry Maids® business or Franchised Business that offers residential maid cleaning services utilizing the System or the Marks within the Territory.

Beginning in the first full Period of operation of the Franchised Business, the continuation of these limited protected rights in your Territory is contingent upon your maintaining in each four-week period specified by us (a **“Period”**) the average minimum weekly Gross Sales levels set forth below, which is determined based on the size of the Territory purchased by you and the number of years that the Franchised Business has been operated (starting from its opening date) (the **“Minimum Average Weekly Gross Sales Requirement”**):

<b>Years of Operation (from Opening Date)</b>	<b>Minimum Average Weekly Gross Sales Requirement of Franchised Business</b>
Periods Beginning in Year 1	\$4,000
Periods Beginning in Year 2	\$6,000
Periods Beginning in Year 3	\$8,000
Periods Beginning in Year 4	\$10,000
Periods Beginning in Year 5 and thereafter	\$12,000

To determine the average weekly Gross Sales in a Period, the total Gross Sales of the Franchised Business in such Period shall be divided by the number of weeks in such Period. From time to time and in any subsequent renewal agreements, we may change the Minimum Average Weekly Gross Sales Requirement and the manner in which Periods are determined, in our sole discretion. In addition, beginning in the sixth year of operation of the Franchised Business (whether during the Franchise Agreement or any renewal thereof), unless otherwise specified in a renewal franchise agreement, you must achieve a sales growth compounded annual growth rate (**“CAGR”**) of at least 2% over the term of the Franchise Agreement and an additional 2% over the term of each subsequent renewal agreement. This CAGR is measured on a calendar basis beginning in the year your renewal agreement is signed.

We may reduce the size of the Territory or terminate or not renew this Agreement if you fail to meet the Minimum Average Weekly Gross Sales Requirement in three or more Periods during any nine consecutive Periods (except in the event that local economic conditions and/or extenuating circumstances materially affect sales potential which, in our sole discretion, affects your ability to meet such sales levels).

There are no restrictions on our right to solicit or accept orders from customers located in your Territory. If you do not participate in the National Accounts Program, we have the right to refer the leads in your Territory to other cleaning or maid services businesses. In addition, we and our affiliates may use other channels of distribution (such as the Internet, telemarketing, or direct marketing) to make sales within your Territory while using the Marks or other marks. We are not obligated to compensate you for soliciting and/or conducting business within your Territory.

Except when advertising cooperatively with other third-party Franchised Businesses, you cannot advertise or solicit sales or accept orders outside your Territory. You do not have the right to use any channels of distribution, such as the Internet, telemarketing, or other direct marketing, to make sales outside your Territory.

You do not receive a right of first refusal to acquire additional Franchised Businesses within your Territory or contiguous territories; however, additional territories may be purchased with our approval.

You must operate the Franchised Business from an office that is located within a 60-minute drive to all addresses in the Territory, as measured by the drive times during normal business hours that are estimated by Google Maps (or such other third-party source specified by us from time to time). We may modify this office location policy from time to time in the Operations Manual. You may relocate your office to another location that is compliant with this policy, but you must notify us before relocating.

Except as described above and in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or offer Franchised Businesses that sell similar goods or services to those that our franchisees sell.

Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Other than some ServiceMaster® franchisees that offer competing cleaning services, the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

## **ITEM 13: TRADEMARKS**

In the Securitization Transaction, ServiceMaster acquired the Marks from SM IP, which had acquired them from Predecessor, Former Parent, or other former affiliates of Predecessor in the Acquisition. Predecessor, Former Parent, or our Predecessor's other former affiliates have registered the Marks listed below, among others, on the Principal Register of the United States Patent and Trademark Office (the "USPTO") and

filed all necessary affidavits and renewals for such Marks. ServiceMaster is in the process of recording its ownership of the Marks with the USPTO.

Mark	Registration Number	Date of Registration
MERRY MAIDS (word mark)	1,343,329	June 18, 1985
RELAX. IT'S DONE. (word mark)	3,091,639	May 9, 2006
MERRY MAIDS RELAX. IT'S DONE. (word mark)	3,091,640	May 9, 2006
MERRY MAIDS ADVANTAGE (word mark)	4,289,947	February 12, 2013
LIVE THE MERRY MAIDS LIFE (word mark)	5,181,742	April 11, 2017

ServiceMaster has licensed the Marks and other intellectual property related to the operation of Franchised Businesses (collectively, the “**Licensed IP**”) to us and authorized us to use the Licensed IP in connection with the offer, sale, and support of franchises. The license agreement does not contain any significant limitation on our right to use or license the Licensed IP to you. The license agreement has a 99-year term and may be terminated unilaterally by either party only upon a material breach of such agreement. Upon termination of the license agreement, we and our franchisees must immediately discontinue the use of the Licensed IP.

There are no effective determinations of the USPTO, the Trademark Trial and Appeals Board, the trademark administrator of this state, or any court involving our principal Marks. There are no pending interference, opposition or cancellation proceedings and no pending material litigation involving the principal Marks. You must follow our rules when you use these Marks. You cannot use any name or mark as part of a corporate name or with any prefix, suffix, or other modifying words, terms, symbols or designs except for those which we license to you. You may not use the Merry Maids® registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

There are no agreements currently in effect which significantly limit our right to use or license franchises to use the Marks.

You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business. You must notify us immediately if you learn about an infringement of, challenge to, or unfair competition by others involving our Marks. We will take whatever action, if any, we deem appropriate. We have no contractual obligation to defend you or to prosecute any legal action against others with respect to any infringement, unfair competition or other claim in any way related to our Marks.

There are no infringing uses actually known to us which could materially affect your use of our principal Marks in this state or any other state in which your Franchised Business may be located.

If we require you to modify or discontinue use of a Mark as a result of a proceeding or settlement, we will reimburse you for your tangible costs of compliance (i.e., changing signs).

#### **ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not have any patents or patent applications that are material to the franchise system.

We or our affiliates claim copyright protection of our MM360 software, the Operations Manual, and all of the manuals, advertising and promotional materials, forms, and related materials that we produce, although



these materials may not have been registered with the Copyright Office of the Library of Congress. The materials are proprietary and confidential and are considered our or our affiliates' property. You may use them only as long as you are a franchisee and are authorized by us to do so and only as provided in the Operations Manual or the Franchise Agreement.

There are currently no effective determinations of the Copyright Office of the Library of Congress or any court regarding any of our copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend our or our affiliates' copyrights.

We will be disclosing to you certain information we believe to be confidential or proprietary information and trade secrets. This will include information contained in our manuals, and in materials separately provided to you. You may use these materials, in the manner we approve, in the operation of your business during the term of the Franchise Agreement. However, you may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of any other person or entity. These materials include any trade secrets, knowledge or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. This includes information about our sources of supply, and our recommendations on pricing. You may disclose this information to your employees, but only to the extent necessary to operate your business, and then only while the Franchise Agreement is in effect. You are responsible for restricting your employees from improperly using or disclosing our confidential information.

#### **ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

We recommend, but do not require, that you personally supervise the Franchised Business. If you do not personally supervise the business, or if you are a corporation, partnership, or limited liability company, you must employ a manager who will be responsible for direct, on-premises supervision of the business. The manager must have successfully completed our training program, but need not have an ownership interest if you are a corporation, partnership, or limited liability company. You are responsible for restricting your managers from improperly using or disclosing our confidential information.

If you are a corporation, partnership, or limited liability company, we will require any owners that own directly or indirectly 15% or more of the ownership interests in your entity to sign the Guaranty of Franchisee's Obligations attached to the Franchise Agreement. All of your other owners, and all of your owners' spouses who are actively involved in the operation of the Franchised Business, will be required to sign confidentiality agreements and/or noncompete agreements that we prescribe. Your owners will also be required to sign the Item 23 Receipt attached to this Disclosure Document prior to signing a Franchise Agreement.

#### **ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer and provide all the services we require. We restrict the type of goods or services that you may offer. You are required to follow our cleaning processes and use only cleaning products that we have approved. You are prohibited from providing services not described in the Franchise Agreement. We have the right to change the authorized services without limitation.

You must not actively solicit sales or accept orders from customers outside of your defined Territory. If a customer outside of your Territory is seeking cleaning services, you must refer the request to the Merry

Maids® office which covers the customer's area. If there is no Merry Maids® office covering that customer's area and you wish to provide services to the customer, you may do so with our approval. If you are serving customers in an open Territory that is eventually sold, you must transfer these customers to the new owner of that Territory.

## ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

**This table lists certain important provisions of the Franchise Agreement 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	3.A	10 years
b. Renewal or extension of the term	3.B.	<p>If you satisfy the conditions for renewal specified in Row C., you will have the option of entering into a renewal agreement for one additional, consecutive 10-year term.</p> <p>If you do not sign our then-current form of Franchise Agreement and general release and complete the renewal process before the end of the term and continue operating your Franchised Business and we do not provide you with a non-renewal notice, the Franchise Agreement will extend on a month-to-month basis, but we will have the right to terminate it at any time and, if you do not sign the agreements and complete the process within 60 days after the end of the term, your Royalties will be increased by 2.5% of Gross Sales.</p>
c. Requirements for Franchisee to renew or extend	3.B.1.	To be eligible to enter into a renewal term, you must: (i) notify us of your intent to renew six to nine months before expiration of the term; (ii) be in good standing under the Franchise Agreement and related agreements, have substantially complied with the Franchise Agreement, and not committed certain defaults; (iii) must meet or exceed the Minimum Average Weekly Gross Sales Requirement and not have failed to do so three or more Periods out of nine consecutive Periods; (iv) must not be in default and must not have received four default notices during the term; (v) meet our then-current franchisee requirements; (vi) pay our then-current transfer fee; (vii) execute, along with your owners or affiliates, a general release; and (viii) execute our then-current form of Franchise Agreement, which may differ materially from your current one.
d. Termination by Franchisee	Not applicable	Not applicable, unless otherwise specified under applicable state laws.
e. Termination by Franchisor without cause	Not applicable	Not applicable
f. Termination by Franchisor with cause	14.A. and 14.B.	We can terminate you only if you are in default.

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined - curable defaults	14.B.	For all breaches of the Agreement, related agreements, or any standards or requirements in the Operations Manual other than those specified in Row h. below, you will have 30 days to cure such breach (10 days for any breach related to the use of any Mark or the payment of any money).
h. "Cause" defined - non-curable defaults	14.A.	Unless prohibited by applicable law, we may terminate the Franchise Agreement if you: (1) make an assignment for the benefit of creditors or admit your inability to pay obligations when they are due; (2) fail to pay amounts owed to Franchisor, including Royalties; (3) fail to submit reports or financial data as required; (4) file for voluntary bankruptcy or a judge or court decides you are bankrupt or insolvent; (5) willfully violate any laws related to the Franchised Business; (6) fail, for a period of 10 days after notification of noncompliance, to comply with any laws; (7) make an unauthorized transfer; (8) willfully violate any provision of Agreement or any related agreement; (9) are convicted of a felony or are declared incompetent; (10) engage in egregious conduct that may cause harm; (11) misrepresent Gross Sales; (12) fail to meet the Minimum Average Weekly Gross Sales Requirement three Periods out of nine consecutive Periods; (13) fail to adhere to any material specification, standard or operations procedure; (14) breach (or owners' breach) the confidentiality and non-compete covenants; (15) commit any other uncurable breach; (16) engage in conduct or uses the Marks in any way which materially impairs the goodwill associated with the Marks or Franchisor's business operations and fails to cure; (17) abandon the Franchised Business (by closing for 10 days or repeatedly closing for three or more days); or (18) receive four or more notices of default during the term (regardless if such defaults have been cured).
i. Franchisee's obligations on termination /non-renewal	14.C	Obligations include complete de-identification and payment of amounts due, including all Royalties due for the remaining term (also, see r. below).
j. Assignment of contract by Franchisor	14.E.	We have the right to sell or assign the Franchise Agreement in whole or in part.
k. "Transfer" by Franchisee – defined	14.D.	Includes transfer of Franchise Agreement, the Franchise, or <u>any</u> part of the ownership interest of the Franchisee. Ownership interest means voting stock, securities, proprietorship and general partnership interests.
l. Franchisor approval of transfer by Franchisee	14.D.	We have the right to approve all transfers, but will not unreasonably withhold approval, if conditions are satisfied (see m. below).
m. Conditions for Franchisor approval of transfer	10.L. and 14.D.	New Franchisee must qualify, pay current transfer fee and complete the required training. You must sign a release; and the then-current agreement must be signed by new franchisee (also, see r. below).  If individuals transferring to an entity: Franchisee must own all interests in the new entity; Franchisee or an approved manager must devote full, exclusive time to the day-to-day operation of the Franchised Business; entity's business must be confined to operating the Franchised Business; entity must sign document approved by Franchisor agreeing to become

Provision	Section in Franchise Agreement	Summary
		<p>a party to and be bound by all the provisions of the Agreement and assume all obligations; entity and its owners must comply with other requirements for ownership by entity, including applicable owners signing guaranty or confidentiality and noncompete agreements.</p> <p>If transferring less than one-half interest: the new owner(s) enters into a written agreement assuming and/or guaranteeing all of Franchisee's obligations under the Agreement; any defaults on the part of the Franchisee have been remedied; any other reasonable conditions required by Franchisor have been satisfied; and new owner(s) meet Franchisor's then-current standards for our franchisees.</p> <p>If transferring one-half interest or more: all obligations of Franchisee have been assumed by new owner; all ascertained or liquidated debts of Franchisee in connection with Franchisor have been paid; Franchisee is not in default of Agreement; new owner has completed training; new owner has signed the then-current Agreement for a full term; Franchisee or new owner has paid the then-current transfer fee; Franchisee and all owners to which Agreement has been assigned sign a general release; and new owner meets Franchisor's then-current standards for our franchisees.</p> <p>We reserve the right to conduct an audit as a pre-condition to any transfer.</p>
n. Franchisor's right of first refusal to acquire Franchisee's business	14.D.6.	You may not sell, transfer, assign, lease or sublease any interest in your Franchised Business without first offering the same to us, in writing, at a stated price and terms which we may accept in writing at any time within 30 days of the receipt of your written offer.
o. Franchisor's option to purchase Franchisee's business	Not applicable	Not applicable
p. Death or disability of Franchisee	14.D.7.	Your (or your shareholders') heirs or legacies must meet our approval, attend training, and personally manage the Franchised Business.
q. Non-competition covenants during the term of the franchise	15	You, your owners, and your or their spouses who are in any way involved in the Franchised Business may have no involvement in competing business or engage in marketing or selling maid cleaning services or products or divert business to a competitor.
r. Non-competition covenants after the franchise is terminated or expires	14.C.6.	You, your owners, and your or their spouses who are in any way involved in the Franchised Business may have no involvement for one year in competing businesses or engage in marketing or selling cleaning services within 25 miles of the outermost boundary where you conducted business.
s. Modification of the agreement	10.G. and 21.B.	The Franchise Agreement may be amended by mutual written consent. We have the right to change the confidential Operations Manual.
t. Integration/merger clause	21.A.	Subject to applicable state laws, the Franchise Agreement, attached exhibits, and representations made in the Franchise Disclosure

Provision	Section in Franchise Agreement	Summary
		Document constitute the entire agreement between you and us. Other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	24.A.	All disputes, except those listed in the Agreement, must be resolved by (1) face to face meeting, (2) mediation, and (3) as a last resort, arbitration except where prohibited by applicable state law.
v. Choice of forum	24.A.3 and 24.B.3	Subject to applicable state laws, all claims must be arbitrated or litigated in the city in which our principal place of business is located (currently, Atlanta, Georgia).
w. Choice of law	25	Subject to applicable state laws, Georgia law applies.

## ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote our franchises.

## 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 businesses, 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 Franchised Business 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.

This Item 19 presents information about the financial performance during the period January 1, 2023 to December 31, 2023 (the "**Covered Period**") for certain Franchised Businesses that were Active Franchises throughout the Covered Period. An "**Active Franchise**" is a Franchised Business that (i) opened prior to the Covered Period, (ii) reported Gross Sales in all 12 months of the Covered Period, and (iii) was owned by the same owner throughout the Covered Period.

Currently, we grant Territories with 40,000 or more Qualified Households. In addition, we recommend that all franchisees operate an office within the Territory for each Franchised Business and require new franchisees to have an office that is located within a 60-minute drive of all customer addresses within their Territory. Some of our existing franchisees have been permitted to operate one or more Franchised Businesses from an office that is located outside of their Territory and outside of a 60-minute drive radius and/or have been granted territories with fewer than 40,000 Qualified Households. In this Item 19, we refer to Active Franchises that (i) have been granted a Territory with 40,000 or more Qualified Households and (ii) operate an office within the assigned Territory for such Franchised Business as a "**Qualified Franchise**." We refer to Active Franchises that (a) have been granted a Territory with fewer than 40,000 Qualified Households and/or (b) do not operate an office within the assigned Territory for such Franchised Business as a "**Legacy Franchise**." In this Disclosure Document, we offer you the opportunity to own and operate a Qualified Franchise. We currently do not offer Legacy Franchises.

In addition, in this Item 19, we have presented some data by Franchise Ownership Groups. A "**Franchise Ownership Group**" or "**FOG**" consists of one or more Franchised Businesses that are owned by one or more entities that are affiliated with each other by common ownership. We believe Franchise Ownership

Groups are the best measurement of our franchisees' actual business operations, as many of our franchisees operate multiple Franchised Businesses within one overall business.

This Item 19 does not include data related to (i) company-owned units and (ii) Franchised Businesses that were not an Active Franchise operating throughout all of the Covered Period, because such Franchised Businesses opened, closed, were reacquired by us, or were transferred to a new owner during the Covered Period or did not report Gross Sales for all 12 months of the Covered Period.

In the tables below, we have presented (i) Gross Sales data for all Qualified Franchises that operated throughout the Covered Period, (ii) Gross Sales data for all Franchise Ownership Groups with Active Franchises that operated throughout the Covered Period, and (iii) Gross Sales data for both Active Franchises and Franchise Ownership Groups, organized by number of Active Franchises within each Franchise Ownership Group.

**TABLE 1:**  
**GROSS SALES FOR QUALIFIED FRANCHISES**  
**IN THE COVERED PERIOD**

Subset	Number of Qualified Franchises	Average Gross Sales	Number and Percentage of Qualified Franchises Attaining or Exceeding Average Gross Sales	Median Gross Sales	Lowest Gross Sales	Highest Gross Sales
Top 10%	34	\$1,556,478	14 / 41.2%	\$1,499,683	\$1,289,471	\$2,506,782
Top Quartile	86	\$1,261,553	34 / 39.5%	\$1,177,963	\$934,724	\$2,506,782
2 <sup>nd</sup> Quartile	86	\$787,423	41 / 47.7%	\$774,876	\$649,579	\$932,690
3 <sup>rd</sup> Quartile	86	\$521,137	42 / 48.8%	\$519,333	\$410,271	\$647,459
Bottom Quartile	86	\$268,099	53 / 61.6%	\$287,249	\$3,275	\$407,540
Bottom 10%	34	\$170,209	18 / 52.9%	\$174,845	\$3,275	\$268,431
Total	344	\$709,553	147 / 42.7%	\$648,519	\$3,275	\$2,506,782

**Notes to Table 1:**

- As of December 31, 2023 (the end of the Covered Period), there were 933 Franchised Businesses. Of those 933 Franchised Businesses, 794 were Active Franchises. Of those 794 Active Franchises, 344 were Qualified Franchises that are represented in these tables. These tables do not include (i) 74 Franchised Businesses that did not operate through all 12 months of the Covered Period, (ii) 66 Franchised Businesses that were transferred to a new owner in the Covered Period, and (iii) 450 Legacy Franchises that were Active Franchises. These tables also do not include 37 Franchised Businesses that ceased operating in the Covered Period (none of which had opened within the 12 months prior to the date such Franchised Business closed).

**TABLE 2:**  
**GROSS SALES FOR FRANCHISE OWNERSHIP GROUPS WITH ACTIVE FRANCHISES**  
**IN THE COVERED PERIOD**

Subset	# of FOGs	Average Gross Sales	Number and Percentage of FOGs Attaining or Exceeding Average Gross Sales	Median Gross Sales	Lowest Gross Sales	Highest Gross Sales
Top 10%	27	\$3,241,966	9 / 33.3%	\$2,597,756	\$1,974,298	\$6,045,569
Top Quartile	65	\$2,267,595	17 / 26.2%	\$1,849,013	\$1,272,448	\$6,045,569
2nd Quartile	67	\$998,749	30 / 44.8%	\$972,523	\$790,710	\$1,250,777
3rd Quartile	66	\$611,572	36 / 54.5%	\$621,722	\$469,492	\$784,857
Bottom Quartile	66	\$303,830	33 / 50%	\$304,916	\$35,227	\$463,586
Bottom 10%	25	\$200,148	16 / 64%	\$220,119	\$35,227	\$273,817
Total	264	\$1,040,630	87 / 33%	\$787,783	\$35,227	\$6,045,569

**Notes to Table 2:**

1. As of December 31, 2023 (the end of the Covered Period), there were 312 Franchise Ownership Groups. Of those 312 Franchise Ownership Groups, 264 (84.6%) Franchise Ownership Groups had at least one Active Franchise throughout the Covered Period and are represented in this table. This table does not include 48 Franchise Ownership Groups that did not report Gross Sales through all 12 months of the Covered Period. This table also do not include 10 Franchise Ownership Groups that ceased operating all of their Franchised Businesses` in the Covered Period.
2. This table reflects the financial performance of both Qualified Franchises, which are offered under this Disclosure Document, and Legacy Franchises, which are no longer offered.

**TABLE 3:**  
**GROSS SALES BY NUMBER OF ACTIVE FRANCHISES**  
**IN FRANCHISE OWNERSHIP GROUP**  
**IN THE COVERED PERIOD**

	Number of Active Franchises in Franchise Ownership Group					
Subset	1	2	3 to 4	5 to 7	8 to 24	All
<b>Gross Sales for Franchise Ownership Groups in each Category</b>						
# of FOGs	83	66	69	33	13	264
Average Gross Sales	\$527,480	\$731,601	\$1,113,096	\$1,784,731	\$3,603,707	\$1,040,206
# and % At or Above Avg. Gross Sales	35 / 42.2%	29 / 43.9%	28 / 40.6%	12 / 36.4%	5 / 38.5%	87 / 33%
Median Gross Sales	\$496,609	\$660,876	\$972,523	\$1,506,213	\$3,094,817	\$787,783
Lowest Gross Sales	\$35,227	\$188,119	\$227,956	\$794,430	\$954,072	\$35,227
Highest Gross Sales	\$1,686,624	\$1,861,891	\$4,702,007	\$4,632,073	\$6,045,569	\$6,045,569
<b>Gross Sales for Active Franchises in Each Category</b>						
# of Active Franchises	83	132	232	187	160	794
Average Gross Sales	\$527,480	\$365,801	\$331,050	\$314,953	\$292,801	\$345,862
# and % At or Above Avg. Gross Sales	35 / 42.2%	54 / 40.9%	82 / 35.3%	70 / 37.4%	60 / 37.5%	293 / 36.9%
Median Gross Sales	\$496,609	\$301,395	\$239,952	\$237,788	\$230,657	\$261,145
Lowest Gross Sales	\$35,227	\$45,148	\$21,823	\$11,270	\$10,983	\$10,983
Highest Gross Sales	\$1,686,624	\$1,374,131	\$1,721,488	\$1,475,465	\$1,257,903	\$1,721,488

**Notes to Table 3:**

1. See Note 1 to Table 2 for details about the Franchise Ownership Groups and Franchised Businesses included and excluded from this table.
2. As of December 31, 2023 (the end of the Covered Period), there were 933 Franchised Businesses. Of those 933 Franchised Businesses, 794 (85%) were Active Franchise throughout the Covered Period and are represented in these tables. These tables do not include (i) 74 Franchised Businesses that did not operate through all 12 months of the Covered Period and (ii) 66 Franchised Businesses that were transferred to a new owner in the Covered Period. These tables also do not include 37 Franchised Businesses that ceased operating in the Covered Period (none of which had opened within the 12 months prior to the date such Franchised Business closed).
3. This table reflects the financial performance of both Qualified Franchises, which are offered under this Disclosure Document, and Legacy Franchises, which are no longer offered.



## NOTES TO ITEM 19:

1. **Some franchises have sold or earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.**
2. "Gross Sales" means all billings of the Franchised Business, whether or not collected, including but not limited to cash sales and sales on account, monies billed for maid cleaning services whether performed by you or subcontracted, monies billed in connection with trade or barter agreements, or monies billed for any other cleaning and/or maintenance of any structure, interior or exterior, excluding sales tax or use tax.
3. We calculated the figures in the tables in these financial performance representations using financial reports submitted by franchisees. In order to properly allocate revenue to each Franchised Business, we identified each sale by zip code and assigned the revenue to the appropriate Franchised Business. Some Franchised Businesses earned revenue through sales made outside of their Territories in Territories that have not yet been licensed or in Territories licensed to other franchisees. We have not included in the data any Gross Sales earned from zip codes outside of the Territories licensed to each Franchised Business, because most Franchised Businesses are not authorized to accept orders from customers outside of their defined Territories.
4. These sales figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the Gross Sales figures to obtain your net income or profit.
5. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.
6. We encourage you to contact existing franchisees to discuss their experiences with the system and their franchise business.

Other than in this Item 19, 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 receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Legal Department, Merry Maids SPE LLC, One Glenlake Parkway, 14<sup>th</sup> Floor, Atlanta, Georgia 30328, Telephone 800-756-5656, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

For the purposes of the tables in this Item 20, an outlet is defined as a licensed Territory as explained in Item 12 above.

**Table No. 1**  
**Systemwide Outlet Summary for Years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<b>Franchised</b>	2021	1000	996	-4
	2022	996	957	-39
	2023	957	933	-24
<b>Company-Owned</b>	2021	3	3	0
	2022	3	0	-3
	2023	0	0	0
<b>Total Outlets</b>	2021	1003	999	-4
	2022	999	957	-42
	2023	957	933	-24

**Table No. 2**  
**Transfer of Franchised Outlets for Years 2021 to 2023**

State	Year	Number of Transfers	State	Year	Number of Transfers	State	Year	Number of Transfers
<b>AL</b>	<b>2021</b>	2	<b>IL</b>	<b>2021</b>	2	<b>NY</b>	<b>2021</b>	1
	<b>2022</b>	0		<b>2022</b>	0		<b>2022</b>	2
	<b>2023</b>	1		<b>2023</b>	3		<b>2023</b>	0
<b>AZ</b>	<b>2021</b>	0	<b>IN</b>	<b>2021</b>	0	<b>OH</b>	<b>2021</b>	0
	<b>2022</b>	0		<b>2022</b>	0		<b>2022</b>	10
	<b>2023</b>	3		<b>2023</b>	4		<b>2023</b>	0
<b>CA</b>	<b>2021</b>	2	<b>MD</b>	<b>2021</b>	0	<b>TX</b>	<b>2021</b>	1
	<b>2022</b>	3		<b>2022</b>	0		<b>2022</b>	1
	<b>2023</b>	14		<b>2023</b>	2		<b>2023</b>	7
<b>CO</b>	<b>2021</b>	0	<b>MN</b>	<b>2021</b>	0	<b>UT</b>	<b>2021</b>	0
	<b>2022</b>	0		<b>2022</b>	0		<b>2022</b>	0
	<b>2023</b>	1		<b>2023</b>	1		<b>2023</b>	8
<b>CT</b>	<b>2021</b>	0	<b>MO</b>	<b>2021</b>	1	<b>VA</b>	<b>2021</b>	2
	<b>2022</b>	0		<b>2022</b>	0		<b>2022</b>	0
	<b>2023</b>	2		<b>2023</b>	1		<b>2023</b>	2
<b>FL</b>	<b>2021</b>	1	<b>MS</b>	<b>2021</b>	0	<b>WA</b>	<b>2021</b>	1
	<b>2022</b>	2		<b>2022</b>	0		<b>2022</b>	0
	<b>2023</b>	4		<b>2023</b>	1		<b>2023</b>	3

State	Year	Number of Transfers	State	Year	Number of Transfers	State	Year	Number of Transfers
GA	2021	0	NC	2021	0	WI	2021	1
	2022	0		2022	0		2022	0
	2023	2		2023	4		2023	3
						Total	2020	14
							2021	18
							2022	66

**Table No. 3**  
**Status of Franchised Outlets for Years 2021 to 2023**

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at the End of the Year
AL	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	1	0	0	0	9
AR	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
AZ	2021	28	0	0	0	0	0	28
	2022	28	0	3	0	0	0	25
	2023	25	1	0	0	0	0	26
CA	2021	140	0	3	0	0	0	137
	2022	137	1	13	0	0	0	125
	2023	125	0	6	0	0	0	119
CO	2021	20	0	0	0	0	0	20
	2022	20	0	2	0	0	0	18
	2023	18	0	0	0	0	0	18
CT	2021	20	0	0	0	0	0	20
	2022	20	0	0	0	0	0	20
	2023	20	0	0	0	0	0	20
DE	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
FL	2021	68	0	0	0	0	0	68
	2022	68	0	0	0	0	0	68
	2023	68	2	3	0	0	0	67

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at the End of the Year
GA	2021	28	0	0	0	0	0	28
	2022	28	0	0	0	0	0	28
	2023	28	3	0	0	0	0	31
IA	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	2	0	0	0	8
ID	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
IL	2021	49	0	0	0	0	0	49
	2022	49	0	3	0	0	0	46
	2023	46	0	1	0	0	0	45
IN	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
	2023	15	0	1	0	0	0	14
KS	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
KY	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
LA	2021	10	0	0	0	0	0	10
	2022	10	0	1	0	0	0	9
	2023	9	0	1	0	0	0	8
MA	2021	35	0	0	0	0	0	35
	2022	35	0	0	0	0	0	35
	2023	35	1	0	0	0	0	36
MD	2021	28	0	0	0	0	0	28
	2022	28	0	0	0	0	0	28
	2023	28	0	0	0	0	0	28
ME	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
MI	2021	22	0	0	0	0	0	22
	2022	22	0	7	0	0	0	15
	2023	15	1	11	0	0	0	5

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at the End of the Year
MN	2021	20	0	0	0	0	0	20
	2022	20	0	0	0	0	0	20
	2023	20	0	0	0	0	0	20
MO	2021	22	0	0	0	0	1	21
	2022	21	0	0	0	0	0	21
	2023	21	0	0	0	0	0	21
MS	2021	4	0	0	0	0	1	3
	2022	3	2	1	0	0	0	4
	2023	4	1	0	0	0	0	5
MT	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
NC	2021	34	0	0	0	0	0	34
	2022	34	0	0	0	0	0	34
	2023	34	0	1	0	0	0	33
ND	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
NE	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	1	0	0	0	7
NH	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
NJ	2021	31	0	0	0	0	0	31
	2022	31	0	3	0	0	0	28
	2023	28	0	0	0	0	0	28
NM	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
NV	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
NY	2021	41	0	0	0	0	0	41
	2022	41	0	2	0	0	0	39
	2023	39	0	0	0	0	0	39

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at the End of the Year
OH	2021	26	0	0	0	0	0	26
	2022	26	0	1	0	0	0	25
	2023	25	0	0	0	0	0	25
OK	2021	16	0	0	0	0	1	15
	2022	15	0	1	0	0	0	14
	2023	14	0	0	0	0	0	14
OR	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
PA	2021	38	0	0	0	0	0	38
	2022	38	0	1	0	0	0	37
	2023	37	0	0	0	0	0	37
RI	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
SC	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
	2023	15	0	1	0	0	0	14
SD	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
TN	2021	18	2	0	0	0	0	20
	2022	20	0	1	0	0	0	19
	2023	19	0	0	0	0	0	19
TX	2021	65	0	0	0	0	0	65
	2022	65	0	0	0	0	0	65
	2023	65	4	4	0	0	0	65
UT	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
VA	2021	35	0	0	0	0	0	35
	2022	35	1	0	0	0	0	36
	2023	36	0	1	0	0	0	35
WA	2021	27	0	0	0	0	0	27
	2022	27	0	3	0	0	0	24
	2023	24	0	1	0	0	0	23

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at the End of the Year
WI	2021	25	0	0	0	0	0	25
	2022	25	0	0	0	0	0	25
	2023	25	0	1	0	0	0	24
WV	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
TOTAL	2021	1000	2	3	0	0	3	996
	2022	996	4	43	0	0	0	957
	2023	957	13	37	0	0	0	933

**Table No. 4**  
**Status of Company-Owned for Years 2021 to 2023**

State	Year	Outlets at the Start of the Year	Offices Opened	Outlet Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
TN	2021	3	0	0	0	0	3
	2022	3	0	0	1	2	0
	2023	0	0	0	0	0	0
Totals	2021	3	0	0	0	0	3
	2022	3	0	0	1	2	0
	2023	0	0	0	0	0	0

**Table No. 5**  
**Projected Openings as of December 31, 2023**  
**For Fiscal Year Ending on December 31, 2024**

State	Franchise Agreement Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected Company-Owned Outlets in the Next Fiscal Year
Florida	0	1	0
Georgia	0	1	0
Idaho	0	1	0
New York	0	1	0
Total	0	4	0

The name, business address, and business telephone number of each current franchisee as of December 31, 2023, is attached to this Disclosure Document as Exhibit D. The name, last known address, and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent fiscal year or has not communicated with us or our affiliates within 10 weeks of the issuance date of this

Franchise Disclosure Document, is attached as Exhibit E. Please note, if you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We or our Predecessor have entered into confidentiality clauses with former franchisees during the past three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with Merry Maids®. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with our franchise system. No independent franchise organization has requested to be included in our Disclosure Document.

## **ITEM 21: Financial Statements**

Attached to this Disclosure Document as Exhibit B are: (i) the audited financial statements of our direct parent, SM Systems, as of December 31, 2021, December 31, 2022 and December 31, 2023 and (ii) SM Systems' Guaranty of our obligations to you under the Franchise Agreement.

As reflected in Item 1, SM Manager will be providing required support and services to franchisees under a management agreement with us. Also attached to this Disclosure Document as Exhibit B are the audited financial statements of our indirect parent, SM Manager, as of December 31, 2021, December 31, 2022 and December 31, 2023. These financial statements are being provided for disclosure purposes only. SM Manager is not a party to the Franchise Agreement or other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or other agreements we sign with franchisees.

Also attached to this Disclosure Document as Exhibit B are the unaudited balance sheets and income statements of SM Systems and SM Manager as of March 31, 2024. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state each company's financial condition as of that date. These financial statements have not been reviewed by an accountant and do not contain any financial statement notes.

## **ITEM 22: CONTRACTS**

The following contracts are attached to this Disclosure Document:

<b>Agreement</b>	<b>Exhibit</b>
Merry Maids Franchise Agreement	A
State-Specific Addenda to the Franchise Agreement	F
Customer Acquisition Agreement	H
Merry Maids Team Mobility End User License Agreement	I

## **ITEM 23: RECEIPTS**

Two copies of an acknowledgement of your receipt of this Disclosure Document are included at the end of this Disclosure Document (Exhibit J). You should keep one copy for your file and return the second copy to us.



## **FDD EXHIBIT A**

### FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

Between

MERRY MAIDS SPE LLC

(as Franchisor) And

---

(as Franchisee)

Dated: \_\_\_\_\_

Territory: \_\_\_\_\_

MERRY MAIDS FRANCHISE AGREEMENT  
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## MERRY MAIDS FRANCHISE AGREEMENT

THIS MERRY MAIDS AGREEMENT (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) by and between MERRY MAIDS SPE LLC, a Delaware Limited Liability Company, with a mailing address of One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_, a \_\_\_\_\_ (corporation, limited liability company, partnership, sole proprietorship), with a mailing address of \_\_\_\_\_ (“**Franchisee**”).

### Background

(A) Franchisor, as the result of significant time, skill, effort and money, has acquired and developed a unique management and business system for providing residential maid cleaning services performed under the name “Merry Maids” (the “**System**”). The System includes the trademark Merry Maids®, other trademarks, trade names, service marks, commercial announcements (slogans) and related insignia (logos) Franchisor owns (the “**Marks**”) for which Franchisor has the right to license in connection with the System.

(B) Franchisor operates and licenses others to operate a Merry Maids® maid cleaning service business using the System, including the Marks (an “**MM Business**”);

(C) Franchisee desires to establish and operate an MM Business;

(D) Franchisee has completed the pre-purchase requirements of Franchisor, including the home office visit, written character and personality assessment, background check and credit evaluation testing and has been interviewed by Franchisor;

(E) Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality and service and the necessity of operating MM Businesses in conformity with Franchisor’s standards and specifications. Franchisee acknowledges that the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor’s high standards of quality and service and the uniformity of those standards and thereby to protect and preserve the goodwill of the Marks; and

(F) Franchisor is willing to grant Franchisee the right to operate an MM Business in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound, in consideration of the mutual agreements, covenants and promises contained herein, do hereby agree as follows:

### AGREEMENT

#### 1. GRANT

A. The parties to this Merry Maids Franchise Agreement hereby agree that the paragraphs included under “Background” above are incorporated and made a part of this Agreement.

B. Franchisor hereby grants to Franchisee, upon the terms and conditions contained in this Agreement, a right and license to operate an MM Business using the System and the Marks (the “**Franchised Business**”) in the geographical area specified in Exhibit “A” attached hereto and made a part hereof (the “**Territory**”). The maid cleaning services to be performed pursuant to the System are generally cleaning and housekeeping services for homes, apartments and other residences, as more fully defined in

the confidential Merry Maids Operations Manual (the “**Operations Manual**”) as that term is defined in Section 7 herein.

C. Franchisor will not, so long as this Agreement is in full force and effect and Franchisee is not in default under any of the terms hereof, establish, or license another to perform, residential maid cleaning services utilizing the System or the Marks within Franchisee’s Territory.

D. Franchisee must operate the Franchised Business in a retail office, industrial park or other commercial location that is located within a 60-minute drive to all addresses in the Territory, as measured by the drive times during normal business hours that are estimated by Google Maps (or such other third-party source specified by Franchisor from time to time). Franchisor may change this office location policy from time to time in the Operations Manual.

E. The Franchised Business must at all times be under the direct, on-premises supervision of a manager (who may be Franchisee) who is known to Franchisor, has completed the Initial Training Program as defined in Section 5 herein and who devotes full-time and attention during business hours to the management of the Franchised Business. Such manager may not have any interest as an owner, employee, director, officer, salesperson, representative, agent, or in any other capacity in any business competitive with MM Businesses. After commencement of business, Franchisee shall operate the Franchised Business in the Territory continuously during the term hereof in accordance with the days and hours of operation customarily employed by an MM Business.

F. Franchisee is limited to providing maid cleaning services and other cleaning services, such as window cleaning, as may be approved by Franchisor. Franchisee must be willing to service customers throughout the entire geographical area comprising the Territory and must offer services to all customers within the Territory. Franchisee must not solicit or serve customers outside of its designated Territory. If a customer outside of Franchisee’s Territory requests services, Franchisee shall refer this request to the MM Business which covers the customer’s area. If Franchisee chooses to serve a customer in a territory that has not been sold to a franchisee and the territory is eventually sold, Franchisee must transfer the customer(s) to the new owner.

G. Franchisee expressly acknowledges and agrees that this license relates solely to the System and solely to the Territory specified in Exhibit A and does not grant the Franchisee any rights under any other program of the Franchisor. Except as specifically described in this Agreement, all other programs performed under the Marks by the Franchisor and the Franchisor’s affiliates, including but not limited to such other programs as may be developed or acquired by the Franchisor in the future are specifically excluded from this license and specifically reserved for use by the Franchisor. The Franchisee understands and agrees that one or more of the other programs may utilize the confidential information from the System, and from the Operations Manual, and that other franchisees have been and will be licensed to operate MM Businesses under the System that utilize the System and the Marks outside the Territory.

H. Beginning in the first full Period of operation of the Franchised Business, Franchisee’s right to continue operating in the Territory is dependent on Franchisee earning in each four-week period specified by Franchisor (a “**Period**”) the average weekly Gross Sales that are set forth in the following table, which is determined based on the size of the Territory purchased by Franchisee (as stated on the cover page of this Agreement) and the number of years that the Franchised Business has been operated (starting from the Opening Date) (the “**Minimum Average Weekly Gross Sales Requirement**”):

<b>Years of Operation (from Opening Date)</b>	<b>Minimum Average Weekly Gross Sales Requirement of Franchised Business</b>
Periods Beginning in Year 1	\$4,000
Periods Beginning in Year 2	\$6,000
Periods Beginning in Year 3	\$8,000
Periods Beginning in Year 4	\$10,000
Periods Beginning in Year 5 and thereafter	\$12,000

Franchisee must achieve the Minimum Average Weekly Gross Sales Requirement in each Period during the term of this Agreement and all subsequent renewals thereof, provided that the Minimum Average Weekly Gross Sales Requirement may be increased from time to time and in subsequent renewal agreements. To determine the average weekly Gross Sales in a Period, the total Gross Sales of the Franchised Business in such Period shall be divided by the number of weeks in such Period. Franchisor may also modify the manner in which a Period is determined in its sole discretion (such as changing it to align with calendar months or another measurement of time) by specifying the revised Periods in the Operations Manual. In addition, beginning in the sixth year of operation of the Franchised Business (whether during this Agreement or any renewal thereof), unless otherwise specified in a renewal franchise agreement, the Franchised Business must achieve a sales growth Compounded Annual Growth Rate (“CAGR”) of at least 2% over the term of this Agreement and an additional 2% CAGR for each subsequent renewal term. The sales growth CAGR requirement will be based on the calendar year beginning January 1 and ending December 31 during the Term and beginning on the Effective Date noted herein. If Franchisee fails to meet the Minimum Average Weekly Gross Sales Requirement in three or more Periods during any nine consecutive Periods (except in the event that local economic conditions and/or extenuating circumstances materially affect sales potential which, in Franchisor’s sole discretion, affects Franchisee’s ability to meet such sales levels), then Franchisor shall have the right to (i) terminate or not renew this Agreement or (ii) reduce the size of the Market and license or establish another MM Business in the area eliminated from Franchisee’s Market. The amount of the Minimum Average Weekly Gross Sales Requirement shall not be construed or otherwise interpreted to be an earnings claim or a statement or projection of the potential revenue for any MM Business.

I. If Franchisee is a corporation, limited liability company, partnership, or other entity (collectively, an “**Entity**”), we refer to any person or Entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Franchisee’s Entity, including any person or Entity who has a direct or indirect interest in Franchisee, this Agreement, the franchise, or the Franchised Business and any person or Entity who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets or any capital appreciation relating thereto as an “**Owner**.”

## **2. INITIAL FRANCHISE FEES AND OPENING DEADLINE**

A. **Franchise Fee.** In consideration for the grant of the license to operate the Franchised Business in the Territory, Franchisee will initially pay to Franchisor a franchise fee of \$\_\_\_\_\_ (the “**Initial Franchise Fee**”), which is payable upon the execution of this Agreement.

B. **Online Marketing Fund Deposit.** If this is the purchase of a new MM Business, Franchisee shall pay Franchisor, upon execution of this Agreement, an online marketing fund deposit of \$6,000 (the “**Online Marketing Fund Deposit**”). Franchisor shall place this fee into an online marketing fund for the Franchised Business (the “**Online Marketing Fund**”), which shall be utilized during the first year of Franchisee’s operation of the Franchised Business to target households in the Territory through online advertising or, with Franchisor’s prior approval, through the services of a third-party direct marketing vendor. Franchisor will assist Franchisee in using the funds in the Online Marketing Fund for mutually

agreed upon expenses. Any portion of the Online Marketing Fund not submitted for reimbursement for local marketing in the Franchised Business' first year of operation may be, in Franchisor's sole discretion, forfeited to Franchisor or applied to offset Franchisee's accounts with Franchisor or its affiliates.

C. Non-refundable Payments. The Initial Franchise Fee, Online Marketing Fund Deposit, and all other payments to Franchisor pursuant to this Agreement are non-refundable under any conditions except at the sole discretion of Franchisor.

D. Opening Deadline. Franchisee agrees to commence the operation of the Franchised Business within 30 days after completion of the Initial Training Program as defined in Section 5 of this Agreement. The date that the Franchised Business begins operating shall be referred to as the "**Opening Date.**"

### 3. TERM AND RENEWAL

A. Term. The initial term of this Agreement is for 10 years from the Effective Date. While this Agreement may be amended or modified by the mutual consent of Franchisor and Franchisee in writing, no other agreement shall affect the term hereof.

B. Renewal. Franchisee may elect to renew Franchisee's right to operate the Franchised Business for one additional 10-year term, if Franchisee, in Franchisor's sole discretion, satisfies the renewal conditions set forth in Section 3.B.1.

1. Renewal Conditions: Franchisee must satisfy the following conditions in order to be eligible for, and as a condition for entering into, a renewal term, each of which are agreed to be reasonable:

a. Franchisee must provide written notice to Franchisor between six and nine months prior to the end of either the initial term or any renewal term that Franchisee intends to enter into a renewal term;

b. Franchisee must be in Good Standing (as defined in Section 3.B.4.), must have substantially complied during the Term with the terms and conditions of this Agreement and Related Agreements (as defined in Section 3.B.4);

c. Franchisee must be then meeting or exceeding the Minimum Average Weekly Gross Sales Requirement and must not have failed to meet the Minimum Average Weekly Gross Sales Requirement three or more Periods during any nine consecutive Periods at any point during the term;

d. Franchisee must not be in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor and must not have received four or more written notices of default from Franchisor, concerning a material breach of this Agreement during the prior term, irrespective of whether the breaches were corrected within the prescribed cure period after receipt of any such notice of default;

e. Franchisee must meet Franchisor's then-current requirements for franchisees qualifying to become franchisees in the Merry Maids franchise system;

f. Franchisee must pay Franchisor the then-current renewal franchise fee that is in effect at the time that it signs the Renewal Franchise Agreement (which is \$5,000 as of the Effective Date, but is subject to change);

g. Franchisee and each Owner and/or affiliate of Franchisee must have executed a general release (in the form substantially similar to that attached hereto as Exhibit "E" and by this reference incorporated herein) (the "**General Release**") of any claims arising out of this Agreement against

Franchisor and its affiliates, and their respective officers, directors, managers, agents, representatives and employees; and

h. Franchisee must execute Franchisor's then-current Franchise Agreement which shall supersede this Agreement when accepted and executed by Franchisor (a "**Renewal Franchise Agreement**"), and which may contain terms and conditions different from those set forth in this Agreement.

2. Non-renewal. If (a) Franchisee provides written notice between six and nine months prior to the end of either the initial term or any renewal term that Franchisee does not intend to enter into a renewal term or (b) Franchisor determines, in its sole discretion, that Franchisee cannot satisfy the renewal conditions and provides Franchisee with a notice of non-renewal (the "**Non-Renewal Notice**"), this Agreement shall expire at the end of the then-current term.

3. Temporary Extension. If Franchisee fails to execute the Renewal Franchise Agreement and General Release and complete the renewal process by the expiration of the then-current term and Franchisee continues operating the Franchised Business, then, unless Franchisor has provided Franchisee with a Non-Renewal Notice, the term shall continue on a month-to-month basis provided, however, that Franchisor shall have the right at any time to terminate this Agreement upon its issuance of a written Notice of Termination (the "**Termination Notice**") to Franchisee, which termination shall be effective immediately upon Franchisee's receipt of, or refusal to accept, such Termination Notice (or on the termination date specified in the Termination Notice, if different). If Franchisee fails to fully and completely execute the Renewal Franchise Agreement and General Release and complete the renewal process within 60 days of the commencement of the temporary extension, then, effective immediately thereafter, the weekly Royalties payable under Section 12.A. shall increase by an amount equal to 2.5% of Gross Sales during each week that Franchisee fails to complete the renewal process until (i) the renewal process is completed (including execution of the Renewal Franchise Agreement and General Release and payment of the renewal fee) or (ii) this Agreement is terminated. By accepting any increased Royalties, Franchisor does not waive any of its rights and remedies under this Agreement including, without limitation, the right to terminate this Agreement pursuant to its terms and all such rights and remedies shall be cumulative of every other right or remedy.

4. Good Standing. "**Good Standing**" means, with respect to Franchisee, Franchisee is deemed to be in "Good Standing" if Franchisee and each of its Owners and affiliates (a) are in full compliance with all Obligations, (b) have not had any Related Agreements terminated during the Term as a result of their default, (c) have not received during the term more than four default notices under this Agreement or any Related Agreement, and (d) have no pending or threatened litigation or disputes with Franchisor, its Affiliates, or its approved vendors. "**Obligations**" include all obligations to Franchisor, its affiliates, or its approved vendors, whether arising under (i) this Agreement, (ii) any other agreement between Franchisee (and/or any of its Owners or affiliates) and Franchisor (and/or any of its affiliates or approved vendors) ("**Related Agreements**"), (iii) the Operations Manual, or (iv) other standards or requirements specified by Franchisor.

#### 4. PROPRIETARY MARKS

A. Franchisee's limited license extends only to use of the Marks in accordance with (i) all applicable standards, operating procedures, policies and guidelines that Franchisor prescribes—and from time to time amends—during the duration of this Agreement, including, without limitation, those set forth in the most current edition of the Operations Manual, the brand usage manual (the "**Identity Manual**"), and other publications, if any, dedicated to proper use of the Marks; and (b) all Applicable Laws (as defined in Section 10.E.) pertaining to advertising and marketing, including, without limitation, federal and state laws pertaining to telemarketing (including the c), false advertising, unfair competition, and unfair practices. It is understood and agreed that this Agreement permits the use of Franchisor's Marks only for



the performance of maid cleaning services in connection with the operation of the Franchised Business in the Territory and includes such Marks as are now or may hereafter be designated by Franchisor in writing for use by Franchisee and does not include any other Marks of Franchisor now existing or yet to be developed or acquired by Franchisor or its affiliates. Franchisee agrees to operate and advertise the Franchised Business only under the Marks designated by Franchisor in the Identity Manual for that purpose.

B. Franchisee acknowledges Franchisor's right, title and interest in and to the Marks, the identification schemes, standards, specifications, operating procedures and other concepts embodied by the Marks. Except as expressly provided by this Agreement, Franchisee acquires no right, title or interest in the Marks; any and all goodwill associated with the Franchised Business, the System, and the Marks shall inure exclusively to Franchisor's benefit; and upon the expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to the goodwill associated with Franchisee's use of the System or the Marks. Franchisee accordingly agrees that any unauthorized use of the Marks is and shall be deemed an infringement of Franchisor's rights.

C. Franchisee acknowledges that the use of the Marks outside the scope of this Agreement, without Franchisor's prior written consent, including the performance of services other than maid cleaning services as defined in Section 1.B., is an infringement of Franchisor's exclusive right, title and interest in and to the Marks, and Franchisee expressly covenants that during the term of this Agreement, and after the expiration or termination hereof, Franchisee shall not, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of Franchisor's Marks, or take any other action in derogation thereof.

D. Franchisee shall promptly notify Franchisor of any use by any person or Entity, other than Franchisor or another of its franchises, of any Marks licensed hereunder, any colorable variation thereof, or any other mark in which Franchisor has or claims a proprietary interest. Franchisee further agrees to notify Franchisor promptly of any litigation instituted by any person or Entity against Franchisor or Franchisee involving the Marks, in which event Franchisor may in its sole discretion take such action as it deems appropriate or no action. Franchisor is not required to defend or prosecute any legal action on behalf of Franchisee with respect to any infringement, unfair competition or other claim in any way related to Franchisee's use of any Marks or other name or mark. In the event Franchisor, in its sole discretion, undertakes the defense or prosecution of any litigation relating to the Marks, Franchisee agrees to execute and convey to Franchisor any and all documents, and to render such assistance as may, in the opinion of Franchisor's counsel, be reasonably necessary to carry out such defense or prosecution. Franchisor makes no warranty, express or implied, as to the use, validity or enforceability of the Marks.

E. Franchisor hereby grants to Franchisee the right to use the words "Merry Maids" but only in conjunction with the Franchised Business. Franchisee may not use the words "Merry Maids", or the names and marks of any other affiliated company, as its primary business or corporate name, but shall duly file a fictitious business name statement or similar document whereby Franchisee is indicated as doing business as: "Merry Maids No. ". All customer contracts must contain a statement substantially equivalent to the following: "Services provided by an independently owned and operated franchisee of Merry Maids SPE LLC."

F. Franchisee shall not, without Franchisor's prior written consent, use the Marks, or the names and marks of any other affiliated company, as part of Franchisee's corporate or other legal name, nor hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness, in such a manner as could reasonably result in making Franchisor liable therefore.

G. Franchisor may provide Franchisee with an internet electronic mail (e-mail) address, internet website and website address (URL/domain name) for use in operating the Franchised Business. This website and website address shall be the only website and website address used by Franchisee in operating

the Franchised Business. Franchisee agrees to enter into one or more license agreements in the form Franchisor requires, under which Franchisee will receive a license to use the designated e-mail address, website and website address. Franchisee shall not establish a website on the internet using any domain name or address containing the Marks, the trademarks of any of its affiliates, or any variation thereof. Franchisor shall have the right to review the substance and content of Franchisee's web page and Franchisee agrees to immediately delete any materials which improperly use Franchisor's trademarks or logos, or contain, in Franchisor's sole discretion, derogatory or inappropriate materials. Franchisor also retains the right to pre-approve Franchisee's use of linking and framing between Franchisee's web pages and all other websites. Franchisee shall, within five days, dismantle any frames and links between Franchisee's web pages and any other websites, if and as requested by Franchisor. Should Franchisee, in the sole discretion of Franchisor, be in compliance with the then-current identity requirements for web pages, Franchisor will allow Franchisee to link to Franchisor's website(s) and dealer locator-page.

H. Franchisee and Franchisor expressly acknowledge and agree that the grant to use the Marks in this Agreement is exclusive, so that the parties also agree and acknowledge as follows:

1. Franchisor will not locate, establish or license another to establish any other MM Business within Franchisee's Territory. Franchisee is prohibited from soliciting sales or accepting orders outside of the designated Territory.

2. Franchisor has not established and will not establish an MM Business using the Marks in Franchisee's Territory.

3. Under the ServiceMaster® or ServiceMaster Clean® trade name/trademarks, an affiliate company of Franchisor, ServiceMaster Clean/Restore SPE LLC, presently operates and franchises the operation of cleaning businesses specializing in: (a) janitorial services, both short and long term, for office buildings, schools, retail centers, or any other institutions that require cleaning on a daily, weekly, or monthly basis, which services include the cleaning and maintaining of general office areas, floors, walls, restrooms and public areas; and (b) the cleaning of carpeting, upholstery, floors, walls, and other heavy cleaning projects in homes and commercial buildings; and (c) proprietary certified services, other specialized services, or other ancillary services related to the maintenance of facilities. The businesses operating under the ServiceMaster or ServiceMaster Clean trade names/trademarks are not intended to be, but may be, competitive with or similar to the Franchised Business and other MM Businesses described in this Agreement, and such ServiceMaster franchisees may be located and/or solicit sales and accept orders within the Territory or any other market assigned to another MM Business. Franchisee and its Owners are prohibited from providing the services described in this Section 5.H.3.

I. Franchisee understands and acknowledges that each and every detail of the System is important to Franchisee and Franchisor in order to develop and maintain high and uniform standards of quality and service and to protect and enhance the reputation and goodwill of Franchisor. Franchisee accordingly agrees:

1. Except as provided under Section 4.E., to refrain from using any of the Marks in conjunction with any other word or symbol without Franchisor's prior written consent.

2. To adopt and use the Marks solely in the manner prescribed by Franchisor.

3. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identifications of Franchisee as Franchisor may direct in writing from time to time. All outside signage displayed on Franchisee's office location must conform to the trademark identity requirements which have been established by Franchisor. If any service mark or trademark is displayed incorrectly, Franchisor may require Franchisee to correct such display. Franchisee will be responsible for the costs of any required corrections.

4. To execute and convey all documents required by Franchisor or its counsel that are necessary to obtain protection for the Marks or to maintain their continued validity or enforceability thereof.

5. To follow the operational and marketing programs outlined by Franchisor during training, in the confidential Operations Manual, as defined in Section 7 of this Agreement, and in any updates, revisions, or other communications from Franchisor, including participating, at Franchisee's cost, in regularly recurring customer satisfaction measurement tools as may be reasonably required by Franchisor from time to time.

## **5. TRAINING AND ASSISTANCE**

A. Prior to the commencement of the Franchised Business by Franchisee, Franchisor shall furnish a training program for Franchisee for one person of up to 10 days consisting of instruction in all areas of the System and the operation of an MM Business including, but not limited to, office procedures; telephone usage; forms and functions; promotion and advertising; insurance and bonding; equipment and supplies; maintenance; cleaning procedures; the team concept; bidding and sales; service problems and solutions; financial accounting and reporting; computer software systems; and field support (the "**Initial Training Program**"). Franchisee, or a manager approved by Franchisor, must attend training within 90 days of execution of this Agreement. Franchisee cannot provide services until it has completed training. If Franchisee has purchased an existing MM Business, Franchisee must pay the then-current fee for the Initial Training Program and attend training within six months of assuming ownership of the business. The Initial Training Program shall be held in Memphis, Tennessee, or at such other location as Franchisor may designate. Franchisee will be responsible for all travel, lodging and personal expenses in connection with the Initial Training Program. Franchisee or Franchisee's manager is required to complete the Initial Training Program to the reasonable satisfaction of Franchisor. Upon successful completion by Franchisee or Franchisee's manager of the Initial Training Program, Franchisor will issue to Franchisee a certificate indicating the date of successful completion of the Initial Training Program. Franchisee shall commence operation of the Franchised Business within 30 days after completion of the Initial Training Program.

B. Franchisee, or a designated officer or manager of Franchisee, shall regularly attend Merry Maids meetings during the Term of this Agreement, offered each year, which may include the annual convention, regional meetings, and road shows conducted by Franchisor. Franchisor shall specify the time and location of any meetings, which may be held in-person or virtually, and may require Franchisee, its designated officer or manager, or its representatives to attend certain meetings. Franchisee must pay the registration fees specified by Franchisor from time to time for each of Franchisee's representatives that attend such meetings. The registration fee for the annual convention shall not exceed \$1,200 per representative. Franchisee is responsible for the travel and living expenses that its representatives may incur attending any such meetings.

C. Franchisor shall provide advisory services as reasonably requested by Franchisee, which shall include consultation on promotional, business and operational problems and an analysis of Franchisee's marketing and financial data. Any such advisory services shall be entirely in the nature of guidance and assistance and adherence to any guidance given by Franchisor shall not be deemed to be a requirement for the ongoing ownership or operation of the Franchise.

D. Franchisor shall, from time to time when available, send to Franchisee promotional materials, newsletters and/or bulletins describing new marketing developments, equipment, products and techniques, if any.

E. Until the first anniversary of the Opening Date, Franchisor will provide to Franchisee, and Franchisee must utilize, certain sales support services, including lead generation and customer acquisition services (the "**Sales Support Services**"). After the first anniversary of the Opening Date, Franchisor may,

in its sole discretion, offer to continue to provide the Sales Support Services to Franchisee, but Franchisee shall not be required to use such services. During any period in which Franchisor provides the Sales Support Services to Franchisee, Franchisee must pay the Customer Acquisition Assistance Fee specified in Section 12.D. of this Agreement for any customer leads that Franchisor generates. Franchisor may, in its sole discretion, add, delete, or modify the Sales Support Services.

## **6. ADVERTISING AND MARKETING**

Franchisee recognizes that advertising is a necessary and integral part of the Franchised Business and the value of advertising and the importance of the standardization of advertising programs to enhance the goodwill and public image of all Franchises, the Franchisee agrees:

A. To submit to Franchisor or its designated agency, for Franchisor's prior approval, all sales promotion materials and advertising to be used by Franchisee, including, but not limited to, flyers, direct mailings and newspaper, radio and television advertising and internet homepages and/or websites. In the event Franchisee does not receive written disapproval of said advertising and/or promotional material from Franchisor or its designated agency within 15 days from the date such material is received by Franchisor, said materials shall be deemed approved. Franchisee's failure to conform to the provisions herein and a subsequent non-action by Franchisor with respect to any such non-conformity of Franchisee shall not be deemed as a waiver of any further or additional non-conformity. The submission of advertising to Franchisor for approval shall not alter Franchisee's right to determine the prices at which Franchisee sells its services. Franchisee may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the Telephone Consumer Protection Act, and state advertising laws applicable to the Franchised Business.

B. Franchisee shall maintain a full-time telephone with a 24-hour answering service or voice mail message system or such other system as Franchisor may require.

C. Franchisor is not obligated to furnish any advertising or signs for Franchisee.

D. Franchisee shall not advertise or use the Marks in any advertisement or any other form of promotion without appropriate registration marks and in accordance with Identity Manual. Franchisee shall solicit and market to the customers in its Territory. Solicitation and marketing directed to customers outside of its Territory is prohibited without Franchisor's permission.

E. Franchisor has established a National Advertising Fund (the "**Ad Fund**"). Franchisee shall contribute the Ad Fund Contribution (as defined and described in Section 12) to the Ad Fund on a weekly basis. Franchisor shall have the right, in its sole discretion, to discontinue the Ad Fund. The Ad Fund shall be maintained and administered by a committee elected by franchisees and made up exclusively of franchisees that are in compliance with their Franchise Agreement(s) (the "**Committee**").

1. The Committee shall develop all advertising programs with primary discretion over the creative concepts, materials and media used in such advertising programs and the placement and allocation of advertising subject to the final approval of Franchisor. Franchisee agrees and acknowledges that the Ad Fund is intended to maximize general public recognition and acceptance of the Marks and MM Businesses and that Franchisor and the Committee undertake no obligation in administering the Ad Fund to make expenditures for Franchisee which are equivalent or proportionate to its contributions, or to ensure that any particular MM Business (including the Franchised Business) benefits directly or pro rata from the placement of advertising.

2. The Ad Fund may, upon approval by the Committee, be used to meet any and all costs of maintaining, administering and preparing advertising and promoting the Marks, the System, MM

Businesses, and the products and services offered by franchisees, including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns and other sales, marketing, promotional, public and other relations activities and materials; to monitor and/or manage social media relating to the Franchise; employing advertising agencies; the costs relating to toll free numbers maintained by Franchisor and used in advertising and marketing campaigns; and such other costs and expenses as Franchisor and the Committee reasonably deems appropriate and in the best interests of all or any franchisees. Certain benefits of the Ad Fund (e.g., paid search by zip code, paid social media efforts by zip code, Listen360 access, and Ad Fund contributions to local website development and maintenance) may be withheld from a franchisee who is not in Good Standing as defined herein. Any reasonable travel, meeting and other costs and expenses incurred by the Committee in connection with carrying out their duties related to the Ad Fund may also be reimbursed by the Ad Fund should the Committee deem them appropriate. All sums paid by franchisees to the Ad Fund shall be maintained in a Franchisor account and tracked on a separate profit and loss statement and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable administrative costs and overhead, if any, as Franchisor may incur, with the express approval of the Committee, in activities reasonably related to the administration of the Ad Fund and advertising programs including, without limitation, conducting research, preparing marketing, promotional and advertising materials, and collecting and accounting for assessments for the Ad Fund. The Ad Fund profit and loss statement will be made available for review by the Ad Fund Committee or its designee not less than quarterly.

3. A financial review of the operation of the Ad Fund shall be prepared annually by an independent certified public accountant selected by the Committee and shall be made available to Franchisee upon request. The cost of the financial review shall be charged to the Ad Fund. A full audit of the Ad Fund may be required every three years.

F. Franchisee agrees to spend at a minimum an amount equal to 0.7% of the weekly Gross Sales of the Franchised Business on local digital marketing or, with approval from Franchisor, on other local marketing or advertising (the "**Local Digital Marketing Program**"). During the Franchised Business' first year of operation, Franchisee may receive credit for this Local Digital Marketing Program requirement from the amount spent on online local marketing from the Online Marketing Fund. Franchisee is required to use Franchisor-approved vendors of local digital marketing. The approved vendors, contained in the Operations Manual, meet all of Franchisor's specifications and standards. If Franchisee's annual spend on local digital marketing exceeds the minimum required amount, Franchisee may not apply the excess spend as an offset against required contributions to the Ad Fund or future required amounts of the Local Digital Marketing Program.

Franchisor may request Franchisee to submit, in a specified format on a periodic basis, an accurate accounting of amounts spent as part of the Local Digital Marketing Program. If Franchisee fails to provide an accurate accounting or fails to spend the minimum amount on its Local Digital Marketing Program in any calendar year, in addition to any other remedies available to Franchisor, Franchisee will be required to pay Franchisor the difference between the minimum required amount on its Local Digital Marketing Program and what was actually spent by Franchisee, plus late fees and interest due. The payment of this difference will be added to the Ad Fund; Franchisor may, but has no obligation to, assign these funds for digital marketing in Franchisee's Territory. Failure by Franchisee to meet this local digital marketing requirement will be considered a material breach of this Agreement, and Agreement may be terminated in accordance with Section 14.B. of this Agreement.

G. Franchisor may, in its reasonable business judgment, require Franchisee to participate in marketing initiatives including physical, electronic or online (internet) based initiatives. For purposes of this Section 6.G., Franchisor's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the franchise system generally, even if the decision or

action also promotes Franchisor's financial or other individual interest. Examples of items that will promote or benefit the franchise system include, without limitation, enhancing the value of the trademarks, car branding or wrapping, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the franchise system.

## **7. CONFIDENTIAL OPERATIONS MANUAL**

A. For purposes of this Agreement, the Operations Manual shall be all those manuals, documents, booklets, guides and related materials containing the specifications, standards, procedures and rules applicable to the operation of MM Businesses, as prescribed from time to time by Franchisor. In order to protect the reputation and goodwill associated with the Marks and to maintain the uniform standards of operation thereunder, Franchisee shall conduct its Franchised Business in strict accordance with Franchisor's Operations Manual. The Operations Manual shall include but not be limited to Franchisor's Operations Manual, Marketing Manual, basic operating system Manual, Identity Manual, software programs, and such other programs, materials and training aids designated as confidential and from time to time revised by Franchisor.

B. Franchisee shall at all times treat as confidential and require its employees and agents to treat as confidential and shall not at any time disclose, copy, duplicate, record or otherwise reproduce, in whole or in part, for whatever reason or otherwise make available to any unauthorized person or source, the contents of the Operations Manual. The Franchisee shall divulge in strict accordance with those portions of the Franchisor's Operations Manual which are designated as "mandatory" or "required" such confidential information only to the employees who must have access to it in order to operate the Franchised Business and who agree to keep such information confidential.

C. Franchisor shall have the right, but not the obligation, from time to time, to add to or modify the Operations Manual, and Franchisee agrees to be bound by and to conduct the Franchised Business in accordance with such revisions to the Operations Manual.

## **8. CONFIDENTIAL INFORMATION, DATA PROTECTION, AND IMPROVEMENTS**

A. "**Confidential Information**" means any information related to the System that Franchisor discloses to Franchisee and/or that Franchisor designates as or deems to be confidential, or that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of "Confidential Information," all of the following will be conclusively presumed to be Confidential Information whether or not Franchisor designates them as such: (i) the Operations Manual; (ii) pricing information; (iii) materials describing the franchise network, MM Businesses, and the System; (iv) the sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with suppliers; (v) the training materials; (vi) Franchisor's marketing plans and development strategies; (vii) Customer Information (as defined in Section 8.C.); (viii) standards and specifications issued by Franchisor; and (ix) all other information Franchisor or its affiliates gives to Franchisee in confidence. "Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the cleaning industry (without violating an obligation to Franchisor or its affiliates) or that Franchisee knew from previous business experience before Franchisor provided it to Franchisee (directly or indirectly) or before Franchisee began training or operating the Franchised Business.

B. Franchisee shall not, during or after the term of this Agreement, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information, knowledge, or know-how concerning the System, Franchisor or its affiliates, or the methods of operation of the Franchised Business which may be communicated to Franchisee, or of which Franchisee

may be apprised, by virtue of Franchisee's operation under the terms of this Agreement. To protect Franchisor's Confidential Information, Franchisee will adopt and implement reasonable procedures to prevent the unauthorized use or disclosure of Confidential Information, including such procedures that Franchisor periodically designates. Franchisee shall divulge, in strict accordance with the Operations Manual, such Confidential Information only to the employees who must have access to it in order to operate the Franchised Business and who agree to further keep such information confidential. Franchisee acknowledges and agrees that (i) by entering into this Agreement, Franchisee will not acquire any interest in Franchisor's Confidential Information, other than the right to use the Confidential Information that Franchisor periodically designates in operating the Franchised Business during the term of this Agreement and according to this Agreement's other terms and conditions, and (ii) Franchisee's use of any Confidential Information in any other business would constitute an unfair method of competition with Franchisor and its franchisees. Franchisor owns all right, title and interest in and to the Confidential Information. Franchisee further acknowledges and agrees that the Confidential Information is proprietary and is disclosed to Franchisee only on the condition that Franchisee and its Owners agree to the restrictions set forth in this Section 8.B. Each Owner shall bind themselves to the confidentiality provisions in this Section 8.B. by signing the Franchisor's then-current form of Guaranty (as defined in Section 10.L.) (if such Owner directly or indirectly holds a 15% or greater ownership interest in Franchisee's Entity) or a confidentiality agreement prescribed by Franchisor.

C. Franchisee agrees that all names, contact information, financial information and other personal information of or relating to the Franchised Business's customers and prospective customers ("**Customer Information**") is owned by Franchisor and part of the Confidential Information, whether collected by Franchisee, Franchisor, or another party. Franchisee must furnish Customer Information to Franchisor at any time Franchisor requests it. Franchisee may not sell, transfer, or use Customer Information for any purpose other than operating the Franchised Business in accordance with this Agreement. Franchisor and its affiliates may use Customer Information in any manner or for any purpose. Franchisee must secure from its actual and prospective customers all consents and authorizations, and provide them all disclosures, that Applicable Laws require to transmit Customer Information to Franchisor and its affiliates and to permit Franchisor and its affiliates to use that Customer Information in the manner that this Agreement contemplates.

D. Franchisee must comply with: (i) the Payment Card Industry Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); (ii) the Fair and Accurate Credit Transactions Act; (iii) all other standards or Applicable Laws that relate to electronic payments, data privacy, personally identifiable information, and data protection; and (iv) Franchisor's then-current policies and procedures, as specified in the Operations Manual or otherwise in writing, regarding the collection, storage, use, processing and transfer of personal or financial data, including any privacy policies or data protection and breach response policies Franchisor may establish from time to time (collectively, "**Privacy Requirements**"). Franchisor may require Franchisee to (a) use vendors that Franchisor designates or approves to provide security services that are consistent with the Privacy Requirements; (b) maintain specific security measures; (c) provide evidence of compliance with Privacy Requirements upon Franchisor's request; and/or (d) use vendors that Franchisor approves or designates to conduct periodic security audits to ensure that personally identifiable information and/or payment data is adequately protected and provide Franchisor with copies of any audits, scanning results, or related documentation relating to such compliance or audits. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior consent.

E. If Franchisee suspects or knows of a security or data breach, Franchisee must, at Franchisee's expense, in accordance with the Privacy Requirements, Applicable Laws, and any Franchisor directives, (i) immediately give Franchisor notice of such security breach and cooperate with any inquiry initiated by Franchisor; (ii) promptly identify and remediate the source of any compromise or security

breach; (iii) comply with all applicable data breach notification laws; (iv) provide all required notices of breach or compromise to impacted individuals; (v) procure credit history monitoring services for impacted individuals; (vi) pay any related damages or fines; and (vii) keep Franchisor apprised of all such efforts to resolve the issue and resulting damages. For the avoidance of doubt, regardless of any actions that Franchisor may take to investigate or attempt to mitigate damages to Franchisor or the Marks and related goodwill that may result from such breaches, unless otherwise specified by Franchisor, Franchisee assumes, at its expense, all responsibility for addressing and resolving any security or data breach relating to the Franchised Business or customers of the Franchised Business.

F. Franchisee acknowledges and agrees that all writings and other original works of authorship, regardless of form, including, but not limited to, proprietary Software programs, trademarks, copyrightable works, Internet Web pages or any other documents or information pertaining or relating to the Franchised Business, the core services offered, or the system of operation produced or authored by Franchisee during the term of this Agreement shall be deemed by the parties to be works made for hire and the property of the Franchisor. The Franchisor shall have the absolute right to obtain and hold, in its own name, rights of copyright, trademark and/or other similar protections which may be available in the documents or works. Franchisee hereby agrees to cooperate and execute all documents necessary to perfect such rights in the Franchisor.

G. Franchisee hereby assigns to the Franchisor its entire right, title and interest in any invention, technique, process, device, discovery, improvement or know-how hereafter made or conceived by Franchisee, its agents or its employees during the term of this Agreement which in any way relates to the actual or anticipated present or future business of the Franchisor or as suggested by or results from any activities performed by the Franchisee during the Term of the Franchise. Franchisee shall disclose any such invention, technique, process, device, discovery, improvement or know-how promptly to the Franchisor. Franchisee shall, upon request, promptly execute all documents necessary to assign Franchisee's right, title and interest in and to any such invention technique, process, device, discovery, improvement or know-how to the Franchisor and cooperate and take all steps necessary to enable the Franchisor to secure patent, trademark, copyright or any other proprietary rights in the United States, Canada or foreign countries.

## **9. ACCOUNTING AND RECORDS**

A. During the term of this Agreement and for at least five years thereafter, Franchisee agrees to keep and preserve full complete and accurate books and records for the Franchised Business in accordance with generally accepted accounting principles and in the form and manner prescribed by the Franchisor.

B. Franchisee must use the then-current accounting application software prescribed by Franchisor from time to time as described in the Operations Manual. Franchisee must install and maintain a software connection to enable accurate and complete transmittal of accounting data from Franchisee to Franchisor at the times and in the manner specified by Franchisor in the Operations Manuals. Franchisee must update its master file records to comply with changes to the accounting practices prescribed by Franchisor. Franchisor is not responsible for any technical support for the software, which will be provided by the software vendor.

C. Franchisee must electronically transmit to Franchisor all data stored on Franchisee's accounting application on a daily basis.

D. Franchisee shall, at its sole expense, submit to Franchisor within 90 days after the end of Franchisee's fiscal year for each fiscal year or portion thereof that this Agreement is in force, a complete financial statement for the preceding fiscal year, including both an income statement and a balance sheet. Franchisee shall also provide a copy of the tax return and/or tax schedules reflecting all income and expenses of the Franchised Business for the fiscal year covered by the aforementioned financial statements.



E. Franchisee shall also submit to Franchisor, for review, survey, auditing or other purposes, such other files, forms, reports, records, information, data and the basic operating system database (as described in Section 9.E herein) as Franchisor may reasonably request from time to time. Franchisee specifically acknowledges that Franchisor may request and Franchisee must provide the basic operating system database when previously open territory that is adjacent to the geographic area comprising Franchisee's Territory is sold for purposes that include, but are not limited to determining whether any of Franchisee's customers are outside the Territory. Franchisee acknowledges and agrees that all such information set forth in this Section 9(c) is deemed to be the property of the Franchisor.

F. Franchisor's representatives shall have the right at all reasonable times to inspect or audit Franchisee's books, computer information, tax returns, cash control devices or system and other pertinent financial data and records, both during the term of this Agreement and for a period of one year after the expiration or termination for any reason of this Agreement. In connection therewith, Franchisee agrees to execute such forms as Franchisor may request to obtain confirmation of the data being inspected and/or audited. Franchisee and any personal guarantors, by signing this Agreement, hereby explicitly consent to provide copies of all personal and business tax returns specified above to Franchisor and hereby waive any right to refuse or tax return privilege afforded by state or federal laws, rules, or regulations. If Franchisee fails to fully cooperate with any reasonable request by Franchisor for an audit or inspection, Franchisee shall reimburse Franchisor for any and all costs and expenses of conducting an audit or inspection including, without limitation, travel costs, and any reasonable accounting and attorneys' fees. If such inspection reveals that the Gross Sales (as defined in Section 12) reported by Franchisee to Franchisor are less than the Gross Sales ascertained by such inspection, then Franchisee shall immediately pay to Franchisor the amount owing to Franchisor in accordance with the corrected Gross Sales report. Upon the discovery of a discrepancy in the report of Gross Sales of 1% or more, Franchisee shall pay and reimburse Franchisor for any and all expenses connected with said inspection, including, but not limited to, reasonable accounting and attorney fees, as well as interest on the unreported revenue at 18% per annum or the maximum rate permitted by law, whichever is less. Such payments are without prejudice to any other remedies Franchisor may have under this Agreement.

G. Franchisor hereby leases to Franchisee for the term of this Agreement the MM360 software, the basic operating system for MM Businesses, and a customer satisfaction measurement software, ("Software"). Franchisor may from time to time provide to Franchisee changes, modifications or enhancements to the Software as Franchisor may deem necessary for the benefit of Franchisee, all of which shall be deemed a part of the Software. It is understood and agreed that Franchisee acquires no proprietary interest in the Software. Franchisee agrees to use the Software in conjunction with the operation of the Franchised Business. Franchisee further agrees not to change or modify the Software in any manner. Franchisee recognizes that Franchisor is the only source of the Software to be used by Franchisee in the Franchised Business. The Software is to be used by all MM Businesses. Franchisee agrees to pay a Software fee that has been established by Franchisor for the provision of the Software. The Software fee is subject to change in Franchisor's sole discretion upon reasonable notice. The Software fee is paid quarterly by automatic funds transfer as described in Section 12 of this Agreement or in such other intervals as Franchisor may require. The minimum computer hardware and software requirements are available on mmConnection or in the Operations Manuals and are subject to change from time to time. Other software requirements and recommendations are available on mmConnection or in the Operations Manual.

## **10. STANDARDS OF QUALITY**

In order to maintain the high quality and consistent standards associated with the Marks and the System, Franchisee shall:

A. Devote full time and best efforts or designate someone employed by Franchisee who has successfully completed the Initial Training Program to devote full time and best efforts to establish,

develop, and operate the Franchised Business. Franchisor reserves the right to approve the qualifications of the individual so designated by Franchisee and such approval shall not be unreasonably withheld. Franchisor reserves the right to require Franchisee's designee to attend the Initial Training Program, at Franchisee's expense, prior to approval.

B. Promote the Franchised Business using the advertising, operational and promotional materials developed from time to time by Franchisor and made available to Franchisee.

C. Complete and submit to Franchisor, on a timely basis, the then-current forms and reports listed in the Operations Manual.

D. Use and display the Marks only in such a manner as is contemplated within this Agreement or provided for within this Agreement, the Operations Manual and/or the Identity Manual, including such updates and improvements as the Franchisor may impose from time to time. Franchisee agrees promptly to comply, at Franchisor's sole expense, with all then-current requirements, standards and operating procedures relating to every aspect of the System and the operations of the Franchised Business, including, without limitation, computer hardware and software; supplier programs and operating systems; signs, logos, designs and advertising/ marketing materials and forms; car branding and wrapping; and website designs and formats.

E. Comply at all times, at its expense, with all federal, state and municipal laws, regulations, ordinances, orders, and rulings ("**Applicable Laws**"); obtain applicable permits or business licenses; and pay any and all taxes, assessments, fees, fines and penalties imposed on Franchisee. It is Franchisee's sole and absolute obligation to research all Applicable Laws governing the operation of the Franchised Business and to ensure that such operation does not violate any Applicable Laws. For example, there are various federal laws that could affect Franchisee's business and that Franchisee must comply with such as the American with Disabilities Act, the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), other federal and state anti-solicitation laws regulating marketing phone calls, and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type), employment matters, and environmental matters. Franchisee must investigate these laws to understand its potential legal obligations. Franchisee must also comply with all applicable Payment Card Industry standards. Franchisee will, at its expense, be absolutely and exclusively responsible for determining the licenses and permits and certifications required by Applicable Laws for the Franchised Business and for obtaining and qualifying for all such licenses and permits and certifications.

F. Promptly respond to any and all customer inquiries or complaints and achieve customer satisfaction of reasonable complaints by refunding fees or re-cleaning to customer's satisfaction as may be appropriate. Should Franchisee fail to respond or satisfy any reasonable customer complaint, then Franchisor has the right to resolve the matter and charge Franchisee for any expense incurred in doing so. Franchisee's repeated failure to resolve material, substantiated customer complaints shall constitute a breach of this Agreement.

G. Adhere to and abide by all the requirements and standards for the Franchised Business as specified in this Agreement and in the Operations Manual, as said Operations Manual may, from time to time be modified by Franchisor.

H. Purchase the approved equipment, supplies, uniforms and products required for the operation of the Franchised Business from Franchisor or its affiliates, as listed in the Operations Manual, or from manufacturers, suppliers or distributors who shall with respect to such equipment, supplies or products, meet all of Franchisor's specifications and standards, which may be contained in part in the Operations Manual, and who shall adequately demonstrate their capacity and facilities to supply Franchisee's needs, at

all times, in the quantities and with the reliability requisite to an efficient operation. For purposes of this paragraph, specifications may include minimum standards for performance, warranties, design, quality, safety, efficiency, uniformity, appearance and other restrictions.

1. If Franchisee proposes to purchase any products, equipment and supplies not approved by Franchisor as meeting its specifications, Franchisee shall first notify Franchisor and Franchisor may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether such items meet its specifications. Franchisor will advise Franchisee within a reasonable time whether such equipment or supplies meet its specifications. Franchisor may, in its sole discretion, withhold its approval of any product, equipment or supplies. Franchisor may charge Franchisee a reasonable fee for Franchisor to review a proposed item and shall be entitled to be reimbursed by Franchisee for any expenses that Franchisor incurs related to such review.

2. In the event Franchisor rejects Franchisee's intended purchase of new equipment, supplies, uniforms, or products, Franchisor must, within one hundred twenty (120) days of the receipt of Franchisee's notice, notify Franchisee in writing of its rejection. Said "Notice of Rejection" must list in detail how and in what respects the intended new item(s) fails to meet Franchisor's specifications and standards or other requirements as contained herein. Failure to so notify Franchisee within such time period shall constitute a waiver of any and all objections by Franchisor to Franchisee's purchase of intended new item(s).

3. Franchisee understands and agrees that the identification of the Franchised Business is important to Franchisee, Franchisor, and the System and that strict control of the identification of the business can only be maintained through compliance with the standards and specifications established by Franchisor for such products.

I. Offer and provide all the services to its customers as required by Franchisor and refrain from offering and providing any services not specifically authorized by Franchisor. The services will be offered in accordance with the terms of a standard form of contract, in a form acceptable to Franchisee. Such contract will specify the services, warranties and standards of services offered to the customer.

J. Franchisee agrees that all services licensed under this Agreement shall be performed solely by Franchisee and/or Franchisee's employees, including leased and/or temporary employees. It is expressly agreed and understood by the parties that Franchisee is an independent contractor and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose whatsoever. Nothing in this Agreement is intended to create a joint employer relationship between the parties, it being expressly understood that any personnel policies or procedures, forms, guidance or other employment related materials or information provided by Franchisor is provided solely for Franchisee's convenience. Franchisee's use of such information is completely optional and should not be construed as any intent or right to control your operations, personnel decisions or relationships with your employees. Franchisee is advised to consult with its own independent counsel for labor and employment advice. Franchisee and all employees of Franchisee, while engaged in performance of all the services provided pursuant to the Franchise, shall wear uniforms conforming in color and design to the specifications designated by Franchisor in the Operations Manual or otherwise in writing. Franchisee and all employees of Franchisee shall at all times while on duty present a neat and clean appearance and render competent, sober, courteous and trustworthy service to the customers of the Franchised Business.

K. Allow Franchisor physical access for the purpose of observing Franchisee's business operations.

L. Franchisee agrees that its authorization to operate as an Entity shall be conditioned on the following requirements:

1. Unless otherwise agreed to by Franchisor, Franchisee's Owners that directly or indirectly hold a 15% or greater ownership interest in Franchisee's Entity shall at all times be personally bound by the terms of this Agreement and shall execute Franchisor's then-current form of guaranty (the "**Guaranty**"), the current form of which is incorporated into this Agreement. All other Owners, and all Owners' spouses that have any involvement in the operation of the Franchised Business, shall bind themselves to the confidentiality and noncompete provisions of this Agreement by signing a noncompete agreement and/or confidentiality agreement prescribed by Franchisor.

2. Each stock certificate of Franchisee or document reflecting an equity ownership interest in Franchisee shall have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to this Agreement, and that any assignment or transfer of the stock certificate or ownership interest is subject to all restrictions imposed upon assignments by this Agreement.

3. Certified copies of Franchisee's Articles of Incorporation or Organization, By-Laws or Operating Agreement, and other governing documents, including the resolutions of the Board of Directors or Board of Managers authorizing entry into this Agreement, shall be promptly furnished to Franchisor.

4. If Franchisee is an individual or a partnership and wishes to form an Entity, Franchisee shall obtain prior written approval of Franchisor for transfer of the rights and duties under this Agreement to the new Entity in accordance with Section 14.D.1. of this Agreement.

M. The Franchisor has the right to establish a "**National Accounts Program**" designed to address the needs of customers desiring central billing accounts, multiple service destinations, and similar requests that are typical of large volume customers or businesses that have customers at more than one location or facility. Franchisee may participate in the National Accounts Program if Franchisee satisfies Franchisor's then-current qualifications and will sign a standard form National Accounts Agreement, acknowledging the performance requirements and standards for participation in the National Accounts Program. Franchisee understands that the Franchisor will establish the rules under which Franchisee will participate and be compensated for participation in the National Accounts Program, and that the Franchisor may terminate or modify the National Accounts Program consistent with the terms of a National Accounts Agreement. Franchisor reserves the right to require that Franchisee participate in a National Account Program. If Franchisee does not accept an assignment, then notwithstanding any other provision of this Agreement, Franchisor may assign such work to another franchisee or other independent contractor. The work performed by the franchisee or independent contractor will be deemed not to violate the exclusive Territory rights of Franchisee. Franchisee acknowledges and agrees that he/she/it/they may not receive and are not entitled to receive leads and/or jobs from National Accounts Programs offered by Franchisor from time to time, and that if they do receive such leads or jobs: (a) those leads or jobs may not be distributed equally; (b) the model for distributing those leads will be designed in Franchisor's sole discretion and may be modified from time to time; (c) national account customers may limit the number of participating franchisees in a market and direct work to specific franchisees; and (d) lead and/or job volume varies greatly across the United States, and that some geographic regions have few or no leads/jobs.

N. To protect the brand, Franchisor may participate in a social monitoring program and may recommend Franchisee to participate in a social monitoring program. Customer complaints in social media outlets (Twitter, Facebook, consumer rating pages, discussion groups and similar public forums) must be responded to as quickly as possible, but in no event more than 48 hours after Franchisee is notified of the complaint. Franchisee acknowledges and agrees that, except as set forth in this Section 10.N, Franchisee is solely responsible for the content and the conduct of its social media presence.

O. Franchisor may, but is not required to, immediately and directly respond to and settle customer complaints in social media outlets where, in its sole discretion, Franchisor determines intervention by the Franchisor is appropriate to protect the brand. Franchisee hereby authorizes Franchisor to manage and

settle all such customer complaints in social media on the Franchisee's behalf. Franchisor may require Franchisee to reimburse Franchisor for costs of management and settlement of such customer complaints up to \$500 and Franchisee agrees to reimburse Franchisor within 30 days of notification for all such costs and expenses.

P. Franchisor may participate in or establish a customer relations program and may require Franchisee to participate in a customer relations program, including, by way of example, programs for auditing customer satisfaction and/or other quality control measures. Franchisee agrees to request that its customers participate in any surveys performed by or on behalf of Franchisor from time to time.

## **11. MODIFICATION OF THE SYSTEM**

Franchisee acknowledges that the System must continue to evolve in order to reflect changing market conditions and to meet new and changing consumer demands. Therefore, variations and additions to the System may be required from time to time in order to preserve and enhance the public image of the System and to enhance the continuing operational efficiency of all franchisees. Accordingly, Franchisee agrees that Franchisor may, from time to time, upon notice, add to, subtract from or otherwise change the System, including, without limitation, the adoption and use of new or modified trademarks, products, services, equipment and new techniques and methodologies relating to the sale, operation, promotion and marketing of services. Franchisee agrees to promptly accept, implement, use and display in the operation of the Franchised Business all such additions, modifications and changes at its sole cost and expense.

## **12. ROYALTIES, FEES, AND PAYMENTS**

A. Royalties. Beginning with the first week of service to customers, Franchisee shall pay to Franchisor a weekly royalty equal to 7% of Gross Sales of the Franchised Business (the "**Royalty**").

1. If Franchisee is entering into a renewal Franchise Agreement to continue to operate an existing Franchised Business, Franchisee may be eligible for the following Royalty incentive (the "**Royalty Incentive**"):

- a. The Royalty will be 7% of Gross Sales of the Franchised Business until such time as Gross Sales of the Franchised Business exceed \$400,000. If Gross Sales of the Franchised Business in a given calendar year exceed \$400,000, the Royalty Incentive will apply and will reduce the Royalty owed to 6% of Gross Sales of the Franchised Business exceeding \$400,000 but less than or equal to \$500,000 for the remainder of the calendar year. If Gross Sales of the Franchised Business in a given calendar year exceed \$500,000, an additional Royalty Incentive will apply and will reduce the Royalty owed to 5% of Gross Sales of the Franchised Business exceeding \$500,000 for the remainder of the calendar year. At the beginning of the next calendar year, the Royalty Incentive will reset and the Royalty will revert back to 7% of Gross Sales of the Franchised Business until such time as Gross Sales once again exceed \$400,000, at which point the Royalty Incentive thresholds described above will apply.
- b. For purpose of calculating whether the Franchised Business is eligible for the Royalty Incentive, Gross Sales will (a) be based on the billings of only the single Franchised Business, which will not be combined with any billings achieved by other Franchised Businesses in which Franchisee, its owners, or its affiliates have an interest, and (b) will exclude any revenue generated from the National Account Program. For the avoidance of doubt, Franchisee shall pay the applicable Royalty (as may be modified by the Royalty Incentive that is in effect) on Gross Sales

generated from the National Account Program.

- c. Franchisor may change or discontinue this Royalty Incentive at any time and in its sole discretion during the term of this Agreement, including by changing the Gross Sales thresholds and the amount of the applicable Royalty. If the Royalty Incentive is discontinued, the Royalty will then revert to 7% of Gross Sales of the Franchised Business for the duration of the term of this Agreement.

2. The Royalties are paid in consideration of the license to use the System and Marks.

3. For purposes of this Agreement, “**Gross Sales**” shall mean all billings of the Franchised Business, whether or not collected, including but not limited to cash sales and sales on account, monies billed for maid cleaning services whether performed by Franchisee or subcontracted, monies billed in connection with trade or barter agreements, or monies billed for any other cleaning and/or maintenance of any structure, interior or exterior, excluding sales tax or use tax.

B. Ad Fund Contribution. Franchisee shall contribute to the Ad Fund an amount equal to 1.3% of the weekly Gross Sales of the Franchised Business (the “**Ad Fund Contribution**”). The contribution shall be received by Franchisor weekly via electronic funds transfer in the same manner as Royalties.

C. Technology Fee. Franchisor may require Franchisee to pay a monthly fee for various technology-related products and services, including the costs to license the MM360 software (or a successor platform) and other technologies that support the operation of Franchised Businesses (the “**Technology Fee**”). Franchisor will specify the Technology Fee and the included products and services in the Operations Manual. Franchisor may increase the Technology Fee and may add, delete, or modify the related products and services from time to time.

D. Customer Acquisition Assistance Fee. Until the first anniversary of the Opening Date and during any period in which Franchisee continues to receive the Sales Support Services, Franchisee must pay a weekly fee for the Sales Support Services that Franchisor provides (the “**Customer Acquisition Assistance Fee**”). Franchisor will specify the Customer Acquisition Assistance Fee in the Operations Manual. Franchisor may from time to time, in its sole discretion, increase or otherwise modify the Customer Acquisition Fee and add, delete, or modify the Sales Support Services. The Customer Acquisition Assistance Fees shall be received by Franchisor weekly via electronic funds transfer in the same manner as Royalties.

E. Other Fees. Franchisor may charge Franchisee a reasonable fee specified in the Operations Manual from time to time and any costs that Franchisor actually incurs (i) if Franchisee, in Franchisor’s sole discretion, fails to manage customer complaints and Franchisor, in its sole discretion, steps in to manage or settle the dispute on Franchisee’s behalf to protect the brand from harm (the fee is currently up to \$500 plus expenses); or (b) if Franchisee fails to transmit accounting data on a daily basis (the fee is currently \$100 per day). These fees may be increased from time to time.

F. Reporting and Payments.

1. Due Dates. The Royalty, Ad Fund Contribution, Customer Acquisition Fee, and Technology Fees (the “**Operating Fees**”) are due to Franchisor and must be reported to Franchisor at the times and in the manner that Franchisor specifies from time to time in the Operations Manual or otherwise. Currently, Franchisee must pay the Royalty, Ad Fund Contribution, and Customer Acquisition Fee by Friday after the end of each calendar week, based on Gross Sales for the preceding week, and must pay the Technology Fee on the first day of each month. All other fees and payments due to Franchisor must be paid to Franchisor on the due date specified or within 10 days of Franchisee’s receipt of an invoice from

Franchisor. Currently, Franchisee must close its weekly statement of Gross Sales for each weekly report period within 14 days after the end of each week. (The “**weekly report period**” shall be defined as each Sunday-Saturday period of seven days which occurs during the course of this Agreement.)

2. Methods of Payment. Franchisee must make all payments to Franchisor by the method or methods that Franchisor specifies from time to time in the Operations Manual, which may include payment via wire transfer or electronic debit from Franchisee’s bank account (the “**Account**”). Franchisee must furnish Franchisor and its bank with all authorizations necessary to effect payment by the specified methods. Currently, Franchisee must make all payments due under this Agreement (including payments for products or services purchased from Franchisor or its affiliates) by electronic debit from the Account, which Franchisor may initiate by autodraft. Franchisee must sign the Authorization for Electronic Transfer of Funds that is attached as Exhibit D and deliver a copy of the Authorization to Franchisor within five business days of its request. Franchisee must maintain sufficient funds in the Account to permit Franchisor to withdraw the Operating Fees and other amounts due from time to time. Franchisor’s use of electronic funds transfers as a method of collecting amounts due does not constitute a waiver of any of Franchisee’s obligations to provide Franchisor with weekly sales reports as required in this Agreement, nor shall it be deemed a waiver of any of the rights and remedies available to Franchisor under this Agreement.

3. Automatic Debit. If Franchisee has not reported Gross Sales of the Franchised Business to Franchisor for any reporting period, Franchisor will be authorized to debit the Account in an amount equal to the greater of the non-reported payment (if Franchisor can reasonably estimate or determine the owed amount) or 120% of the Operating Fees transferred from the Account for the last reporting period for which a report of the Gross Sales of the Franchised Business was provided to Franchisor. If at any time Franchisor determines that Franchisee has under-reported the Gross Sales of the Franchised Business or underpaid Operating Fees due Franchisor under this Agreement, Franchisor will be authorized to immediately initiate a debit to the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided for in this Agreement. An overpayment will be credited to the Account through a credit effective as of the first reporting date after Franchisor and Franchisee determine that such credit is due.

G. Late Payments and Interest. If Franchisee fails to have sufficient funds available to pay any Operating Fees or other payments within 15 days after the close of the weekly report period or is late making any other payments due under this Agreement, Franchisee shall pay interest on the amount due not to exceed 0.3462% per week (which equates to 18% per year) for each and every week the amount is not paid. In addition, Franchisee agrees to pay any expense incurred by Franchisor, including costs and attorneys’ fees, for the collection of any fees or payments due under this Agreement.

H. Additional Remedies. If Franchisee fails to timely file Gross Sales reports or fails to timely pay any financial obligation contained in this Agreement, and such condition remains uncured for a period of 16 calendar days or more after the close of the weekly report period, Franchisor may, at its option, in addition to any other remedies (including termination of this Agreement) take the following actions by providing Franchisee with written notice:

1. Suspend access to any system or suspend functionality of any subset of such system, including Merry Maids 360 Software, or similar operating system, and/or
2. Suspend sale of Merry Maids products and equipment.

I. Application of Payments. When Franchisor receives a payment from Franchisee, Franchisor has the right in its sole discretion to apply it as Franchisor sees fit to any past due indebtedness of Franchisee due to Franchisor or its affiliates, whether for Royalties, Ad Fund Contributions, purchases, interest, or for any other reason, regardless of how Franchisee may designate a particular payment to be applied. In addition, Franchisor may offset any amount otherwise due to Franchisee, against any amount owed to

Franchisor. Finally, Franchisor may retain any amounts received for Franchisee's account (and/or that of any affiliate of Franchisee), whether rebates from suppliers, national account or program work payments, or otherwise, as payment against any amounts owed to Franchisor, including then-current Royalties and Ad Fund Contributions which accrue to Franchisor from such national account or program work payments. Franchisor can exercise any of the foregoing rights in connection with amounts owed to or from Franchisor and/or any of its affiliates.

### **13. INSURANCE**

A. Franchisee shall procure, before attending the Initial Training Program or before commencement of business in the case of a transfer of an existing Franchised Business (where Franchisor may permit Franchisee to begin operating prior to attending the Initial Training Program), and maintain in full force and effect during the entire term of this Agreement, at Franchisee's sole expense, an insurance policy or policies protecting Franchisee and Franchisor and their officers and employees against any loss, liability or expense whatsoever arising or occurring by reason of Franchisee's operation of the Franchised Business licensed hereunder. Franchisor, its parents, partners, affiliates, subsidiaries, successors and assigns and their respective officers, directors, employees, agents and partners shall be named as a certificate holder and as an additional insured on such policy or policies (except that Franchisor need not be named as an additional insured for Worker's Compensation and third-party crime bond). All insurance must be provided by an insurance company with an AM Best ranking of A-, with a size category of VII (or such equivalent standards if AM Best rankings are no longer available). The Franchisee's insurance must be written as primary and non-contributory to Franchisor insurance, and must, where not prohibited by Applicable Laws, waive rights of subrogation against Franchisor and its parents, partners, affiliates, subsidiaries, successors and assigns and their respective officers, directors, employees, agents and partners. All such insurance must stipulate that the Franchisor will receive copies of all notices of cancellation, nonrenewal or coverage reduction or elimination at least 30 days prior to the effective date of such cancellation, nonrenewal or coverage change.

B. Such policy or policies shall be written by an insurance company satisfactory to Franchisor in accordance with the standards and specifications set forth in the Operations Manual or otherwise in writing and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified for all Franchisees from time to time by Franchisor in the Operations Manual or otherwise in writing) the following:

1. Comprehensive general liability insurance, including product liability coverage, with minimum limits of \$500,000 per person and \$1,000,000 per occurrence for bodily injury;
2. Business automobile liability coverage for any owned, hired and non-owned auto or any auto, with minimum limits of \$1,000,000 per person/\$1,000,000 per occurrence for bodily injury, and \$100,000 for property damage liability;
3. Worker's Compensation and employer's liability insurance with a \$500,000 minimum employee liability limit, as well as such other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated;
4. Third party crime bond coverage in the minimum amount of \$25,000 to protect your business in the event of employee theft from a customer; and
5. Employment Practices Liability Insurance (EPLI) coverage with minimum limit of \$250,000 or if obtained as a sublimit to the general liability insurance, then a minimum limit of \$100,000 will be permitted. Franchisor must be named as an additional insured as to sublimit if part of the general liability policy.



Further, Franchisor strongly recommends that Franchisee obtain care, custody and control insurance, including coverage for damage to property in its employees' control or property they are directly working on, with minimum limits of \$150,000 per occurrence, to adequately protect the operation of the Franchised Business.

C. Franchisor reserves the right to require additional insurance coverage where, in Franchisor's sole discretion, such coverage is reasonably appropriate. Further, Franchisor reserves the right to require specific coverage endorsements which Franchisee will be required to obtain to be in compliance with the requirements of this Section. New requirements will be discussed with the franchisee advisory council (if any) prior to implementation. Franchisor will provide a transition period of six months for Franchisees to obtain the newly required insurance.

D. Upon obtaining the insurance required by this Agreement, and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment therefore to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance shall 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 Franchisor.

E. If Franchisee at any time fails or refuses to maintain any insurance coverage required by the Franchisor, or fails to furnish satisfactory evidence thereof, the Franchisor, at its option and in addition to its other rights and remedies hereunder, may obtain such insurance coverage on behalf of the Franchisee, and any costs of premiums incurred by the Franchisor in connection therewith shall be paid by the Franchisee on demand.

#### **14. TERMINATION OF THE FRANCHISE; POST-TERMINATION OBLIGATIONS; TRANSFERS**

A. Termination with No Opportunity to Cure. Franchisor shall have the right, unless precluded by Applicable Laws, to terminate this Agreement effective immediately and without other cause or further notice upon delivery of notice of termination to Franchisee, if Franchisee:

1. makes an assignment for the benefit of creditors or an admission of an inability to pay Franchisee's obligations, as they relate to the Franchise, as they become due;
2. fails to pay any amount owed to Franchisor or its affiliates(s) after notification that the amount is legally due; or
3. fails to submit reports or financial data which Franchisor requires under this Agreement;
4. files a voluntary petition in bankruptcy or any pleading seeking any arrangement, composition or adjustment with creditors or similar relief under any law, or admitting or failing to contest the material allegations of such pleading filed against Franchisee; or is adjudicated as bankrupt or insolvent. (The provisions concerning bankruptcy may or may not be enforceable under the Bankruptcy Reform Act of 1978);
5. willfully violates any Applicable Laws related to the Franchised Business;
6. fails, for a period of 10 days after notification of noncompliance, to comply with any Applicable Laws;
7. makes an unauthorized assignment or transfer of or encumbers this Agreement;
8. willfully violates any provision of this Agreement or any Related Agreement;

9. is convicted of a felony or is declared incompetent under a judicial verdict or by civil or criminal court system;

10. engages in substantiated conduct of an egregious nature (e.g., violent or criminal acts or acts of moral turpitude), such that the reputation of Franchisor, the Marks, the System, or other MM Businesses are at risk of reputational damage;

11. has misrepresented the accounting of Gross Sales receipts, which Franchisee is required to make to Franchisor, as described in Section 12 of this Agreement;

12. has failed to meet the Minimum Average Weekly Gross Sales Requirement three or more Periods during any nine consecutive Periods at any point during the term (for the avoidance of doubt, each failure to meet the Minimum Average Weekly Gross Sales Requirement in a single Period shall be considered a separate default);

13. has otherwise failed to adhere to any material specification, standard or operating procedure prescribed by Franchisor;

14. has committed (or any of its Owners has committed) a material breach of Section 8 (Confidential Information and Improvements by the Franchisee) or Section 15 (In-Term Covenants Not to Compete);

15. has materially breached (or any of its Owners have materially breached) any other provision of this Agreement which by its nature cannot be cured;

16. engages in conduct or uses the Marks in any way which reflects materially and unfavorably on the operation, reputation and goodwill associated with the Marks, the System, Franchisor's business, or the network of MM Businesses, and Franchisee fails to correct the breach within 24 hours of receipt of written notice from Franchisor of the specific breach;

17. abandons the Franchised Business by (a) closing the Franchised Business for a period of 10 consecutive business days without Franchisor's prior written consent or (b) having a repeated pattern of closures of the Franchised Business for periods of more than three consecutive business days that we, in our sole discretion, determine adversely impacts the Franchised Business. The Franchised Business shall not be deemed abandoned if the closure is due to acts of God or other matters beyond Franchisee's control (other than Franchisee's inability to procure revenue or projects), provided that (i) Franchisee gives notice of any such closure to Franchisor within 10 days after the initial occurrence of the event resulting in the closure, (ii) Franchisor acknowledges in writing that the closure is due to one of the foregoing causes, and (iii) Franchisee resumes operating the Franchised Business in an approved location within 60 days or such longer period as Franchisor may permit after the initial occurrence of the event which resulted in the closure; or

18. receives four or more written notices of default from Franchisor, concerning a material breach of this Agreement during the term, irrespective of whether the breaches were corrected within the prescribed cure period after receipt of any such notice of default.

B. Termination after Opportunity to Cure. In addition to its right to terminate this Agreement as provided in Section 14.A, Franchisor shall have the right to terminate this Agreement upon written notice to Franchisee in the event Franchisee or any of its Owners fails to comply with any provision of this Agreement or any Related Agreement, any mandatory standard, including any procedures or requirements set forth in the Operations Manual or any standard relating to image or customer service or treatment, and does not correct such failure within (i) 10 days if such failure relates to the use of any Mark or the payment of any money to Franchisor, its affiliates or to any other party under this Agreement or any other Related

Agreement or (ii) within 30 days after written notice of such failure to comply (which shall describe the action that Franchisee must take) is delivered to Franchisee.

C. Post-termination Obligations. The obligations of Franchisee after either the expiration, termination, or non-renewal of this Agreement include all of the following:

1. Payment of Obligations. Franchisee is obligated to pay within seven days all Royalties or other fees and charges owed to Franchisor plus damages for the right to receive Royalties for each year or portion thereof remaining in the original term of this Agreement, together with any other damages suffered by Franchisor.

2. Ceasing Using the Marks and System. Franchisee shall not hold itself out as a Franchisee and shall cease doing business as MM Business and cease the use of all trademarks, processes, materials, methods, or promotional materials provided by Franchisor, including, without limitation, any use of the System, the Marks, or the name “Merry Maids” online.

3. Disassociation. Franchisee shall take all necessary steps to disassociate from Franchisor, including promptly assigning all telephone number(s) and listing(s) used by Franchisee to Franchisor or its assignee, the destruction of all letterhead and promotional material, the removal of all identification of the “Merry Maids” name and Marks and the discontinuance of all advertising.

4. Return of Materials. Franchisee shall return to Franchisor all software programs, video tapes, CDs, DVDs, materials, equipment and training and promotional aids. Franchisee shall remain responsible for and agrees to compensate Franchisor for any outstanding gift certificates presented for redemption or other outstanding obligations of the Franchised Business.

5. Liquidated Damages. If Franchisor terminates this Agreement based upon Franchisee’s default (or if Franchisee purports to terminate this Agreement), then, within seven days thereafter, Franchisee shall pay to Franchisor a lump sum (as liquidated damages for the loss of the benefit of the bargain that Franchisor is entitled to receive and not as a penalty) calculated as follows: (x) the average monthly Royalties and Ad Fund Contributions that Franchisee owed to Franchisor under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Franchised Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (i) 24 or (ii) the number of months remaining in the then-current term of this Agreement. If Franchisee has not operated the Franchised Business for at least 12 months, then (x) will equal the average monthly Royalties and Ad Fund Contributions that Franchisee owed to Franchisor during the period that Franchisee operated the Franchised Business. The “Average Royalties and Ad Fund Contributions that Franchisee owed to Franchisor” shall not be discounted or adjusted due to any deferred or reduced Royalties and Ad Fund Contributions set forth in a policy, other writing, or an addendum to this Agreement, unless this Section 14.C.5. is specifically amended in a signed addendum. Franchisee agrees, and Franchisee directs any party construing this Agreement to conclusively presume, that the damages stated in this Section: (i) are true liquidated damages; (ii) are intended to compensate Franchisor for the harm Franchisor will suffer; (iii) are not a penalty; (iv) are a reasonable estimate of Franchisor’s probable loss resulting from Franchisee’s defaults, viewed as of the termination date; and (v) will be in addition to all other rights Franchisor has to obtain legal or equitable relief or remedies. If any valid law or regulation governing this Agreement limits Franchisee’s obligation to pay, and/or Franchisor’s right to receive, the liquidated damages for which Franchisee is obligated under this Section, then Franchisee shall be liable to Franchisor for any and all damages Franchisor incurs, now or in the future, as a result of Franchisee’s breach of this Agreement.

6. Post-Term Covenant Not to Compete. Franchisee agrees that for a period of one year following the termination or expiration of this Agreement for any cause whatsoever, within the Territory and twenty-five (25) miles from the outermost boundaries thereof where Franchisee conducts business he

or she will not, on his or her own account, or as a partner, employee, agent, advisor, consultant, or in any other capacity of or for or on account of any person or Entity, or as an officer or director or owner (except a passive stockholder holding less than 1% of the stock of a publicly held corporation), or otherwise directly or indirectly engage in any business, enterprise or activity competitive with Franchisor or engage in the marketing or selling of residential or light commercial cleaning services, or directly or indirectly engage in any of the following activities: solicitation of customers; business patronage or teaching, assistance, participation in, or association with any program or matter revealed to Franchisee; or promotion, sale or dealing financially or otherwise in any services, materials or products or substantially similar services, materials or products to those handled, sold, distributed, offered or processed by Franchisor presently or at any time during the term of this Agreement (further subject to Franchisee's ongoing obligations not to use or disclose any confidential or proprietary information of Franchisor).

a. The foregoing restrictive covenants of Franchisee shall be deemed separable and the invalidity of any covenant shall not affect the validity or enforceability of any other covenant. If any period of time or limitation of geographical area stated herein is longer or greater than the maximum period or geographical area permitted by Applicable Laws, then the period of time or geographical area stated herein shall be deemed to be such maximum permissible period of time or geographical area, as the case may be. The existence of any claim or cause of action of Franchisee against Franchisor, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Franchisor of the covenants described above. Exemption to, or modification of, any or all of the aforementioned restrictive covenants between Franchisee and Franchisor must be mutually agreed to in writing at least 30 days prior to the termination of this Agreement. No waivers of any defaults of any such covenants or any other waivers, either verbal or unsigned, shall be enforceable for purposes of this Section 14. Each of Franchisee's Owners, and any of their spouses that are in any way involved in the operation of the Franchised Business, shall bind themselves to the noncompete provisions in this Section 14.C.6 by signing the Franchisor's then-current Guaranty (if such Owner directly or indirectly holds a 15% or greater ownership interest in Franchisee's Entity) or a noncompete agreement prescribed by Franchisor.

b. For purposes of clarification, if Franchisee owns multiple licenses for the operation of MM Businesses, the post-termination/post-expiration covenant not to compete of one terminated/expired Franchise Agreement does not apply to the operation of any other MM Business pursuant to a valid franchise agreement that is in Good Standing with Franchisor.

7. Transfer of Listings and Accounts. It is agreed between the parties that following termination or expiration of this Agreement, all interest in and rights to use all telephone and facsimile numbers, domain names, listings, email addresses and all social media accounts whether or not bearing the Marks (collectively "listings and accounts") used by the Franchisee in any manner related to the operation of, or applicable to, the Franchised Business shall be transferred to or vested in the Franchisor, and the Franchisor shall thereupon have the full and exclusive right to use such listings and accounts or to authorize the use thereof by another franchisee of the Franchisor. The Franchisee hereby appoints the Franchisor as its attorney in fact to direct the telephone company and all listing agencies to transfer such listings and accounts to the Franchisor or as it may in writing direct. Any amounts owing by the Franchisee on account of such listings and accounts shall be paid immediately by the Franchisee. Franchisee must immediately notify all telephone company and listing agencies of the termination or expiration of Franchisee's right to use all telephone numbers and all classified and other directory listings associated with Franchisor and MM Businesses and assign all such telephone numbers to Franchisor.

8. De-identification. If Franchisee retains possession of the Franchised Business premises, Franchisee will make such necessary modifications in the exterior and interior decor to eliminate its identification as an MM Business.

9. Fulfill Financing. Franchisee is obligated to fulfill all financing obligations it, its Owners, or its affiliates incur related to the Franchised Business.

10. Return of Customer Lists. Franchisee shall have no right during the term of the Agreement or thereafter to give, sell, convey, or transfer the customer list to any third party without Franchisor's prior express written consent. In the event of an approved transfer of the Franchised Business, Franchisor will be deemed to have approved the transfer of the customer list to the approved transferee. During the term of this Agreement, Franchisor agrees that it will not provide the customer list to a competitor, other franchisees or any other third party. Franchisee shall relinquish all interest of every kind and description in the System and the Marks upon termination or expiration of this Agreement, including any goodwill established prior to or during the operation of the Franchised Business. Franchisee expressly acknowledges and agrees that the Marks, the name "Merry Maids" and all Goodwill associated with the Franchised Business is the property of the Franchisor. Franchisee agrees and acknowledges that the customer list of the Franchised Business is an intangible asset which exists only in connection with the System and, as such, reverts to Franchisor upon termination or expiration of this Agreement or any renewal agreement. Consequently, Franchisee shall turn over the customer list and the basic operating system database to Franchisor within 24 hours of termination or expiration of the Agreement.

D. Transfers by Franchisee. Neither this Agreement, the Franchised Business, or any part of the ownership of Franchisee (which shall mean and include voting stock, securities, convertible thereto, proprietorship and general partnership interests) may be voluntarily, involuntarily, directly or indirectly assigned or otherwise transferred or encumbered by Franchisee or its Owners (including without limitation by will, declaration of or transfer in trust or the laws of intestate succession) except as provided therein, without the prior written approval of Franchisor, and any such assignment, transfer or encumbrance without such approval constitutes a breach of this Agreement. Franchisor will not, however, unreasonably withhold consent to an assignment if the conditions specified below are met. In the event Franchisor consents to any assignment, transfer or encumbrance, Franchisor shall at all times maintain a superior position vis-à-vis any other lienholder and Franchisor shall have the right to file a UCC-1 financing statement to assert its priority position.

1. Transfer to Entity. If Franchisee is comprised of one or more individuals and wishes to form an Entity, Franchisee shall obtain prior written approval of Franchisor, which may be granted at Franchisor's discretion, for transfer of Agreement and the Franchised Business to the new Entity at no additional monetary consideration, provided that (a) Franchisee owns all of the issued and outstanding ownership interests in the new Entity; (b) Franchisee or a manager approved by Franchisor actively manages the Entity and continues to devote best efforts and full and exclusive time to the day-to-day operation and development of the Franchised Business; (c) the Entity is newly organized in its activities or confined exclusively to acting as a Franchisee under this Agreement; (d) the Entity executes a document in such form as shall be approved by Franchisor in which it agrees to become a party to and be bound by all of the provisions of this Agreement and to assume all of the obligations of Franchisee; and (e) the Entity and its Owners comply with the requirements specified in Section 10.L. of this Agreement.

2. Restrictions on Transfers.

a. If the Franchisee is an Entity, except in accordance with a transfer permitted under the terms of this Agreement or as otherwise permitted by Franchisor, then the individuals named in Section 26.3 of this Agreement shall remain the owners of not less than 66% of the total ownership interests of such Entity during the entire term of this Agreement, with the effective unencumbered right to vote the ownership interests. The loss or surrender of the ownership or effective unencumbered right to vote the ownership interests, by any means whatever, shall constitute a breach of the terms of this Agreement.

b. Franchisee will not sell, assign or transfer this Agreement, any interest in Franchisee or Franchised Business, or any assets or accounts, including, but not limited to, the customer list of Franchisee or Franchised Business to any person or Entity that owns, operates, franchises, develops, consults with, manages, is involved in, or controls any business that is in any way competitive with Franchisor or the Franchised Business. If Franchisor refuses to permit an assignment or transfer based upon this provision, Franchisee's only remedy will be to have an arbitrator determine, in accordance with Section 24, whether the proposed assignee is a competitor of Franchisor.

c. Ownership of the Entity by a private equity group, an ESOP, trust, or any similarly structured entity is not permitted without the prior express written permission of Franchisor.

3. Consent Required. Franchisee shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement without the prior written consent of the Franchisor. Any purported assignment or transfer, by operation of law or otherwise without the prior written consent of the Franchisor shall be null and void and shall constitute a material breach of this Agreement. Franchisee's transfer of 5% interest or more in the Agreement will require an amendment to add such transferee as an Owner. If a transferee holds directly or indirectly 15% or more of the ownership interests in Franchisee's Entity, such transferee shall execute Franchisor's then-current Guaranty. If as a result of any transfer to a person in a single transaction or series of transactions, the original Franchisee's ownership interest in this Agreement falls below 66%, then the Franchisee must sign the then-current form of franchise agreement and all of the then-current terms of that agreement will apply thereafter. Franchisor reserves the right to conduct an audit as a pre-condition to consent to any transfer.

4. Non-Control Transfer. Consent by Franchisor to an assignment of less than 50% of the beneficial interest in the Franchised Business shall not be unreasonably withheld, provided such assignment is not part of a series of assignments intended to evade this provision, and further provided: (1) The assignee shall enter into a written agreement with Franchisor, in a form satisfactory to Franchisor, assuming and/or guaranteeing all of Franchisee's obligations hereunder; (2) Any defaults under this Agreement on the part of the Franchisee have been remedied; (3) Such other reasonable conditions as may be required by Franchisor in connection with the assignment have been satisfied; and (4) assignee has demonstrated to Franchisor's satisfaction that it meets Franchisor's then-current standards for MM Businesses.

5. Control Transfer. If an assignment, alone or together with other previous, simultaneous, or proposed assignments, would have the effect of assigning 50% or more of the beneficial interest in the Franchised Business, Franchisor shall not unreasonably withhold its consent to the assignment if all of the following conditions and requirements have been satisfied: (1) all obligations of Franchisee in connection with Franchisor have been assumed by assignee; (2) all ascertained or liquidated debts of Franchisee in connection with Franchisor have been paid; (3) Franchisee is not in default under any provision of this Agreement; (4) the assignee has completed the Initial Training Program required for new franchisees; (5) the assignee has executed the then-current franchise agreement for a full term as provided therein; (6) Franchisee or assignee has paid Franchisor's then-current transfer fee (the "**Transfer Fee**"); (7) Franchisee and all owners to which this Agreement has been assigned must execute a General Release; and (8) assignee has demonstrated to Franchisor's satisfaction that it meets Franchisor's then-current standards for MM Businesses. The same conditions shall apply to all potential transferees, including spouses, adult children, and existing managers of the Franchised Business, except Franchisor may discount the Transfer Fees in accordance with Franchisor's then-current policies for transfers to a spouse or an adult child of Franchisee's controlling owner or to a qualified manager of the Franchised Business (an approved manager of the Franchised Business for at least five years that is current on all Franchisor-required training and certifications).

6. Right of First Refusal. Franchisor also has a right of first refusal whenever Franchisee seeks to assign all or any interest in the Franchised Business to a third party. Franchisee may not sell,

transfer or assign any interest in the Franchised Business, without first offering the same to Franchisor, in writing, at a stated price and terms. When offering the Franchised Business or the assets thereof to Franchisor, Franchisee shall provide Franchisor with a bona fide written offer from a third party containing the terms of the offer, and also the Franchised Business's financial information, including, (1) any audited financials for the last two years; (2) income statements for the two most recently completed calendar years, and for the current year to date; (3) income tax returns for the two most recently completed calendar years; (4) Weekly Business Summaries for the final week of the two most recently completed calendar years and for the most recently completed week of the current year. Franchisee shall also provide other reasonably requested information within three business days of Franchisor making the request. Franchisor may accept in writing at any time within 30 days from receipt of the written offer and required accompanying information by Franchisee. If Franchisor declines or does not accept the offer within 30 days, Franchisee may thereafter sell or dispose of the Franchised Business under the terms of the third-party offer provided to Franchisor, but not at a lower price nor on more favorable terms than have been offered to Franchisor, in writing and subject to Franchisor's right to approve the buyer. If Franchisee wants to sell the Franchised Business on different terms than previously presented to Franchisor, the Franchisee shall again present the new terms under the process herein outlined.

7. Transfers Upon Death or Incapacity. Upon the death or incapacity of Franchisee, or if Franchisee is an Entity, upon the death of any principal shareholder, Franchisee may, with the express written consent of Franchisor, transfer the respective ownership interest to an heir or legacy. The heirs or legacies who are entitled under controlling local law to the deceased's franchised interest in the Franchised Business may take the interest, provided that Franchisor is satisfied that the heirs or legacies meet the standards for Merry Maid franchisees, in Franchisor's reasonable discretion, and provided that they attend training and personally manage the Franchise. If the heir or legacy is a current Merry Maids franchisee, then Franchisor will consent to the transfer so long as the heir or legacy is a franchisee in Good Standing with Franchisor. In no event shall Franchisor unreasonably withhold consent to the transfer of the Franchised Business to the heir or legacy, provided the above conditions are met. Notwithstanding any provision to the contrary, whenever Franchisee becomes incapacitated or upon death (as defined above) and no consent is given by Franchisor to transfer ownership to an heir or legacy for any reason including if the heir or legacy does not meet Franchisor's standards outlined in this Agreement, then Franchisor shall have the right to purchase the Franchise. In the event Franchisor asserts its right to purchase the Franchise, the valuation of the Franchised Business shall be determined by a third-party valuation expert or company selected by Franchisor utilizing standard professional valuation methodology utilized in the franchise industry.

E. Transfers by Franchisor. Franchisor has the right to sell or assign this Agreement, in whole or in part, at its discretion, without prior notice or consent, which shall inure to the benefit of any assignee or other legal successor to the interest of Franchisor.

## 15. IN-TERM COVENANTS NOT TO COMPETE

A. The covenants of Franchisee not to compete during the term of this Agreement are as follows:

Franchisee agrees that during the term of this Agreement Franchisee will not, for Franchisee's own account, or as a partner, employee, agent, advisor, consultant, or in any other capacity of or for or on account of any person or Entity or as an officer, director or owner of any of the foregoing (except a passive stockholder holding less than 1% of the stock of a publicly held corporation), or otherwise, directly or indirectly:

1. Engage in any business, enterprise or activity competitive with Franchisor, or engage in the marketing or selling of maid cleaning services, material or products, or materials or products

substantially similar to those handled, sold, distributed, offered or processed by Franchisor during the term of this Agreement or renewal thereof.

2. Divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement, or otherwise.

B. The foregoing restrictive covenants of Franchisee shall be deemed separable and the invalidity of any covenant shall not affect the validity of enforceability of any other covenant. If any period of time or limitation of geographical area stated herein is longer or greater than the maximum period or geographical area permitted by Applicable Laws, then the period of time or geographical area stated herein shall be deemed to be such maximum permissible period of time or geographical area, as the case may be. The existence of any claim or cause of action of Franchisee against Franchisor, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Franchisor of these covenants mentioned above. Each of Franchisee's Owners, and any of their spouses that are in any way involved in the operation of the Franchised Business, shall bind themselves to the noncompete provisions in this Section 15 by signing the Franchisor's then-current Guaranty (if such Owner directly or indirectly holds a 15% or greater ownership interest in Franchisee's Entity) or a noncompete agreement prescribed by Franchisor.

#### **16. INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

A. This Agreement does not render Franchisee an agent, legal representative, joint venturer, partner, employee, or servant of Franchisor for any purpose whatsoever; and it is understood between the parties hereto that Franchisee shall be an independent contractor. This Agreement does not create a fiduciary relationship between the parties. Franchisee is not authorized to make any contract, agreement, warranty or representation on behalf of Franchisor or to create any obligation, express or implied, on behalf of Franchisor. Nothing in this Agreement is intended to create a joint employer relationship between the parties, it being expressly understood that any personnel policies or procedures, forms, guidance or other employment related materials or information offered by Franchisor is provided solely for Franchisee's convenience. Franchisee's use of such information is completely optional and should not be construed as any intent or right to control Franchisee's operations, personnel decisions or relationship with its employees. Franchisee is expressly advised to consult its own independent counsel for labor and employment advice.

B. Under no circumstances shall Franchisor be liable for any act, omission, debt, or any other obligation of Franchisee. Franchisee shall indemnify and save Franchisor harmless against any such claim and all other fines, suits, proceedings, claims or demands which arise, directly or indirectly, as a result of or in connection with the operation of the Franchised Business, including costs and attorneys' fees.

C. Franchisee employees, personnel or Representatives shall be informed that they are not entitled to the provision of any employee benefits provided by Franchisor to Franchisor's employees and that such Representative is an employee solely of Franchisee and not of Franchisor. Franchisee shall ensure that all Franchisee's Representatives (as defined below) who perform work under this Agreement shall execute an Acknowledgment Agreement. For purposes of this Agreement, the term "**Representatives**" shall mean consultants, directors, employees, personnel, agents, advisers, subcontractors, franchisees, and other types of authorized third parties, representatives and advisers of Franchisee as applicable.

#### **17. FRANCHISEE MAY NOT WITHHOLD PAYMENTS**

The obligations of Franchisee to pay to Franchisor any fees or amounts described in this Agreement are not dependent on Franchisor's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction. No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment



without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. As specified in Section 12.G., Franchisor may apply any payments made by Franchisee for any reason whatsoever against any past due indebtedness of Franchisee as Franchisor may see fit. Franchisor may set off against any sums payable to Franchisee hereunder any unpaid debts from Franchisee to Franchisor.

## **18. NOTICES**

All notices to be given under and in accordance with the terms of this Agreement shall be in writing and shall be (i) delivered personally; or (ii) mailed, postage prepaid, by a reputable courier, delivery confirmation requested, to the other party at the address given on the first page of this Agreement or such other address given in accordance with the terms hereof.

## **19. WAIVERS AND CUMULATIVE RIGHTS AND REMEDIES**

A. No waiver of any breach of any of the covenants, agreements or provisions herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant or provision.

B. All rights and remedies herein conferred upon or reserved to the parties shall be cumulative and concurrent and shall be in addition to every other right or remedy given to the parties herein or at law or in equity or by statute and are not intended to be exclusive of any other right or remedy. The termination or expiration of this Agreement shall not deprive either of the parties of any of its rights or remedies against the other to enforce at law or in equity any of the rights or remedies of the parties hereunder.

## **20. LIABILITY FOR BREACH**

In the event of any default on the part of either party hereto, the party in default shall pay to the aggrieved party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, incurred by the aggrieved party as a result of any such default.

## **21. ENTIRE AGREEMENT AND MODIFICATIONS**

A. Entire Agreement. This Agreement, the attached Exhibits hereto, and the documents referred to herein, shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersedes all prior agreements, not disclaiming the representations made to Franchisee in the Franchise Disclosure Document (the "**FDD**") that Franchisor furnished to Franchisee. No other representations have induced Franchisee to execute this Agreement, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing.

B. Modifications. This Agreement may be modified only if Franchisor and Franchisee agree in writing to the modification, subject, however, to the Franchisee and each Owner and/or affiliate of Franchisee executing a General Release and subject to the right of Franchisor to modify its Operations Manual and procedures unilaterally under any conditions and to any extent which Franchisor, in its sole discretion, deems necessary. Franchisee and Franchisor have agreed on the release provisions of this Agreement considering that: (i) the releases to be provided in the future will be effective as of future dates only, (ii) the release requirement is triggered by a discretionary choice made by Franchisee to receive various future benefits (e.g. a transfer, assignment franchise, etc.), and (iii) Franchisee providing a release to Franchisor is a practical business approach if Franchisee and/or Franchisor propose to change, extend, expand or otherwise modify Franchisee/Franchisor relationship at a future date and encourages thoughtful communication of potential issues between Franchisee and Franchisor. Franchisee and Franchisor agree

that setting mutual expectations for the receipt of such future releases and assenting to grant them now is more productive than being surprised by such requirements at a later point in Franchisee's/Franchisor's relationship.

## **22. SEVERABILITY AND CONSTRUCTION AND INTERPRETATION**

A. Severability. Each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if Franchisor determines that said finding of illegality adversely affects the basic consideration of this Agreement, Franchisor may at its option, terminate this Agreement. The foregoing notwithstanding, it is agreed that the provisions set forth in Section 25 below shall control where applicable.

B. No Third-Party Beneficiaries. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or Entity other than Franchisor or Franchisee and such of their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under or by reason of this Agreement.

C. Unenforceable Provisions. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. Captions. All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

E. Franchisor's Sole Discretion. Franchisee understands and agrees that the exercise of judgment is critical to Franchisor's role in the System and to Franchisor's goals for its continuing improvement. Franchisee, Franchisor, and all other franchisees have a collective interest in working within a franchise system with the flexibility to adjust to business conditions, including the competitive environment, new regulatory developments and emerging business opportunities. Therefore, Franchisee and Franchisor agree that the ultimate decision-making responsibility for the System must be vested in Franchisor. When Franchisor uses the phrases "in Franchisor's sole discretion" or other similar phrases, whether in this Agreement or another context, Franchisee and Franchisor agree that Franchisor has the wholly unrestricted right to make decisions and/or take (or refrain from taking) actions. Franchisor shall exercise its judgment however Franchisor considers appropriate in its sole and absolute discretion, without any limitation. Franchisor will not be required to consider any particular interest group, including, Franchisee's individual interests or the interests of any other franchisee(s). So long as Franchisor acts in compliance with the requirements of this Agreement, Franchisor will have no liability for the exercise of Franchisor's discretion in accordance with the provisions of this Agreement.

## **23. SUCCESSORS**

This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties. Notwithstanding the foregoing, Franchisee shall have no right to transfer or assign this Agreement except in accordance with the terms of Section 14 above.

## 24. DISPUTE RESOLUTION.

A. Alternative Dispute Resolution Procedure. Except as otherwise provided in Section 24.B. (Excepted Disputes), any claim, dispute, suit, action, controversy, or proceeding of any type whatsoever between (i) Franchisee, its affiliates, or its Owners, and/or Franchisee's its affiliates', or its Owners' officers, directors, and employees (the "**Franchisee Related Parties**") and (ii) Franchisor, its affiliates, and/or its or its affiliates' officers, directors, owners, and employees (the "**Franchisor Related Parties**") relating to (a) this Agreement, (b) the relationship of any of the Franchisor Related Parties with any of the Franchisee Related Parties, or (c) the Franchised Business, including disputes related to compliance with franchise, labor, or employment laws (collectively, (a) through (c), the "**Covered Disputes**") must be resolved in accordance with the alternative dispute resolution procedures described in this Section 24.A. The Franchisee Related Parties and any Franchisor Related Parties shall all be considered third-party beneficiaries of this Agreement and shall be included in the term "parties" or "party" in this Section 24.

1. Informal Negotiation. To initiate the dispute resolution process, the party alleging a Covered Dispute must provide the other party with written notice setting forth the alleged Covered Dispute in detail and requesting a meeting (the "**Dispute Notice**"). Each Covered Dispute must be discussed in a face-to-face meeting or, upon agreement of the parties, in a video or telephone conference call held within 30 days after such Dispute Notice is provided to the other party. Unless otherwise agreed by the parties, the party initiating the process must wait at least 30 days after the Dispute Notice has been delivered to the other party before submitting the dispute to mediation.

2. Mediation. If the Covered Dispute is not resolved informally as provided in Section 24.A.1 (Informal Negotiation), the party alleging the Covered Dispute must submit the Covered Dispute for non-binding mediation. All parties must attend and participate in the mediation. The mediation shall be governed by the rules of the American Arbitration Association (the "**AAA**") before one mediator selected by the parties, and if the parties cannot agree upon the mediator, then a mediator selected by the AAA. It is the intent of the parties that mediation shall be held not later than 30 days after a written request for mediation shall have been served on the other parties. The mediation shall be held in the metropolitan area of Franchisor's then-current principal place of business (currently, Atlanta, Georgia) and shall not last more than one day, unless the parties agree otherwise. The parties will split equally the cost of any mediation. Any party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding.

3. Arbitration. If the parties do not resolve the Covered Dispute after the conclusion of the mediation, such Covered Dispute must be subject to and resolved exclusively by binding arbitration. **This means that all Covered Disputes that either party would otherwise have the legal right to sue for in court shall be subject to final and binding arbitration under the arbitration provisions set forth in this Section 24.A.3 and not decided by a court or a jury.** If there are any ambiguities in the terms or conditions of this Section 24, it is the parties' intent that all ambiguities be resolved in favor of arbitration. For the purposes of this Section 24.A.3, Covered Disputes will not include disputes that an applicable federal statute provides cannot be arbitrated or cannot be subject to a pre-dispute agreement to arbitrate.

a. Arbitration Procedure. Either party may commence arbitration by sending written demand for arbitration to the other party. The arbitration proceeding shall be conducted by one arbitrator and, except as otherwise provided in this Section 24, shall be conducted in accordance with the then-current Commercial Arbitration Rules of the AAA. All arbitration proceedings will be held at the offices of the AAA or other suitable offices that Franchisor selects in the metropolitan area in which its principal place of business is then located (currently, Atlanta, Georgia). The arbitrator shall have no authority to select a different hearing locale. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

b. Scope. The arbitrator (and not a court) shall decide all issues in any Covered Dispute, including issues regarding the non-availability of class arbitration, timeliness, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, enforceability, coverage, and implementation of this Section 24.A.3, including whether the parties have entered into this Agreement. In accordance with Section 24.E (Mutual Waiver of Class or Collective Actions), the arbitrator shall have no authority to consider or resolve any claim or issue in a Covered Dispute on any basis other than on an individual basis and may not consolidate or join one or more Covered Disputes pertaining to Franchisee or another Franchisee Related Party with any other dispute(s).

c. Relief. The arbitrator shall have the power and authority to award any remedy or relief available under Applicable Laws, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with Section 20 (Liability for Breach)), except the arbitrator may not (a) declare any Mark generic or otherwise invalid or (b) award any special, consequential, exemplary, or punitive damages against either party, except as expressly provided in Section 24.D (Mutual Waiver of Punitive Damages).

d. Binding Decision. The decision and award of the arbitrator will be final, conclusive, and binding on all parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator, and judgment on the award, including any partial, temporary or interim award, may be entered in any court of competent jurisdiction (and such proceeding shall not itself be deemed a Covered Dispute).

e. Confidentiality. All evidence, testimony, records, documents and information disclosed in any arbitration hearing between the parties will be secret and confidential in all respects. Neither party will disclose any evidence, testimony, records, documents or information from any arbitration hearing to any other person or Entity except as required or expressly permitted by Applicable Laws.

#### B. Exceptions to Alternative Dispute Resolution.

1. Excepted Disputes. Unless Franchisor consents in writing otherwise, the following Covered Disputes will not be subject to or resolved through the informal negotiation, non-binding mediation, and binding arbitration procedures specified in Section 24.A (Alternative Dispute Resolution Procedure) and will instead be resolved through litigation: (a) disputes relating to Franchisee's use of the Marks (including Lanham Act or common law claims); (b) disputes that otherwise relate to the ownership or validity of any of Franchisor's intellectual property or the enforcement of Franchisor's intellectual property rights; (c) disputes that involve protection of Franchisor's confidential information; (d) disputes related to the enforcement of Section 15 (Covenants); (e) disputes related to the payment of sums that any of the Franchisee Related Parties owes to any of the Franchisor Related Parties; and (e) disputes related to the payment of sums that any of the Franchisee Related Parties owes to any of the Franchisor Related Parties (collectively, "**Excepted Disputes**").

2. Injunctive Relief. Notwithstanding the parties' agreement to resolve Covered Disputes through the informal negotiation, non-binding mediation, and binding arbitration procedures specified in Section 24.A (Alternative Dispute Resolution Procedure), either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual Covered Dispute that would otherwise be subject to arbitration; provided, however, that such party must contemporaneously submit the Covered Dispute for arbitration on the merits as provided in Section 24.A.3 (Arbitration). In addition to any other relief available at law or equity, Franchisor will have the right to obtain restraining orders or temporary or permanent injunctions to, among other things: (a) enforce the provisions of this Agreement related to the use or protection of the Marks, Franchisor's confidential information, other components of the System, or other intellectual

property of any of the Franchisor Related Parties; (b) enforce the non-compete covenants in Section 15 (In-Term Covenants Not to Compete) and Section 14.C.6. (Post-Term Covenant Not to Compete); (c) enforce the obligations of any Franchisee Related Party on termination or expiration of this Agreement; and (d) prohibit any act or omission by any Franchisee Related Party that is a violation of Applicable Laws or that threatens to harm the Marks, the System, or the business of other franchisees or the Franchisor Related Parties. Franchisee agrees that the Franchisor Related Parties 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.

3. Forum for Litigation. Any litigation related to an Excepted Dispute will be filed exclusively in the state court or United States District Court for the district in which Franchisor has its principal place of business at the time of filing. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision. Notwithstanding the foregoing, Franchisor may enforce this Agreement in the courts of the state or states in which Franchisee is domiciled or the Franchised Business is operated.

C. MUTUAL WAIVER OF JURY TRIAL. THE PARTIES EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY COVERED DISPUTE AND ANY RIGHT TO HAVE A COVERED DISPUTE BE DECIDED BY A COURT OR A JURY.

D. MUTUAL WAIVER OF PUNITIVE DAMAGES. EXCEPT FOR (A) CLAIMS RELATED TO THE FRANCHISEE RELATED PARTIES' OBLIGATION TO INDEMNIFY FRANCHISOR AND THE FRANCHISOR INDEMNITIES FOR THIRD-PARTY CLAIMS UNDER PARAGRAPH 17.3 (INDEMNIFICATION), (B) CLAIMS RELATED TO ANY OF THE FRANCHISEE RELATED PARTIES' INFRINGEMENT OF ANY OF THE FRANCHISOR RELATED PARTIES' INTELLECTUAL PROPERTY, AND (C) CLAIMS RELATED TO ANY FRANCHISEE RELATED PARTIES' BREACH OF ITS OBLIGATIONS UNDER PARAGRAPH 8 (CONFIDENTIAL INFORMATION AND INNOVATIONS), NEITHER PARTY WILL BE ENTITLED TO RECOVER SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT.

E. MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. FRANCHISOR AND FRANCHISEE EACH WAIVE ANY RIGHT TO BRING ANY CLAIMS ON A CLASS-WIDE OR GROUP, REPRESENTATIVE, CONSOLIDATED, JOINT, OR COLLECTIVE BASIS. EACH PARTY MUST BRING ANY CLAIMS AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS AND MAY NOT JOIN ANY CLAIM IT MAY HAVE WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR OTHERWISE PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY.

F. TWO-YEAR LIMITATION ON CLAIMS. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR COVERED DISPUTES WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED IN THE PROPER FORUM WITHIN TWO YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OMISSION, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM, except for claims (which may be brought by any Franchisor Related Party against any Franchisee Related Party at any time): (a) relating to third-party claims or suits brought against any Franchisor Related Party as a result of the operation of the Franchised Business; (b) relating to the enforcement of any intellectual property rights of any Franchisor Related Party; (c) relating to Franchisee's non-payment or underpayment of amounts owed to a Franchisor Related Party; (d) concerning the obligations of any Franchisee Related Party under Section 8 (Confidential Information and

Improvements by the Franchisee), Section 15 (In-Term Covenants Not to Compete), or Section 14.C.6. (Post-Term Covenant Not to Compete) of this Agreement; (e) related to the non-compliance of any Franchisee Related Parties with any post-termination obligations under this Agreement; and (f) regarding an assignment of this Agreement or any ownership interest therein.

G. No Collateral Estoppel. No arbitration finding, conclusion or award may be used to collaterally estop either party from raising any like or similar issue or defense in any subsequent arbitration, litigation, court hearing or other proceeding involving third parties, including other franchisees.

H. Remedies Not Exclusive. 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.

I. No Recourse. Franchisee acknowledges and agrees that except as provided under an express statutory liability for such conduct, none of Franchisor's past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (i) any of Franchisor's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisee and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor's alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability, unless such vicarious claims are authorized by a guarantee of performance or statutory obligation. It is not meant to bar any direct contractual, statutory, or common law claim that would otherwise exist.

J. Attorneys' Fees and Costs. Franchisee agrees to reimburse Franchisor for all expenses Franchisor reasonably incurs (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to Franchisor by Franchisee and/or its Owners (whether or not Franchisor initiates a legal proceeding, unless Franchisor initiates and fails to substantially prevail in such court or formal legal proceeding); and (ii) in the defense of any claim Franchisee and/or its Owners assert against Franchisor on which Franchisor substantially prevails in court or other formal legal proceedings. Franchisor agrees to reimburse Franchisee for all expenses Franchisee reasonably incurs (including attorneys' fees): (a) to enforce the terms of this Agreement or any obligation owed to Franchisee by Franchisor (whether or not Franchisee initiates a legal proceeding, unless Franchisee initiates and fails to substantially prevail in such court or formal legal proceeding); and (b) in the defense of any claim Franchisor asserts against Franchisee on which Franchisee substantially prevails in court or other formal legal proceedings.

K. Survival. This Section 24 will survive termination, expiration, and/or rescission of this Agreement.

## **25. APPLICABLE LAW**

A. Governing Law. Except to the extent governed by the United States Trademark Act (the Lanham Act) or the Federal Arbitration Act, this Agreement and all disputes directly or indirectly related to or arising from this Agreement shall be governed, interpreted, and construed under the laws of the State of Georgia, which laws shall prevail in the event of any conflict of law, without regard to the application of any Georgia conflict-of-law rules.

B. Survival. This Section 25 will survive termination, expiration, and/or rescission of this Agreement.

**26. VALIDITY OF ELECTRONIC SIGNATURES**

The parties hereto expressly agree that the use of electronic signatures for the execution of this Agreement shall be sufficient to create valid, binding and enforceable obligations on the parties, as set forth herein.

**27. REPRESENTATIONS BY FRANCHISEE**

A. Significant Dates. Franchisee hereby certifies that the following information and dates are true and correct and the undersigned understands that Franchisor is relying on these statements in consideration of entering into this Agreement.

(1) \_\_\_\_\_ The date on which Franchisee received an FDD with all exhibits. (Must be same date as date entered on Item 23 Receipt Page.)

(2) \_\_\_\_\_ The date of Franchisee's first personal meeting with a Marketing Representative to discuss the possible purchase of the Franchise. (Does not apply to renewals; write N/A)

Name of all individuals involved in Sales Process: \_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_

(3) \_\_\_\_\_ The date Franchisee received a completed copy (except for signature) of this Agreement that was later signed.

(4) \_\_\_\_\_ The date on which Franchisee signed this Agreement.

(5) \_\_\_\_\_ The date on which Franchisee delivered the first deposit, down payment, purchase price or other payment in the form of cash, check, or other consideration.

(Does not apply to renewals. If this is a renewal, write N/A)

B. Representations by Franchisee in Certain States. The following representations must be completed by, and will only apply to, all franchisees and Franchised Businesses, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

(1) No oral, written, or visual claim or representation which contradicted the Franchise Disclosure Document was made to the Franchisee except:

\_\_\_\_\_  
(if none, Franchisee shall write "none")

- (2) No oral, written, or visual claim or representation which contradicted the Franchise Disclosure Document was relied upon by Franchisee in signing the Agreement except:

---

(if none, Franchisee shall write “none”)

- (3) No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels was made to Franchisee except Item 19 of this Disclosure and:

---

(if none, Franchisee shall write “none”)

- (4) No oral, written, or visual claim or representation which stated or suggested any sales, income or profit levels except those made in Item 19 of this Disclosure were relied upon by Franchisee in signing the Agreement except:

---

(if none, Franchisee shall write “none”)

C. Franchisee Acknowledgements in Certain States. The following acknowledgements apply to all franchisees and Franchised Businesses, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

1. Review and Consultation with Advisors. Franchisee hereby acknowledges having personally received and reviewed this Agreement and the FDD and has had enough time to consult with a lawyer, accountant, or other professional advisor of Franchisee’s choosing.

2. No Financial Performance Representations or Contrary Representations. Franchisee acknowledges that no employee, agent, or representative of Franchisor, or of any of its affiliates, has made any oral, written or visual representation or projections of actual or potential sales, earnings, or net or gross profits. Franchisee also acknowledges no employee, agent, or representative of Franchisor, or of any of its affiliates, has made any statements that are contrary to, or different from, the information in the FDD, including but not limited to any statements about advertising, marketing, media support, media penetration, training, locations, support services and assistance, or the costs to establish or operate an MM Business, except for any statements written by Franchisee in Section 27.B; and

3. Acknowledgement of Risks. Franchisee accepts and understands the risks of owning a business and specifically the risks of owning a franchised MM Business and agrees to bear such risks. Franchisee understands that the success of its MM Business will depend primarily on Franchisee’s own efforts and abilities and those of its employees, and that Franchisee will have to work hard and use its best efforts to operate its MM Business. Franchisee acknowledges and agrees that the Franchised Business may be impacted by many risks, including those outside the Franchisee’s or Franchisor’s control such as economic, political or social disruption, including COVID-19. In addition, Franchisee acknowledges and agrees that the COVID-19 outbreak and any preventative or protective actions that federal, state, and local governments



may take in response to this pandemic may result in a period of business disruption, reduced customer demand, and reduced operations for the Franchised Business, and that the extent to which the COVID-19 outbreak impacts the Franchised Business will depend on future developments which are highly uncertain and which the Franchisor cannot predict.

**For all applicable franchisees: Franchisee has read Section 27.C, understands it, and agrees with it.**

**Your Initials:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

D. Officers and Owners of Franchisee. If Franchisee is an Entity, set forth below is a list of all officers and Owners of Franchisee and their respective holdings.

Name	Percentage (Total must =100%)	Office Held

E. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchised Businesses that are subject to the state franchise 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 acknowledgement signed or agreed to by Franchisee 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

FRANCHISOR: MERRY MAIDS SPE LLC

By:\_\_\_\_\_

Its:\_\_\_\_\_

FRANCHISEE: \_\_\_\_\_

**D/B/A Merry Maids No. \_\_\_\_\_**

By:\_\_\_\_\_  
Individually/Partner/Member/Officer

By:\_\_\_\_\_  
Individually/Partner/Member/Officer

By:\_\_\_\_\_  
Individually/Partner/Member/Officer

## EXHIBIT A TO THE FRANCHISE AGREEMENT

### TERRITORY DESCRIPTION

Attached is a map depicting the Territory in which Franchisee is authorized to operate the Franchised Business which shall constitute a part of this Exhibit A. Inserted below is a written description of the Territory:

The parties hereto have caused this instrument to be executed the day and year first written above.

FRANCHISOR: MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

FRANCHISEE: \_\_\_\_\_

By: \_\_\_\_\_  
Individually/Partner/Member/Officer

By: \_\_\_\_\_  
Individually/Partner/Member/Officer

By: \_\_\_\_\_  
Individually/Partner/Member/Officer

## EXHIBIT B TO THE FRANCHISE AGREEMENT

### PARTNERSHIP GUARANTY OF FRANCHISEE'S OBLIGATIONS

If Franchisee is a general or limited partnership, the following information is required:

If Franchisee is a general or limited partnership, Franchisee shall provide Franchisor with a copy of the currently effective partnership agreement which shall be certified by a partner or a general partner as being true and complete. Such partnership agreement must provide that the purpose for which the partnership was formed is consistent with the obligations of Franchisee hereunder and must disclose the authority of the partner or general partner who is acting on behalf of the partnership in connection with the Franchise Agreement. The receipt of this completed Exhibit "B" is a condition precedent to any obligation of Franchisor in regard to the Franchise Agreement.

NAME OF PARTNERSHIP: \_\_\_\_\_

DOING BUSINESS AS: \_\_\_\_\_

PARTNERS' NAMES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL OFFICE OR PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

If Franchisee is a general or limited partnership, Franchisee shall provide Franchisor with:

1. A copy of the currently effective partnership agreement which shall be certified by a partner or a general partner as being true and complete.
2. Such partnership agreement must provide that the purpose for which the partnership was formed is consistent with the obligations of Franchisee hereunder and must disclose the authority of the partner or general partner who is acting on behalf of the partnership in connection with the Franchise Agreement.

The receipt of this completed Exhibit "B" is a condition precedent to any obligation of Franchisor in regard to the Franchise Agreement.

Signatures of the partners: \_\_\_\_\_ % of ownership: \_\_\_\_

\_\_\_\_\_ % of ownership: \_\_\_\_

\_\_\_\_\_ % of ownership: \_\_\_\_

\_\_\_\_\_ % of ownership: \_\_\_\_

Date of signing: \_\_\_\_\_

Date of receipt by Franchisor: \_\_\_\_\_

**EXHIBIT C TO THE FRANCHISE AGREEMENT**

**CORPORATION OR LIMITED LIABILITY COMPANY GUARANTY OF FRANCHISEE'S  
OBLIGATIONS**

If Franchisee is a corporation or a limited liability company (hereinafter "**LLC**"), the following information is required: NAME OF CORPORATION/LLC: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

ADDRESS OR LOCATION OF PRINCIPAL OFFICE OR PLACE OF BUSINESS:

\_\_\_\_\_

TELEPHONE: (    ) \_\_\_\_\_

If incorporated under the laws of a state other than where it will carry on the Franchised Business, the corporation/LLC will provide to Franchisor a certificate of qualification or authority to do business in the state(s) shown in Exhibit A, dated no more than 30 days prior to the execution of the Franchise Agreement.

The receipt of the above and the following information is a condition precedent to any obligation of Franchisor in regard to the Franchise Agreement.

**ATTACHMENTS:**

a) certified copy of your Articles of Incorporation and all amendments thereto and restatements thereof, duly certified by the Secretary of State (of the state in which it is incorporated) dated no more than 30 days prior to the execution of the Franchised Agreement;

b) certificate of good standing of the corporation/LLC from the Secretary of State under the same conditions as a) above;

c) a listing of names and addresses of all stockholders (1% or more), officers and directors of the corporation with the amount of stock owned by each stockholder;

d) a certified corporate resolution by the board of directors authorizing the corporation/LLC to enter into the Franchise Agreement with Merry Maids SPE LLC and designating the name of the officer authorized to execute the Franchise Agreement on behalf of the corporation/LLC;

e) a written personal guaranty in the form attached hereto from all applicable shareholders, members, partners, or owners of the corporation/LLC providing for the personal guaranty of all of the obligations of Franchisee under the Franchise Agreement; and

f) a written document stating the name of the officer, director, or other principal person or manager responsible for the regular operation of the Franchised Business.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Franchisee

## GUARANTY OF FRANCHISEE'S OBLIGATION

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the “**Agreement**”) by Merry Maids SPE LLC, Franchisee and any spouse who is in any way involved in the operation of the Franchised Business (a “**Spouse Guarantor**”) and, if Franchisee is a corporation or limited liability company (“**LLC**”), each of the shareholders or members of the corporation or LLC who directly or indirectly hold a 15% or greater ownership interest in Franchisee’s entity and their Spouse Guarantors in their individual capacities do jointly and severally hereby personally and unconditionally guarantee to Merry Maids SPE LLC and its successors and assigns, for the terms of the Agreement and thereafter as provided in the Agreement, that they shall punctually pay and perform each and every undertaking, agreement, obligation, and covenant set forth in the Agreement.

Each of the undersigned waives:

1. Acceptance and notice of acceptance by Merry Maids SPE LLC of the foregoing undertakings;
2. Notice of demand for payment, if any, of indebtedness or non-performance of any obligations hereby guaranteed;
3. Any right the undersigned may have to require that an action be brought against Franchisee or any person or entity as a condition of liability.

Each of the undersigned consents and agrees that:

1. His or her direct and immediate liability under this guarantee shall be joint and several;
2. That he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;
3. That such liability shall not be contingent or conditioned upon pursuit by Merry Maids SPE LLC of any remedies against Franchisee or any other person;
4. That such liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit or other indulgence which Merry Maids SPE LLC may from time to time grant to Franchisee or to any person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of the Agreement;
5. That he or she will be personally bound by nondisclosure covenants in Section 8 and noncompete covenants in Sections 14.C.6. and 15 of the Agreement; and
6. That he or she is subject to and will abide by the dispute resolution provisions contained in the Franchise Agreement.

IN WITNESS WHEREOF each of the undersigned has hereunto affixed his signature on the same day and year as the Agreement was executed.

\_\_\_\_\_, individually \_\_\_\_\_, individually  
Signature Signature

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip City, State, Zip

\_\_\_\_\_, individually \_\_\_\_\_, individually  
Signature Signature

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip City, State, Zip

**EXHIBIT D TO THE FRANCHISE AGREEMENT**

**AUTHORIZATION FOR ELECTRONIC TRANSFER OF FUNDS**  
*(Not required for renewals.)*

The form below is an authorization that allows for electronic transfer of funds from your checking account for the payment of amounts owed, and other authorized payments.

=====

**AUTHORIZATION FOR AUTOMATIC PAYMENTS**

**FRANCHISEE WILL BE REQUIRED TO EXECUTE A FORM LIKE THIS AS A CONDITION TO  
THE EFFECTIVENESS OF THIS FRANCHISE AGREEMENT**

**THE EXECUTION FORM WILL BE DELIVERED SEPARATELY**

I authorize MERRY MAIDS SPE LLC and the bank named below to initiate variable entries to my checking account for payment of weekly Royalties, Ad Fund Contributions, and all other sums due under the Franchise Agreement, which are all deemed to be authorized payments.

\_\_\_\_\_  
(Name of Financial Institution)

\_\_\_\_\_  
(Address of Financial Institution)

\_\_\_\_\_  
(Franchisee's Name) please print                      (Franchise #)

\_\_\_\_\_  
(Franchisee's Signature)                      (Date)

Bank Routing # \_\_\_\_\_ Ckng. Acct. # \_\_\_\_\_

This authority will remain in effect until I notify you or the bank in writing to cancel it in such time as to afford the bank a reasonable opportunity to act on it. I can stop payment of any entry by notifying you or my bank 3 days before my account is charged. I can have the amount of an erroneous charge immediately credited to my account up to 15 days following issuance of my bank statement or 46 days after posting, whichever occurs first. A check marked "void" must be attached to this form.



## EXHIBIT E TO THE FRANCHISE AGREEMENT

### GENERAL RELEASE

THIS GENERAL RELEASE (“Release”) is executed on \_\_\_\_\_ by:

- (i) \_\_\_\_\_, a [state] [individual or type of entity] with a principal address at \_\_\_\_\_ (“Franchisee”);
- (ii) \_\_\_\_\_, a [state] [individual or type of entity] with a principal address at \_\_\_\_\_ [and \_\_\_\_\_, a [state] [individual or type of entity] with a principal address at \_\_\_\_\_] (“Owners”); and, if applicable,
- (iii) \_\_\_\_\_, a [state] [individual or type of entity] with a principal address at \_\_\_\_\_ (“Transferee”).

### RECITALS

- A. Merry Maids SPE LLC (“Franchisor”) and Franchisee are parties to the following Franchise Agreements (collectively, the “Franchise Agreements”):

Franchise Agreement Number(s)	Date of Agreement

- B. Franchisee, Owners, and (if applicable) Transferee are executing this Release as a condition of (check one):

- \_\_\_ (i) Franchisor consenting to a transfer of any interest in the Franchise Agreement or Franchisee’s business or entity;
- \_\_\_ (ii) Franchisor agreeing to enter into a successor Franchise Agreement with Franchisee; or
- \_\_\_ (iii) Franchisor agreeing to amend the Franchise Agreement or waive any of its rights under the Franchise Agreement.

If this Release is executed under the conditions set forth in (ii) or (iii) above, all references in this Release to “Transferee” should be ignored.

### AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

**1. Release by Franchisee, Transferee, and Owners.** 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 Owners (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 past and present parents, subsidiaries, predecessors, 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, or suspected or unsuspected (collectively, **"Claims"**), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold arising out of, or relating to, any act, omission, or event occurring on or before the date of this Release, including, without limitation, (a) Claims arising under federal, state, and local laws, rules, and ordinances (unless prohibited by such laws) and (b) Claims arising out of, or relating to, the Franchise Agreement and any other agreements between any Releasor and Franchisor or Franchisor's parents, subsidiaries, or affiliates.

**2. Risk of Changed Facts.** Franchisee, Transferee, and Owners (on behalf of all Releasors) (a) 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 and (b) 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 Owners (on behalf of all 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 Owners (on behalf of all Releasors) represent and warrant that: (a) 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; (b) 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 (c) 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 Owners (on behalf of all Releasors): (a) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and (b) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

**6. Waiver of Statutory Preservation Provisions.** Franchisee, Transferee, and Owners (on behalf of all Releasors) each expressly waives any rights or benefits conferred by the provisions of Section 1542 of the California Civil Code, to the extent such provision would be applicable, which provides as follows:

A general release does not extend to claims that 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.

This waiver extends to any other statute or common law principle of similar effect in any applicable jurisdiction, including without limitation, California and or any other jurisdiction in which the Releasors reside. Franchisee, Transferee, and Owners (on behalf of all Releasors) acknowledge and represent that they have each consulted with legal counsel before executing this release and that they understand its meaning, including the effect of Section 1542 of the California Civil Code, and expressly consent that this

release shall be given full force and effect according to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands, and causes of action.

**7. Claims Under Washington Franchise Investment Protection Act.** This Release shall not apply to any Claims arising under the Washington Franchise Protection Act, RCW 19.100, and the rules adopted thereunder.

**8. 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.

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

**IN WITNESS WHEREOF**, Franchisee, Transferee, and Owners have executed this Release as of the date shown above.

**FRANCHISEE:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSFeree:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **FDD EXHIBIT B**

### **FINANCIAL STATEMENTS AND GUARANTY**

## GUARANTEE OF PERFORMANCE

For value received, ServiceMaster Systems LLC, a Delaware limited liability company (the “Guarantor”), located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, absolutely and unconditionally guarantees to assume the duties and obligations of Merry Maids SPE LLC, located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This Guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia on this 29th day of April 2024.

Guarantor:

SERVICEMASTER SYSTEMS LLC

By: 

Name: Joshua Burnette

Title: General Counsel

# **ServiceMaster Systems, LLC and Subsidiaries**

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

**Consolidated Financial Statements**

**December 31, 2023, and 2022 and for the three years  
ended December 31, 2023**

# **ServiceMaster Systems, LLC and Subsidiaries**

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## **Index**

**December 31, 2023 and 2022 and for the three years ended December 31, 2023**

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## **Report of Independent Auditors**

To the Board of Managers of RW Parent, LLC and Management of ServiceMaster Systems, LLC:

### ***Opinion***

We have audited the accompanying consolidated financial statements of ServiceMaster Systems, LLC and its subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive income, of member's equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, 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 audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated 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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Other Matter***

The consolidated balance sheet (not presented herein) of the Company as of December 31, 2021, and the related consolidated statements of operations and comprehensive income, member's equity and cash flows for the year then ended were audited by other auditors whose report, dated March 31, 2022, expressed an unmodified opinion on those statements.

### ***Responsibilities of Management for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 for one year after the date the consolidated financial statements are available to be issued.

### ***Auditors' Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 US GAAS 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 consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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.

*PricewaterhouseCoopers LLP*

Atlanta, Georgia  
April 29, 2024

**ServiceMaster Systems, LLC and Subsidiaries**  
(An indirect, wholly owned subsidiary of RW Purchaser, LLC)  
**Consolidated Statements of Operations and Comprehensive Income**  
**Years Ended December 31, 2023, 2022 and 2021**

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<i>(in millions)</i>	<b>2023</b>	<b>2022</b>	<b>2021</b>
Revenue	<u>\$ 344.7</u>	<u>\$ 350.6</u>	<u>\$ 301.6</u>
Cost of services rendered	107.2	127.7	127.2
Selling and administrative expenses	84.8	73.6	69.7
Depreciation and amortization expense	23.0	22.2	16.9
Impairment charge	<u>-</u>	<u>20.5</u>	<u>-</u>
Operating expenses	<u>215.0</u>	<u>244.0</u>	<u>213.8</u>
Operating income	129.7	106.6	87.8
Other expense	<u>2.0</u>	<u>1.8</u>	<u>(0.4)</u>
Net income and comprehensive income	<u>\$ 127.7</u>	<u>\$ 104.8</u>	<u>\$ 88.2</u>

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Consolidated Statements of Financial Position

December 31, 2023 and 2022

<i>(in millions)</i>	2023	2022
<b>Assets</b>		
Accounts receivable, less allowance	\$ 53.2	\$ 62.0
Inventories	0.8	0.8
Prepaid expenses and other assets	3.2	2.3
Total current assets	57.2	65.1
Property and equipment, net	10.9	14.2
Right-of-use asset	2.0	0.1
Notes receivable	0.1	0.1
Intangible assets, net	1,631.4	1,677.7
Other assets	0.3	0.1
Total assets	<u>\$ 1,701.9</u>	<u>\$ 1,757.3</u>
<b>Liabilities and Member's Equity</b>		
Accounts payable	\$ 8.4	\$ 15.0
Accrued advertising	4.0	8.9
Payroll and other employee benefits	9.4	7.5
Deferred revenue	1.7	1.8
Current portion of lease liability	0.4	0.1
Current portion of long-term debt		-
Other current liabilities	6.3	5.3
Total current liabilities	30.2	38.6
Long-term lease liability	1.7	-
Long-term portion of finance lease liability	0.3	-
Other long-term liabilities	4.8	3.6
Total liabilities	37.0	42.2
Member's equity	1,664.9	1,715.1
Total liabilities and member's equity	<u>\$ 1,701.9</u>	<u>\$ 1,757.3</u>

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Consolidated Statements of Member's Equity

Years Ended December 31, 2023, 2022 and 2021

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<i>(in millions)</i>	<b>Member's Equity</b>
<b>Balance at December 31, 2020</b>	\$ 1,521.1
Distribution to Member	(109.7)
Measurement period adjustment to the initial contribution	(102.3)
Contributions (TMTI and SRM)	301.8
Net income and comprehensive income	<u>88.2</u>
<b>Balance at December 31, 2021</b>	1,699.1
Distribution to Member	(88.8)
Net income and comprehensive income	<u>104.8</u>
<b>Balance at December 31, 2022</b>	1,715.1
Distribution to Member	(177.9)
Net income and comprehensive income	<u>127.7</u>
<b>Balance at December 31, 2023</b>	<u>\$ 1,664.9</u>

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Consolidated Statements of Cash Flows

Years Ended December 31, 2023, 2022 and 2021

<i>(in millions)</i>	2023	2022	2021
<b>Cash flows from operating activities</b>			
Net income	\$ 127.7	\$ 104.8	\$ 88.2
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization expense	23.0	22.2	16.9
Impairment charge	-	20.5	-
Amortization of operating right of use assets	0.3	-	-
Bad debt expense	(0.1)	-	-
Other, net	1.6	-	2.7
Changes in operating assets and liabilities			
Accounts receivable and notes receivable	8.1	(8.6)	(11.1)
Inventories	-	6.4	(0.6)
Prepaid expenses and other assets	(1.1)	0.8	8.7
Accounts payable	(6.2)	(0.9)	4.1
Deferred revenue	1.5	(0.7)	(4.0)
Operating right of use assets and lease liabilities, net	(0.2)	0.4	-
Operating lease liability	-	(0.4)	-
Accrued and other current liabilities	(1.6)	(8.1)	6.9
Net cash provided by operating activities	153.0	136.4	111.8
<b>Cash flows from investing activities</b>			
Cash paid to acquire property and equipment	(8.8)	0.4	-
Distributor acquisitions	-	(47.9)	-
Capital transfers/(expenditures)			(0.3)
Net cash used in investing activities	(8.8)	(47.5)	(0.3)
<b>Cash flows from financing activities</b>			
Payments of finance leases	0.3	-	(0.6)
Debt payment	-	(0.1)	(1.2)
Distribution to Members	(144.5)	(88.8)	(109.7)
Net cash used in financing activities	(144.2)	(88.9)	(111.5)
Net increase in cash and cash equivalents	-	-	-
<b>Cash and cash equivalents</b>			
Beginning of year	-	-	-
End of year	\$ -	\$ -	\$ -
<b>Noncash investing and financing activities</b>			
Noncash distribution to members in connection with asset transfers	\$ 33.4	\$ -	\$ 301.8
Noncash measurement period adjustment to the initial contribution	-	-	(102.3)

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

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### 1. Description of Business

#### **ServiceMaster Systems LLC**

The Company is a single-member limited liability company subsidiary of ServiceMaster Funding LLC (the “Issuer”, “Member”, or together with ServiceMaster of Canada Limited, the “Co-Issuers”), and an indirect wholly owned subsidiary of RW Purchaser, LLC. Through its subsidiaries, the Company franchises and provides restoration, cleaning, moving, junk removal and storage solution services to both residential and commercial customers through the following brands: ServiceMaster Restore, ServiceMaster Recovery Management (“SRM”), ServiceMaster Clean, Merry Maids, Two Men and a Truck (“TMTI”) and Two Men and a Junk Truck (“TMJT”) (collectively, the “ServiceMaster Brands”).

References to “we,” “us,” “our” and “Company” in the accompanying consolidated financial statements (the “financial statements”) are to the Company’s business unless the context otherwise requires.

### 2. Significant Accounting Policies

The significant accounting policies described below, together with the other notes that follow, are an integral part of the financial statements.

#### **Principles of Consolidation**

The Financial Statements include the accounts of Servicemaster Systems LLC and all of our consolidated subsidiaries.

#### **Basis of Preparation**

The historical results of our operations, financial position and cash flows have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). All significant intercompany transactions and balances have been eliminated in consolidation.

#### **Use of Estimates**

The preparation of the financial statements requires management to make certain estimates and assumptions required under US GAAP that may differ from actual results. The more significant areas requiring the use of management estimates relate to the valuation of tangible and intangible assets.

#### **Accounts Receivable and Notes Receivable**

Accounts receivable consist primarily of national account revenue, royalties and franchise fees due from franchisees. Notes receivable consist primarily of licenses and equipment sold to franchisees. Accounts receivable are carried at their net realizable value. The Company accounts for credit losses using the Current Expected Credit Loss (CECL) model detailed in the Financial Accounting Standards Board (“FASB”) Accounting Standards Update (“ASU”) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)*.

The Company’s expected loss allowance methodology for accounts receivable is developed using historical collection experience, current and future economic and market conditions and a review of the current status of customers’ trade accounts receivable. Due to the short-term nature of such receivables, the estimate of accounts receivable that may not be collected is based on aging of the accounts receivable balances and consideration of customers’ financial and macroeconomic

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

conditions. Balances are written off when determined to be uncollectible. The exposure to concentrations of credit risk is limited due to the diverse product offerings and geographic areas covered by our operations.

Estimates are used to determine the allowance. It is based on an assessment of anticipated payment and all other historical, current and future information that is reasonably available.

	December 31, 2023		
	Accounts Receivable	Notes Receivable	Total
(in millions)			
Receivables	\$ 55.3	\$ 0.1	\$ 55.4
Less: Allowance for credit losses	(2.1)	-	(2.1)
Receivables, net of allowance	\$ 53.2	\$ 0.1	\$ 53.3

	December 31, 2022		
	Accounts Receivable	Notes Receivable	Total
(in millions)			
Receivables	\$ 68.3	\$ 0.1	\$ 68.4
Less: Allowance for credit losses	(6.3)	-	(6.3)
Receivables, net of allowance	\$ 62.0	\$ 0.1	\$ 62.1

### Inventories

Inventories are recorded at the lower of cost (primarily on a weighted-average cost basis) or net realizable value. Our inventories primarily consist of finished goods to be used on the customers' premises or sold to franchisees.

### Property and Equipment and Intangible Assets

Property and equipment consist of the following:

	December 31,		Estimated Useful Lives (years)
	2023	2022	
(in millions)			
Building	\$ -	\$ 6.4	39
Land	-	0.9	-
Leasehold improvements	1.2	1.3	1–39
Technology and communications	5.2	4.1	2–10
Machinery and equipment	4.1	2.8	5–10
Office equipment, furniture and fixtures	7.3	3.9	3–17
Accumulated depreciation	(6.9)	(5.2)	
Property and equipment, net	\$ 10.9	\$ 14.2	

Depreciation expense of property and equipment was \$2.3 million, \$2.6 million and \$1.8 million for the years ended December 31, 2023, 2022 and 2021, respectively.

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

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Property and equipment, leasehold improvements and intangible assets with finite lives are depreciated and amortized on a straight-line basis over their estimated useful lives. Property and equipment lives are based on our previous experience for similar assets, potential market obsolescence and other industry and business data. Amortization of leasehold improvements is provided for on a straight-line method over the estimated benefit period of the related assets or the lease term, if shorter. As required by accounting standards for the impairment or disposal of long-lived assets, property and equipment and finite-lived intangible assets are tested for recoverability whenever events or changes in circumstances indicate their carrying amounts may not be recoverable. If the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset, an impairment loss could be recognized equal to the difference between the carrying amount and the fair value of the asset. Changes in the estimated useful lives or in the asset values could cause us to adjust the book value or future expense accordingly. There were no triggering events identified for the years ended December 31, 2023, 2022 and 2021.

Indefinite-lived intangible assets, primarily trade names, are assessed annually for impairment during the fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. The Company performed an annual impairment analysis as of October 1, 2023 which did not result in any intangible assets impairments to continuing operations. The Company performed an annual impairment analysis as of October 1, 2022, which resulted in a \$12.4 million impairment of the Furniture Medic tradename and a \$8.1 million impairment to the AmeriSpec tradename. See Note 4, Intangible Assets, for our intangible assets balances.

### Member's Equity

Our equity on the consolidated statements of financial position represents the Issuer's net investment in us and is presented as Member's Equity. Member's Equity includes the value of the net assets transferred to the Company, subsequent transfers of SRM and TMTI and the Issuer's share of our net income.

### Fair Value Measurement

Fair value is defined as the exchange price that would be received for an asset or an exit price paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy defines a three-level valuation hierarchy for disclosure of fair value measurements as follows:

- |         |  |
|---------|--|
| Level 1 | Valuations based on quoted prices in active markets for identical assets or liabilities that an entity has the ability to access;  |
| Level 2 | Valuations based on quoted prices for similar assets or liabilities, quoted prices for identical assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities; and |
| Level 3 | Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.   |

The categorization of a financial instrument within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The carrying value of cash equivalents, accounts receivable, and accounts payable approximate fair value due to their short-term nature. The carrying value of the Company's debt approximates fair value due to the variable rate terms of the debt.



# **ServiceMaster Systems, LLC and Subsidiaries**

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## **Notes to Consolidated Financial Statements**

**December 31, 2023, 2022 and 2021**

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### **Leases**

We determine if an arrangement is a lease at inception. We recognize a right-of-use ("ROU") asset and lease liability for all leases with terms of 12 months or more. ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease.

ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. See Note 7, *Leases* to the accompanying consolidated financial statements for information related to our leases.

### **Revenue**

#### ***Royalty Fees***

The Company has franchise agreements in the ServiceMaster Restore, ServiceMaster Clean, Merry Maids, TMTI and TMJT businesses. Royalty fee revenue consists principally of sales-based royalties received as part of the consideration for the franchise right and is calculated as a percentage of system wide sales. Royalty fees are recognized at the agreed-upon contractual rates over time as the customer-level revenue is generated by the franchisees. Revenue is recognized for an estimate of the unreported royalty fees, which are reported and remitted to us in arrears.

#### ***Commercial Cleaning and Other National Accounts***

National account revenues are recognized at the agreed-upon contractual amounts over time as services are completed based on contractual arrangements to provide services at the customers' locations. The Company engages either a franchisee or third-party business to perform the services. Under these agreements, the Company is directly responsible for providing the services and receive payment directly from the customer. A receivable is recorded related to this revenue as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after services have been rendered.

#### ***Sales of Products***

Revenues are generated from selling products to franchisees. Revenues from product sales are generally recognized once control of the products transfers to the customer. A receivable is recorded related to these sales as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after a customer is invoiced.

#### ***Franchise Fees***

Initial franchise fees result from the sale of a franchise license, which includes the use of the name, trademarks and proprietary methods. The franchise license is considered symbolic intellectual property and revenue related to the sale of this right is recognized at the agreed-upon contractual amount over the term of the initial franchise agreement.

# **ServiceMaster Systems, LLC and Subsidiaries**

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## **Notes to Consolidated Financial Statements**

**December 31, 2023, 2022 and 2021**

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### ***Referral Fees***

We have contractual arrangements with several national insurance companies to maintain a call center which receives and provides nonrecurring recovery and restoration referrals from the insurers to qualifying franchisees. We receive and recognize referral fees from franchisees at the agreed-upon contractual amount as revenue in the month the referral is issued.

### ***National Advertising Fund***

Franchisees contribute a percentage of customer-level revenue into a national advertising fund managed by us. In cases where we have ultimate control of the marketing and advertising, we recognize both revenue and expense for the amount earned.

### ***Advertising***

Advertising costs are expensed when the advertising occurs and are included in selling and administrative expenses. Advertising costs were \$19.8 million, \$19.0 million and \$15.7 million for the years ended December 31, 2023, 2022 and 2021, respectively. Advertising costs include national advertising fund expenses of \$19.0 million, \$18.1 million and \$14.5 million for the years ended December 31, 2023, 2022 and 2021, respectively, for which there is an equal amount recorded in revenue for the years ended December 31, 2023, 2022 and 2021.

### ***Income Taxes***

The Company is a single-member limited liability corporation which has elected not to be taxed as a corporation, and consequently is not subject to U.S. federal or state income taxes. As such, for income tax purposes, the Company's earnings flow through directly to the Member.

### ***Comprehensive Income***

Comprehensive income represents net income for the period plus the results of certain other changes in Members' equity. The Company's comprehensive income is equal to its net income.

### ***Newly Issued Accounting Standards***

We have reviewed all recently issued, but not yet effective, accounting pronouncements and do not expect the future adoption of any such pronouncements will have a material impact on our financial condition or the results of our operations.

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

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### 3. Revenue

The following table presents our revenues, disaggregated by revenue source. We disaggregate revenue from contracts with customers into major customer acquisition channels. We determined that disaggregating revenue into these categories achieves the disclosure objective to depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

(in millions)	Years Ended December 31,		
	2023	2022	2021
<b>Major service line</b>			
Royalty fees	\$ 186.8	\$ 175.7	\$ 141.3
National accounts and self performed	106.7	101.4	123.3
National advertising fund revenue	19.0	18.1	14.5
Sales of products	2.6	10.5	12.0
Other	29.6	44.9	10.5
	<u>\$ 344.7</u>	<u>\$ 350.6</u>	<u>\$ 301.6</u>

#### Costs to Obtain a Contract With a Customer

The Company capitalizes the incremental costs of obtaining a contract with a customer, primarily commissions, and recognizes the expense on a straight-line basis, as adjusted to match the timing of revenue recognition, over the expected customer relationship period. As of December 31, 2023, 2022 and 2021, there was an immaterial amount of activity related to capitalizable cost to obtain a contract.

#### Contract Balances

We record a receivable related to revenue recognized on services once we have an unconditional right to invoice and receive payment in the future related to the services provided. All accounts receivables are recorded within accounts receivable, less allowances, on the consolidated statements of financial position.

Deferred revenue from initial franchise fees represents a contract liability and is recognized when cash payments are received in advance of the performance of services, including when the amounts are refundable. Amounts are recognized as revenue in proportion to the costs expected to be incurred in performing services under our contracts.

Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to taxing authorities.

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

### 4. Intangible Assets

The table below summarizes the intangible asset balances:

(in millions)	December 31, 2023		
	Gross	Accumulated Amortization	Net
Trade names <sup>(1)</sup>	\$ 1,459.0	\$ -	\$ 1,459.0
Customer related <sup>(2)</sup>	178.2	(39.6)	138.6
Other <sup>(2)</sup>	52.6	(18.8)	33.8
	<u>\$ 1,689.8</u>	<u>\$ (58.4)</u>	<u>\$ 1,631.4</u>

  

(in millions)	December 31, 2022		
	Gross	Accumulated Amortization	Net
Trade names <sup>(1)</sup>	\$ 1,483.0	\$ -	\$ 1,483.0
Customer related <sup>(2)(3)</sup>	180.3	(24.7)	155.6
Other <sup>(2)</sup>	52.6	(13.5)	39.1
	<u>\$ 1,715.9</u>	<u>\$ (38.2)</u>	<u>\$ 1,677.7</u>

(1) Not subject to amortization

(2) These intangible assets are being amortized over the expected period of benefit, with a weighted average life of approximately 8.9 years and 9.1 years for the years ended December 31, 2023 and 2022, respectively. In addition, customer related includes franchise agreement.

(3) In 2022, the Company entered into two agreements (termination agreement dated March 11, 2022 and asset purchase agreement dated June 2, 2022) related to ServiceMaster Coordinator License Agreements (collectively, the "Coordinator Agreements") for \$47.9 million, which were capitalized into customer related intangible assets.

Amortization expense of \$20.7 million, \$19.6 million and \$15.1 million was recorded for the years ended December 31, 2023, 2022 and 2021, respectively.

For the existing intangible assets, we anticipate amortization expense for the next five years as follows:

(in millions)	2024	2025	2026	2027	2028
Amortization expense	\$ 20.6	\$ 20.6	\$ 19.8	\$ 18.7	\$ 18.7

# ServiceMaster Systems, LLC and Subsidiaries

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

### 5. Long-Term Debt, Net

Outstanding debt at ServiceMaster SPE Holdco, LLC for which the Company is a guarantor consists of the following at December 31, 2023 and 2022:

(in millions)	December 31,	
	2023	2022
Series 2020 Class A-2-I Notes, due January 2051	\$ 215.8	\$ 222.8
Series 2020 Class A-2-II Notes, due January 2051	388.4	401.0
Series 2020 Class A-1 variable rate notes	10.0	-
Series 2021 Class A-2-1 Notes, due July 2051	143.5	148.1
Series 2021 Class A-2-II Notes, due July 2051	239.1	246.9
Notes payable		-
Debt issuance costs, net	(17.0)	(19.8)
Total long-term debt, including current portion	979.8	999.0
Amounts payable within one year	(20.3)	(10.4)
Long-term debt, net	<u>\$ 959.5</u>	<u>\$ 988.6</u>

### Future Minimum Principal Payments

(in millions)	Amount
2024	\$ 20.3
2025	10.3
2026	10.3
2027	10.3
2028	10.3
Thereafter	935.3
Total future minimum payments	<u>\$ 996.8</u>

### 2020 Securitized Notes

On December 9, 2020 (the "2020 Securitization Date"), a series of agreements (collectively, the "2020 Indenture") were effectuated and gave rise to a revised legal entity structure of the Company's subsidiaries as well as the issuance of approximately \$750,000,000 of Notes by the Company's indirect wholly owned subsidiaries, ServiceMaster Funding LLC (the "Issuer") and ServiceMaster of Canada Limited ("Canada Limited" and, collectively, the "Co-Issuers"). Pursuant to the agreement the Co-Issuers issued \$250,000,000 of Series 2020-1 2.841% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-I (the "Class A-2-I Notes"), \$450,000,000 of Series 2020-1, 3.337% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-II (the "Class A-2-II Notes"), and \$50,000,000 of variable funding notes, Series 2020 Class A-1 (the "Series 2020-1 Class A-1 Notes" and, collectively with the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes,

# **ServiceMaster Systems, LLC and Subsidiaries**

(An indirect, wholly owned subsidiary of RW Purchaser, LLC)

## **Notes to Consolidated Financial Statements**

**December 31, 2023, 2022 and 2021**

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the “2020 Notes”). Interest will accrue on the Series 2020-1 Class A-1 Notes at a variable rate depending on the outstanding amount drawn by the Co-Issuers from time to time thereunder, if any. The legal final maturity date of the Notes is in January 2051.

Unless earlier prepaid to the extent permitted, the 2020 Indenture provides for an anticipated repayment date of January 2028 for the Class A-2-I Notes and an anticipated repayment date of January 2031 for the Series 2020 Class A-2-II Notes (as applicable, the “Anticipated Repayment Date”). The lending commitment under the Series 2020-1 Class A-1 Notes will expire in January 2026, subject to two automatic annual renewals at the election of the Co-Issuers if certain conditions are met.

The 2020 Notes have been guaranteed by indirect or direct wholly owned subsidiaries of the Company, ServiceMaster SPE Holdco LLC (“Holdco”) and RW Canada Intermediate Ltd., as well as all of the subsidiaries of the Issuer (collectively, the “Guarantors”). The 2020 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2020 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2020 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default.

The 2020 Indenture also provides for quarterly principal amortization in respect of the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

### **2021 Senior Notes**

On July 30, 2021, in conjunction with the acquisition (See Note 5, Acquisitions) of Two Men and a Truck/International, Inc., the Co-Issuers entered into an agreement (the “2021 Indenture”) for a senior note facility in an aggregate principal amount of \$400,000,000 with Citibank. The Issuer issued \$150,000,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-I, \$250,000,000 of Series 2021-1, 3.113% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-II (the “2021 Notes”). The legal final maturity date of the Notes is in July 2051. The 2021 Indenture provides for an anticipated repayment date of July 2028 for the Series 2021 Class A-2-I Notes and an anticipated repayment date of July 2031 for the Series 2021 Class A-2-II Notes (as applicable, the “Anticipated Repayment Date”). The lending commitment under the Series 2021-1 Class A-1 Notes will expire in July 2026, subject to two automatic annual renewals at the election of the Issuer if certain conditions are met.

The 2021 Notes are secured by substantially all of the assets of the Issuer and the Guarantors. The 2021 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2021 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2021 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default. The 2021 Indenture also provides for quarterly principal amortization in respect of the Series 2021 Class A-2-I Notes and the Series 2021 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

# **ServiceMaster Systems, LLC and Subsidiaries**

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## **Notes to Consolidated Financial Statements**

**December 31, 2023, 2022 and 2021**

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### **6. Commitments and Contingencies**

We lease certain property, equipment and warehouses under various operating lease arrangements. Most of the property leases provide that we pay taxes, insurance, and maintenance applicable to the leased premises. As leases for existing locations expire, we expect to renew the leases or substitute another location and lease.

In the ordinary course of conducting business activities, we are and may in the future become involved in various litigation and claims incidental to our business. The outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company. Based on currently available information, the Company is subject to certain claims for damages that are performed during the course of business. The Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

### **7. Related-Party Transactions**

#### **Management Fee**

The Company entered into a management agreement with Opco (the "Management Agreement") where Opco is to provide, among other things, the managing of respective rights, powers, duties and obligations in connection with the Pre-Contribution Agreements, the franchise assets, the securitization IP, and all other securitization assets. In exchange for the services described above, the Company will pay an annual management fee equal to a base amount of \$7.8 million plus a variable fee of \$11,500 for every integer multiple of \$100,000 of aggregate U.S. retained collections, receivable on a weekly basis. The base management fee will be subject to successive 2% annual increases following each anniversary of the closing date. Such fees are included in selling and administrative expenses in the consolidated statements of operations and comprehensive income. For the years ended December 31, 2023, 2022 and 2021 the Management fee was \$31.8 million, \$29.2 million and \$27.8 million, respectively.

#### **License Fee**

The Company entered into a license fee agreement with ServiceMaster of Canada Limited ("Canada Limited") and ServiceMaster Limited (UK) ("UK Limited"). Under the license agreement, Canada Limited and UK Limited are permitted to use intellectual property and tradenames in the performance of operational activities. For the years ended December 31, 2023 and 2022 the license fee for Canada Limited was \$5.7 million and \$5.3 million; the license fee for UK Limited was \$0.7 million and \$0.3 million, respectively.

### **8. Subsequent Events**

The Company evaluated subsequent events from December 31, 2023 through April 29, 2024 the date the financial statements were available to be issued. There were no matters identified affecting the Company's financial position or requiring further disclosure.

**THE FOLLOWING FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.**



# **ServiceMaster Systems, LLC and Subsidiaries**

**(An indirect, wholly owned subsidiary of RW Purchaser, LLC)**

(Unaudited) Condensed Consolidated Financial Information

As of and for the three months ended March 31, 2024 and 2023

# ServiceMaster Systems, LLC and Subsidiaries

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March 31, 2024 and 2023

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(Unaudited) Statements of Financial Position	<a href="#">2</a>

**ServiceMaster Systems, LLC and Subsidiaries**  
**(Unaudited) Condensed Consolidated Statements of Operations and Comprehensive Income**

<i>(in millions)</i>	Three Months Ended March 31,	
	2024	2023
<b>Revenue</b>	<b>\$ 76.4</b>	<b>\$ 87.1</b>
Cost of services rendered	21.7	31.2
Selling and administrative expenses	25.6	18.0
Depreciation and amortization expense	5.8	4.8
Operating expenses	53.1	54.0
<b>Operating income</b>	<b>23.3</b>	<b>33.1</b>
Other expense	0.5	0.3
<b>Net income and comprehensive income</b>	<b>\$ 22.8</b>	<b>\$ 32.8</b>

**ServiceMaster Systems, LLC and Subsidiaries**  
**(Unaudited) Condensed Consolidated Statements of Financial Position**

<i>(in millions)</i>	<b>As at March 31, 2024</b>	<b>As at December 31, 2023</b>
<b>Assets</b>		
Accounts receivable, less allowance	\$ 56.9	\$ 53.2
Inventories	0.8	0.8
Prepaid expenses and other assets	2.7	3.2
<b>Total current assets</b>	<b>60.4</b>	<b>57.2</b>
Property and equipment, net	10.5	10.9
Right-of-use asset	1.9	2.0
Notes receivable	0.1	0.1
Intangible assets, net	1,626.3	1,631.4
Other assets	0.4	0.3
<b>Total assets</b>	<b>\$ 1,699.6</b>	<b>\$ 1,701.9</b>
<b>Liabilities and Member's Equity</b>		
Accounts payable	\$ 9.7	\$ 8.4
Accrued advertising	3.4	4.0
Payroll and other employee benefits	11.8	9.4
Deferred revenue	1.8	1.7
Current portion of lease liability	0.4	0.4
Other current liabilities	7.8	6.3
<b>Total current liabilities</b>	<b>34.9</b>	<b>30.2</b>
Long-term lease liability	1.5	1.7
Long-term portion of finance lease liability	—	0.3
Other long-term liabilities	5.7	4.8
<b>Total liabilities</b>	<b>42.1</b>	<b>37.0</b>
Member's equity	1,657.5	1,664.9
<b>Total liabilities and member's equity</b>	<b>\$ 1,699.6</b>	<b>\$ 1,701.9</b>

# **ServiceMaster OpCo Holdings, LLC and Subsidiaries**

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## **Consolidated Financial Statements**

**December 31, 2023, and 2022 and for the three years  
ended December 31, 2023**

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Index

December 31, 2023, and 2022, and for the three years ended December 31, 2023

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## **Report of Independent Auditors**

To the Board of Managers of RW Parent, LLC and Management of ServiceMaster OpCo Holdings, LLC:

### ***Opinion***

We have audited the accompanying consolidated financial statements of ServiceMaster OpCo Holdings, LLC and its subsidiaries (the "Company"), which comprise the consolidated statements of financial position as of December 31, 2023, and 2022, and the related consolidated statements of operations and comprehensive income, of members' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and 2022, 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 audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated 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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Other Matter***

The consolidated statement of financial position (not presented herein) of the Company as of December 31, 2021, and the related consolidated statements of operations and comprehensive income, member's equity and cash flows for the year then ended were audited by other auditors whose report, dated March 31, 2022, expressed an unmodified opinion on those statements.

### ***Responsibilities of Management for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 for one year after the date the consolidated financial statements are available to be issued.

### ***Auditors' Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 US GAAS 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 consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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.

*PricewaterhouseCoopers LLP*

Atlanta, Georgia  
April 29, 2024



**ServiceMaster OpCo Holdings, LLC and Subsidiaries**  
(An indirect wholly owned subsidiary of RW Purchaser, LLC)  
**Consolidated Statements of Operations and Comprehensive Income**  
**Years Ended December 31, 2023, 2022 and 2021**

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<i>(in millions)</i>	<b>2023</b>	<b>2022</b>	<b>2021</b>
Revenue	<u>\$ 361.2</u>	<u>\$ 351.4</u>	<u>\$ 302.6</u>
Cost of services rendered	115.0	135.5	133.4
Selling and administrative expenses	116.3	92.5	100.0
Depreciation and amortization expense	24.7	24.3	18.7
Impairment charge	<u>-</u>	<u>20.5</u>	<u>-</u>
Operating expenses	<u>256.0</u>	<u>272.8</u>	<u>252.1</u>
Operating income	105.2	78.6	50.5
Interest expense	34.5	35.3	27.8
Other expense	<u>6.7</u>	<u>2.4</u>	<u>3.8</u>
Net income and comprehensive income	<u>\$ 64.0</u>	<u>\$ 40.9</u>	<u>\$ 18.9</u>

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Consolidated Statements of Financial Position

December 31, 2023 and 2022

<i>(in millions)</i>	2023	2022
<b>Assets</b>		
Cash and cash equivalents	\$ 1.6	\$ 24.1
Restricted cash	15.8	9.7
Accounts receivable, less allowance	53.3	61.6
Current portion of notes receivable	0.9	1.5
Inventories	0.8	0.8
Prepaid expenses and other assets	16.4	15.3
Total current assets	88.8	113.0
Property and equipment, net	16.6	20.7
Right-of-use asset	13.5	13.1
Notes receivable, less allowance and current portion	2.3	4.2
Intangible assets, net	1,631.4	1,677.7
Other assets	0.4	0.1
Total assets	<u>\$ 1,753.0</u>	<u>\$ 1,828.8</u>
<b>Liabilities and Member's Equity</b>		
Accounts payable	\$ 11.7	\$ 16.1
Payroll and other employee benefits	13.0	12.8
Accrued advertising	4.0	8.9
Accrued interest payable	5.3	5.3
Deferred revenue	1.7	1.8
Current portion of lease liability	2.4	2.1
Current portion of long-term debt	20.3	10.4
Other current liabilities	0.9	3.2
Total current liabilities	59.3	60.6
Long-term debt, net of debt issuance costs and current portions	959.4	988.6
Long-term lease liability	12.5	12.5
Long-term portion of finance lease liability	0.3	-
Other long-term liabilities	4.8	3.6
Total liabilities	1,036.3	1,065.3
Member's equity	716.7	763.5
Total liabilities and member's equity	<u>\$ 1,753.0</u>	<u>\$ 1,828.8</u>

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Consolidated Statements of Member's Equity

Years Ended December 31, 2023, 2022 and 2021

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<i>(in millions)</i>	<b>Member's Equity</b>
<b>Balance at December 31, 2020</b>	\$ 840.4
Contribution (TMTI and SRM)	301.8
Contribution from Member	1.1
Distribution to Member	(434.0)
Net income and comprehensive income	<u>18.9</u>
<b>Balances at December 31, 2021</b>	728.2
Contribution from Holdings	30.0
Contribution from RW Parent	5.1
Contribution from Member	0.2
Distribution to RW Parent	(2.4)
Distribution to Member	(38.5)
Net income and comprehensive income	<u>40.9</u>
<b>Balances at December 31, 2022</b>	763.5
Share based compensation	1.0
Distribution to Member	(111.8)
Net income and comprehensive income	<u>64.0</u>
<b>Balances at December 31, 2023</b>	<u>\$ 716.7</u>

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Consolidated Statements of Cash Flows

Years Ended December 31, 2023, 2022 and 2021

<i>(in millions)</i>	2023	2022	2021
<b>Cash flows from operating activities</b>			
Net income	\$ 64.0	\$ 40.9	\$ 18.9
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization expense	24.7	24.3	18.7
Impairment charge	-	20.5	-
Amortization of debt issuance costs	2.9	2.9	2.4
Amortization of operating right of use assets	1.8	1.9	-
Loss on sale of business	4.2	-	-
Other, net	1.6	-	3.8
Share based compensation expense	1.0	5.1	-
Changes in operating assets and liabilities			
Accounts receivable and notes receivable	9.8	(4.7)	(7.2)
Inventories	-	6.4	(0.6)
Prepaid expenses and other assets	(1.3)	(1.4)	(2.1)
Accounts payable	(4.1)	(2.4)	(1.0)
Deferred revenue	1.5	(0.7)	(4.0)
Operating right of use assets and lease liabilities, net	(1.9)	(0.5)	-
Accrued and other current liabilities	(7.1)	(9.1)	7.7
Net cash provided by operating activities	97.1	83.2	36.6
<b>Cash flows from investing activities</b>			
Cash paid to acquire property and equipment	(9.9)	(3.9)	-
Sale of AmeriSpec and Furniture Medic	21.8	-	-
Distributor acquisitions	-	(47.9)	-
Capital expenditures	-	-	(1.1)
Net cash provided by/(used in) investing activities	11.9	(51.8)	(1.1)
<b>Cash flows from financing activities</b>			
Borrowings on finance leases	0.3	-	-
Payments on finance leases	-	-	(0.6)
Debt payment	(52.0)	(45.4)	(36.9)
Proceeds from borrowings	30.0	25.0	440.0
Payments of debt issuance costs	-	-	(11.2)
Distribution to Members	(103.7)	(38.5)	(434.0)
Contribution from Holdings	-	30.0	-
Contribution from Members	-	0.2	1.1
Distribution to RW Parent	-	(2.4)	-
Net cash used in financing activities	(125.4)	(31.1)	(41.6)
Net (decrease)/increase in cash, cash equivalents and restricted cash	(16.4)	0.3	(6.1)
<b>Cash, cash equivalents and restricted cash</b>			
Beginning of year	33.8	33.5	39.6
End of year	\$ 17.4	\$ 33.8	\$ 33.5
<b>Supplemental disclosure of cash flow information</b>			
Cash paid for interest	\$ 31.2	\$ 32.3	\$ 29.3
<b>Supplemental information on noncash transactions</b>			
Noncash contribution from RW Parent	\$ -	\$ 5.1	\$ -
Noncash distribution to members in connection with asset transfers	8.1	-	301.8

The accompanying notes are an integral part of these consolidated financial statements.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

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### 1. Description of Business

ServiceMaster OpCo Holdings, LLC (the “Company”) is a limited liability company and a direct, wholly owned subsidiary of RW Purchaser LLC (“RW Purchaser” or “Member”). ServiceMaster Funding LLC (the “Issuer”), an indirect wholly owned subsidiary of the Company, will guarantee the Notes (as defined in Note 6, Long-term Debt, net), together with the other Guarantors (as defined below), pursuant to the Guarantee and Collateral Agreement. Through its direct wholly owned subsidiary ServiceMaster Holdco, LLC (“Holdco”), the Company acts as the manager of the securitization of restoration, cleaning, moving, junk removal and storage solution services to both residential and commercial customers through the following brands: ServiceMaster Restore, ServiceMaster Recovery Management (“SRM”), ServiceMaster Clean, Merry Maids, Two Men and a Truck (“TMTI”) and Two Men and a Junk Truck (“TMJT”) (collectively, the “ServiceMaster Brands.”)

References to “we,” “us,” “our” and “Company” in the accompanying consolidated financial statements (the “financial statements”) are to the Company’s business unless the context otherwise requires.

### 2. Significant Accounting Policies

The significant accounting policies described below, together with the other notes that follow, are an integral part of the financial statements.

#### Principles of Consolidation

The Financial Statements include the accounts of ServiceMaster OpCo Holdings, LLC and all of our consolidated subsidiaries.

#### Basis of Preparation

The historical results of our operations, financial position and cash flows have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). All significant intercompany transactions and balances have been eliminated in consolidation.

#### Use of Estimates

The preparation of the financial statements requires management to make certain estimates and assumptions required under US GAAP that may differ from actual results. The more significant areas requiring the use of management estimates relate to the valuation of tangible and intangible assets.

#### Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include highly liquid investments with maturity dates of three months or less from the date of purchase and are recorded at cost.

Restricted cash relates to the 2020 and 2021 securitized notes (as described in Note 6, *Long-term Debt, net*). As part of the transactions, the Company established certain cash and money market mutual fund accounts in the name of the Trustee for the benefit of the Trustee and the noteholders and are restricted in their use. The Company also established management accounts subject to control agreements among the Trustee, financial institutions and the Company. Restricted cash is comprised of cash collections and reserves held by the Trustee and within management accounts to be used for payments of principal, interest, commitment fees and other permissible operating expenses required for the notes of the Company.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

### Accounts Receivable and Notes Receivable

Accounts receivable consist primarily of national account revenue, royalties and franchise fees due from franchisees. Notes receivable consist primarily of licenses and equipment sold to franchisees. Accounts receivable are carried at their net realizable value. The Company accounts for credit losses using the Current Expected Credit Loss (CECL) model detailed in the Financial Accounting Standards Board (“FASB”) Accounting Standards Update (“ASU”) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)*.

The Company’s expected loss allowance methodology for accounts receivable is developed using historical collection experience, current and future economic and market conditions and a review of the current status of customers’ trade accounts receivable. Due to the short-term nature of such receivables, the estimate of accounts receivable that may not be collected is based on aging of the accounts receivable balances and consideration of customers’ financial and macroeconomic conditions. Balances are written off when determined to be uncollectible. The exposure to concentrations of credit risk is limited due to the diverse product offerings and geographic areas covered by our operations.

Estimates are used to determine the allowance. It is based on an assessment of anticipated payment and all other historical, current and future information that is reasonably available.

(in millions)	December 31, 2023		
	Accounts Receivable	Notes Receivable	Total
Receivables	\$ 55.4	\$ 3.5	\$ 58.9
Allowance for credit losses	(2.1)	(0.3)	(2.4)
Receivables, net of allowance	\$ 53.3	\$ 3.2	\$ 56.5

(in millions)	December 31, 2022		
	Accounts Receivable	Notes Receivable	Total
Receivables	\$ 68.0	\$ 6.0	\$ 74.0
Allowance for credit losses	(6.4)	(0.3)	(6.7)
Receivables, net of allowance	\$ 61.6	\$ 5.7	\$ 67.3

### Inventories

Inventories are recorded at the lower of cost (primarily on a weighted-average cost basis) or net realizable value. Our inventories primarily consist of finished goods to be used on the customers’ premises or sold to franchisees.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

December 31, 2023, 2022 and 2021

### Property and Equipment and Intangible Assets

Property and equipment consist of the following:

(in millions)	December 31,		Estimated Useful Lives (years)
	2023	2022	
Building	\$ -	\$ 6.4	39
Land	-	0.9	-
Leasehold improvements	2.9	3.1	1–39
Technology and communications	14.5	12.3	2–10
Machinery and equipment	4.1	2.8	5–10
Office equipment, furniture and fixtures	7.8	4.4	3–17
Accumulated depreciation	(12.7)	(9.2)	
Property and equipment, net	<u>\$ 16.6</u>	<u>\$ 20.7</u>	

Depreciation expense of property and equipment was \$4.0 million, \$4.7 million and \$3.6 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Property and equipment, leasehold improvements and intangible assets with finite lives are depreciated and amortized on a straight-line basis over their estimated useful lives. Property and equipment lives are based on our previous experience for similar assets, potential market obsolescence and other industry and business data. Amortization of leasehold improvements is provided for on a straight-line method over the estimated benefit period of the related assets or the lease term, if shorter. As required by accounting standards for the impairment or disposal of long-lived assets, property and equipment and finite-lived intangible assets are tested for recoverability whenever events or changes in circumstances indicate their carrying amounts may not be recoverable. If the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset, an impairment loss could be recognized equal to the difference between the carrying amount and the fair value of the asset. Changes in the estimated useful lives or in the asset values could cause us to adjust the book value or future expense accordingly. There were no triggering events identified for the years ended December 31, 2023, 2022 and 2021.

Indefinite-lived intangible assets, primarily trade names, are assessed annually for impairment during the fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. The Company performed an annual impairment analyses as of October 1, 2023 which did not result in any intangible assets impairments to continuing operations. The Company performed an annual impairment analysis as of October 1, 2022, which resulted in a \$12.4 million impairment of the Furniture Medic tradename and a \$8.1 million impairment to the AmeriSpec tradename. See Note 4, *Intangible Assets*, for our intangible assets balances.

### Member's Equity

Our equity on the consolidated statements of financial position represents RW Purchaser's net investment in us and is presented as Member's equity. Member's equity includes net cash transfers and other net asset transfers to and from RW Purchaser and us.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

(An indirect wholly owned subsidiary of RW Purchaser, LLC)

## Notes to Consolidated Financial Statements

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### Fair Value Measurement

Fair value is defined as the exchange price that would be received for an asset or an exit price paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy defines a three-level valuation hierarchy for disclosure of fair value measurements as follows:

- Level 1 Valuations based on quoted prices in active markets for identical assets or liabilities that an entity has the ability to access;
- Level 2 Valuations based on quoted prices for similar assets or liabilities, quoted prices for identical assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities; and
- Level 3 Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The categorization of a financial instrument within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The carrying value of cash equivalents, accounts receivable, and accounts payable approximate fair value due to their short-term nature. The carrying value of the Company's debt approximates fair value due to the variable rate terms of the debt.

### Leases

We determine if an arrangement is a lease at inception. We recognize a right-of-use ("ROU") asset and lease liability for all leases with terms of 12 months or more. ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments arising from the lease.

ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. We use the implicit rate when readily determinable. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. See Note 7, *Leases* to the accompanying consolidated financial statements for information related to our leases.

### Revenue

#### **Royalty Fees**

The Company has franchise agreements in the ServiceMaster Restore, ServiceMaster Clean, Merry Maids, TMTI and TMJT businesses. Royalty fee revenue consists principally of sales-based royalties received as part of the consideration for the franchise right and is calculated as a percentage of system wide sales. Royalty fees are recognized at the agreed-upon contractual rates over time as the customer-level revenue is generated by the franchisees. Revenue is recognized for an estimate of the unreported royalty fees, which are reported and remitted to us in arrears.



# **ServiceMaster OpCo Holdings, LLC and Subsidiaries**

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### ***Commercial Cleaning and Other National Accounts***

National account revenues are recognized at the agreed-upon contractual amounts over time as services are completed based on contractual arrangements to provide services at the customers' locations. The Company engages either a franchisee or third-party business to perform the services. Under these agreements, the Company is directly responsible for providing the services and receive payment directly from the customer. A receivable is recorded related to this revenue as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after services have been rendered.

### ***Sales of Products***

Revenues are generated from selling products to franchisees. Revenues from product sales are generally recognized once control of the products transfers to the customer. A receivable is recorded related to these sales as the Company has an unconditional right to invoice and receive payment. Payments are typically received shortly after a customer is invoiced.

### ***Franchise Fees***

Initial franchise fees result from the sale of a franchise license, which includes the use of the name, trademarks and proprietary methods. The franchise license is considered symbolic intellectual property and revenue related to the sale of this right is recognized at the agreed-upon contractual amount over the term of the initial franchise agreement.

### ***Referral Fees***

We have contractual arrangements with several national insurance companies to maintain a call center which receives and provides nonrecurring recovery and restoration referrals from the insurers to qualifying franchisees. We receive and recognize referral fees from franchisees at the agreed-upon contractual amount as revenue in the month the referral is issued.

### ***National Advertising Fund***

Franchisees contribute a percentage of customer-level revenue into a national advertising fund managed by us. In cases where we have ultimate control of the marketing and advertising, we recognize both revenue and expense for the amount earned.

### ***Advertising***

Advertising costs are expensed when the advertising occurs and are included in selling and administrative expenses. Advertising costs were \$32.9 million, \$19.2 million and \$15.6 million for the years ended December 31, 2023, 2022 and 2021, respectively. Advertising costs include national advertising fund expenses of \$19.0 million, \$18.1 million and \$14.5 million for the years ended December 31, 2023, 2022 and 2021, respectively, for which there is an equal amount recorded in revenue for the years ended December 31, 2023, 2022 and 2021.

### ***Stock Compensation***

The Company accounts for equity-based compensation in accordance with ASC 718, Compensation – Stock Compensation. Accordingly, in exchange for employee and director services, compensation is given in the form of equity awards. The equity awards are recorded based on the grant date fair value and expensed over the requisite service period for the respective award.

# **ServiceMaster OpCo Holdings, LLC and Subsidiaries**

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The Company's equity-based awards include profit interest time units and profits interest performance units issued by the Company, which vest based on either time or the achievement of certain performance conditions. The Company records forfeitures as they occur. Compensation expense resulting from time-based vesting awards is recognized in the Company's consolidated statements of operations and comprehensive loss, primarily within selling, general and administrative expenses, at the grant date fair value over the requisite service period. Compensation expense resulting from performance-based awards is recognized over the requisite service period when it is probable that the performance condition will be met. The calculated compensation expense for performance-based awards is adjusted based on an estimate of awards ultimately expected to vest. No performance-based compensation expense has been recorded by the Company as it is not deemed probable that the performance condition will be met.

The Company estimates grant date fair value using a Black-Scholes option pricing model that uses assumptions including expected volatility, expected term, and the expected risk-free rate of return. The Company has determined that the Black-Scholes option pricing model, as well as the underlying assumptions used in its application, is appropriate in estimating the fair value of its award grants.

For the year ended December 31, 2022, the Company has included \$5.1 million of share based compensation expense related to time-based vesting awards in the Statement of Member's Equity within contribution from RW Parent LLC ("RW Parent").

### **Income Taxes**

The Company is a single-member, limited liability corporation which has elected not to be taxed as a corporation, and consequently is not subject to U.S. federal or state income taxes. As such, for income tax purposes, the Company's earnings flow through directly to the Member.

### **Comprehensive Income**

Comprehensive income represents net income for the period plus the results of certain other changes in Members' equity. The Company's other comprehensive income is equal to its net income.

### **Reclassifications**

Certain amounts for prior years have been reclassified to conform with the current year financial statement presentation.

### **Newly Issued Accounting Standards**

The Company has reviewed all other recently issued, but not yet effective, accounting pronouncements and do not expect the future adoption of any such pronouncements will have a material impact on our financial condition or the results of our operations.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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## Notes to Consolidated Financial Statements

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### 3. Revenue

The following table presents our revenues, disaggregated by revenue source. We disaggregate revenue from contracts with customers into major customer acquisition channels. We determined that disaggregating revenue into these categories achieves the disclosure objective to depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

(in millions)	Years Ended December 31,		
	2023	2022	2021
<b>Major service line</b>			
Royalty fees	\$ 186.8	\$ 175.7	\$ 141.4
National accounts and self performed	106.7	101.4	123.3
National advertising fund revenue	19.0	18.1	14.5
Sales of products	2.6	10.5	12.0
Other	46.1	45.7	11.4
	<u>\$ 361.2</u>	<u>\$ 351.4</u>	<u>\$ 302.6</u>

#### Costs to Obtain a Contract With a Customer

The Company capitalizes the incremental costs of obtaining a contract with a customer, primarily commissions, and recognizes the expense on a straight-line basis, as adjusted to match the timing of revenue recognition, over the expected customer relationship period. As of December 31, 2023, 2022 and 2021, there was an immaterial amount of activity related to capitalizable cost to obtain a contract.

#### Contract Balances

We record a receivable related to revenue recognized on services once we have an unconditional right to invoice and receive payment in the future related to the services provided. All accounts receivables are recorded within accounts receivable, less allowances, on the consolidated statements of financial position.

Deferred revenue from initial franchise fees represents a contract liability and is recognized when cash payments are received in advance of the performance of services, including when the amounts are refundable. Amounts are recognized as revenue in proportion to the costs expected to be incurred in performing services under our contracts.

Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to taxing authorities.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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## Notes to Consolidated Financial Statements

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### 4. Intangible Assets

The table below summarizes the intangible asset balances:

(in millions)	December 31, 2023		
	Gross	Accumulated Amortization	Net
Trade names <sup>(1)</sup>	\$ 1,459.0	\$ -	\$ 1,459.0
Customer related <sup>(2)</sup>	178.2	(39.7)	138.5
Other <sup>(2)</sup>	52.6	(18.7)	33.9
	<u>\$ 1,689.8</u>	<u>\$ (58.4)</u>	<u>\$ 1,631.4</u>

  

(in millions)	December 31, 2022		
	Gross	Accumulated Amortization	Net
Trade names <sup>(1)</sup>	\$ 1,483.0	\$ -	\$ 1,483.0
Customer related <sup>(2)(3)</sup>	180.3	(24.7)	155.6
Other <sup>(2)</sup>	52.6	(13.5)	39.1
	<u>\$ 1,715.9</u>	<u>\$ (38.2)</u>	<u>\$ 1,677.7</u>

<sup>(1)</sup> Not subject to amortization

<sup>(2)</sup> These intangible assets are being amortized over the expected period of benefit, with a weighted average life of approximately 8.9 years and 9.1 years for the years ended December 31, 2023 and 2022, respectively. In addition, customer related includes franchise agreement.

<sup>(3)</sup> In 2022, the Company entered into two agreements (termination agreement dated March 11, 2022 and asset purchase agreement dated June 2, 2022) related to ServiceMaster Coordinator License Agreements (collectively, the "Coordinator Agreements") for \$47.9 million, which were capitalized into customer related intangible assets.

Amortization expense of \$20.7 million, \$19.6 million and \$15.1 million was recorded for the years ended December 31, 2023, 2022 and 2021, respectively.

For the existing intangible assets, we anticipate amortization expense for the next five years as follows:

(in millions)	2024	2025	2026	2027	2028
Amortization expense	\$ 20.6	\$ 20.6	\$ 19.8	\$ 18.7	\$ 18.7

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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### 5. Long-Term Debt, Net

Outstanding long-term debt consists of the following:

(in millions)	December 31,	
	2023	2022
Series 2020 Class A-2-I Notes, due January 2051	\$ 215.8	\$ 222.8
Series 2020 Class A-2-II Notes, due January 2051	388.4	401.0
Series 2020 Class A-1 Variable Rate Notes	10.0	-
Series 2021 Class A-2-1 Notes, due July 2051	143.5	148.1
Series 2021 Class A-2-II Notes, due July 2051	239.1	246.9
Notes payable		-
Debt issuance costs, net	<u>(17.1)</u>	<u>(19.8)</u>
Total long-term debt, including current portion	979.7	999.0
Amounts payable within one year	<u>(20.3)</u>	<u>(10.4)</u>
Long-term debt, net	<u>\$ 959.4</u>	<u>\$ 988.6</u>

Interest expense was \$31.6 million, \$32.4 million and \$27.8 million for all credit facilities described below for the years ended December 31, 2023, 2022 and 2021, respectively.

The debt issuance costs were capitalized and are shown net of the long-term debt on the consolidated statements of financial position. The debt issuance costs are amortized on a straight-line basis (which approximates the effective interest method) over the term of the respective notes. The Company recognized \$2.9 million, \$2.9 million and \$2.4 million of amortization expense for all credit facilities described above for the years ended December 31, 2023, 2022 and 2021, respectively.

### Future Minimum Principal Payments

(in millions)	Amount
2024	\$ 20.3
2025	10.3
2026	10.3
2027	10.3
2028	10.3
Thereafter	<u>935.3</u>
Total future minimum payments	<u>\$ 996.8</u>

# **ServiceMaster OpCo Holdings, LLC and Subsidiaries**

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## **Notes to Consolidated Financial Statements**

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### **2020 Securitized Notes**

On December 9, 2020 (the "2020 Securitization Date"), a series of agreements (collectively, the "2020 Indenture") were effectuated and gave rise to a revised legal entity structure of the Company's subsidiaries as well as the issuance of approximately \$750,000,000 of Notes by the Company's indirect wholly owned subsidiaries, ServiceMaster Funding LLC (the "Issuer") and ServiceMaster of Canada Limited ("Canada Limited" and, collectively, the "Co-Issuers"). Pursuant to the agreement the Co-Issuers issued \$250,000,000 of Series 2020-1 2.841% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-I (the "Class A-2-I Notes"), \$450,000,000 of Series 2020-1, 3.337% Fixed Rate Senior Secured Notes, Series 2020 Class A-2-II (the "Class A-2-II Notes"), and \$50,000,000 of variable funding notes, Series 2020 Class A-1 (the "Series 2020-1 Class A-1 Notes" and, collectively with the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes, the "2020 Notes"). Interest will accrue on the Series 2020-1 Class A-1 Notes at a variable rate depending on the outstanding amount drawn by the Co-Issuers from time to time thereunder, if any. The legal final maturity date of the Notes is in January 2051.

Unless earlier prepaid to the extent permitted, the 2020 Indenture provides for an anticipated repayment date of January 2028 for the Class A-2-I Notes and an anticipated repayment date of January 2031 for the Series 2020 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2020-1 Class A-1 Notes will expire in January 2026, subject to two automatic annual renewals at the election of the Co-Issuers if certain conditions are met.

The 2020 Notes have been guaranteed by indirect or direct wholly owned subsidiaries of the Company, ServiceMaster SPE Holdco LLC ("Holdco") and RW Canada Intermediate Ltd., as well as all of the subsidiaries of the Issuer (collectively, the "Guarantors"). The 2020 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2020 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2020 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default.

The 2020 Indenture also provides for quarterly principal amortization in respect of the Series 2020 Class A-2-I Notes and the Series 2020 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

### **2021 Senior Notes**

On July 30, 2021, in conjunction with the acquisition (See Note 5, Acquisitions) of Two Men and a Truck/International, Inc., the Co-Issuers entered into an agreement (the "2021 Indenture") for a senior note facility in an aggregate principal amount of \$400,000,000 with Citibank. The Issuer issued \$150,000,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-I, \$250,000,000 of Series 2021-1, 3.113% Fixed Rate Senior Secured Notes, Series 2021 Class A-2-II (the "2021 Notes"). The legal final maturity date of the Notes is in July 2051. The 2021 Indenture provides for an anticipated repayment date of July 2028 for the Series 2021 Class A-2-I Notes and an anticipated repayment date of July 2031 for the Series 2021 Class A-2-II Notes (as applicable, the "Anticipated Repayment Date"). The lending commitment under the Series 2021-1 Class A-1 Notes will expire in July 2026, subject to two automatic annual renewals at the election of the Issuer if certain conditions are met.

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The 2021 Notes are secured by substantially all of the assets of the Issuer and the Guarantors. The 2021 Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, (ii) maintenance of specified reserve accounts to be used to make required payments in respect of the 2021 Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The 2021 Notes are also subject to customary rapid amortization events provided for in the Indenture and customary events of default. The 2021 Indenture also provides for quarterly principal amortization in respect of the Series 2021 Class A-2-I Notes and the Series 2021 Class A-2-II Notes equal to 0.25% of their original principal amount through their respective Anticipated Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

Under the 2021 Amended and Restated Base Indenture, the Company makes weekly payments of principal and interest for the balances outstanding under the 2021 Notes and the 2020 Notes. The payments are remitted to the Trustee weekly based on retained collections during the previous weekly collection period. The Company classifies such advance debt payments during the period they are held by the Trustee in Prepaid Expenses and Other Assets. The balances of the advance debt payments held by the Trustee amounted to \$9.8 million, \$10.6 million and \$8.5 million as of December 31, 2023, 2022 and 2021, respectively.

### Letters of Credit

In connection with the Securitization, a commercial bank issued an interest reserve letter of credit in an amount up to \$8.9 million in favor of Citibank N.A. (the "Trustee") for the benefit of the senior noteholders and/or the servicer of the Securitization (each, a "Beneficiary"). The \$8.9 million funds will be made available to either Beneficiary in order for the Company to comply with the required interest reserve amounts pursuant to the Indenture (as defined in Note 5, *Long-term Debt, net*). The terms of the letter of credit automatically renew without an amendment on each anniversary of the date of issuance for a one-year period with a final expiry date of January 15, 2027. The Company intends to renew the letter of credit for as long as the Company holds the Notes (as defined in Note 5, *Long-term Debt, net*). As of December 31, 2023, no amounts were outstanding under the letter of credit.

The Company also has a letter of credit in the amount of \$6.5 million as of December 31, 2023, associated with a captive insurance program within TMTI. As of December 31, 2023, no amounts were outstanding under the letter of credit.

## 6. Leases

The Company accounts for leases under FASB ASC 842, Leases. We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use assets ("ROU"), net; current portion of lease liability; and long-term lease liability on the consolidated statements of financial position. Finance leases are included in property and equipment, net; current portion of finance lease liability and long-term finance lease liability and long-term debt on the consolidated statements of financial position.

Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments, including fixed nonlease components, over the lease term at commencement date. Lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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Leases, including subleases, with a lease term of 12 months or less are not recorded on the consolidated statements of financial position. Lease expense for minimum lease payments and fixed nonlease components is recognized on a straight-line basis over the lease term.

As of December 31, 2023 and 2022, no assets were recorded under finance leases. As of December 31, 2021, assets recorded under finance leases were \$0.1 million and accumulated depreciation associated with finance leases were \$0.1 million. The operating lease cost component of lease expense was \$3.6 million, \$2.3 million and \$2.4 million for the years ended December 31, 2023, 2022 and 2021, respectively. The finance lease cost, depreciation of finance lease ROU assets, short-term lease cost and variable lease cost components of lease expense were immaterial.

As the rates implicit in our leases are not readily determinable, we use a collateralized incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future payments.

We use the portfolio approach and group leases into categories by lease term length, applying the corresponding incremental borrowing rates to these categories of leases.

Supplemental cash flow information and other information for leases was as follows:

<i>(in millions, unless otherwise noted)</i>	<b>Years Ended December 31,</b>	
	<b>2023</b>	<b>2022</b>
<b>ROU assets obtained in exchange for lease obligations</b>		
Operating leases	\$ 2.3	\$ -
<b>Weighted average remaining lease term (in years)</b>		
Operating leases	7.4 years	8.5 years
<b>Weighted average discount rate</b>		
Operating leases	3.17 %	3.17 %

As of December 31, 2023, the finance leases included within current portion of finance lease liability and long-term portion of finance lease liability are immaterial on the consolidated statements of financial position. There was \$2.4 million and \$12.5 million of operating leases included within current portion of lease liability and long-term portion of lease liability, respectively, on the consolidated statements of financial position.



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Future minimum lease payments under noncancellable leases as of December 31, 2023 were as follows:

<i>(in millions)</i>	<b>Operating Leases</b>
<b>Year Ending December 31,</b>	
2024	\$ 2.5
2025	2.5
2026	2.6
2027	2.6
2028	2.5
Thereafter	3.9
Total future minimum lease payments	16.6
Less: Imputed interest	(1.7)
	<u>\$ 14.9</u>

### 7. Commitments and Contingencies

We lease certain property, equipment and warehouses under various operating lease arrangements. Most of the property leases provide that we pay taxes, insurance, and maintenance applicable to the leased premises. As leases for existing locations expire, we expect to renew the leases or substitute another location and lease. Please refer to Note 6, *Leases*, for further details.

In the ordinary course of conducting business activities, we are and may in the future become involved in various litigation and claims incidental to our business. The outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company. Based on currently available information, the Company is subject to certain claims for damages that are performed during the course of business. The Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

### 8. Management Services Agreement

The Company has a management agreement with a related party. Under the agreement, the Company pays fees for management services, which totaled approximately \$2.9 million, \$3.0 million and \$2.1 million for the years ended December 31, 2023, 2022 and 2021, respectively. The fees were recorded in the consolidated statements of operations and comprehensive income in selling and administrative expenses.

### 9. Equity Agreements and Equity Incentive Plan

RW Management Holdings LLC, a member of RW Parent, entered into the 2020 RW Management Holdings LLC Profits Interest Incentive Plan (the Equity Plan). The Equity Plan is designed to provide an incentive to employees of RW Parent or any of its subsidiaries.

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Under the Plan, interest units ("Unit Awards") of RW Parent may be issued to the employees of the Company or any of its subsidiaries. The Unit Awards are subject to the terms of the Equity Plan, as well as, the terms of the respective unit grant agreements, which among other matters, define the vesting term.

As of December 31, 2023, 2022 and 2021, RW Management Holdings LLC had approximately 132,800, 132,800 and 132,800 total Profits Interest Units reserved for issuance under the Equity Plan, respectively.

	<b>Profits Interest Time Units</b>	<b>Profits Interest Performance Units</b>
<b>December 31, 2020</b>	29,006	29,006
Granted	15,501	15,501
Forfeited	(4,150)	(4,150)
<b>December 31, 2021</b>	40,357	40,357
Granted	6,255	10,480
Forfeited	(17,070)	(25,569)
<b>December 31, 2022</b>	29,542	25,268
Granted	5,707	5,699
Forfeited	(8,228)	(8,234)
<b>End of Period – December 31, 2023</b>	27,021	22,733
Vested	12,562	-

The Company recognized \$1.0 million, \$5.1 million and \$5.1 million in compensation expense in selling and general administrative expenses in the consolidated statements of operations and comprehensive income for the Time-Vesting Units for the year ended December 31, 2023, 2022 and 2021, respectively, and is included in the consolidated statements of financial position in Members' Equity. As of December 31, 2023, no compensation expense for the Profits Interest Performance Units was recognized given that none of the performance criteria were met or probable.

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The fair value of all incentive units granted was estimated using a Black-Scholes option pricing model using the following assumptions:

	Years Ended December 31,		
	2023	2022	2021
Risk-free interest rate range	0.03%–4.92%	(1.6)%–1.9%	(1.9)%–(1.4)%
Expected volatility	26.9 %	28.2 %	26.4 %
Weighted-average expected option life (in years)	5.2 years	5.0 years	5.0 years
Weighted-average grant-date fair value	\$ 482.00	\$ 317.00	\$ 217.00
Dividend yield	0.00 %	0.00 %	0.00 %

The remaining unrecognized compensation expense for these awards were \$13.1 million, \$19.7 million and \$33.6 million as of December 31, 2023, 2022 and 2021, respectively.

The expected term of the incentive units is based on evaluations of historical and expected future employee exercise behavior. The risk-free interest rate is based on the U.S. Treasury rates at the date of grant with maturity dates approximately equal to the expected life at the grant date. Volatility is based on the historical volatility of several entities that are similar to the Company as the Company does not have sufficient historical transactions of its own shares on which to base expected volatility.

### 10. Disposals

During 2023, the Company sold the Furniture Medic and AmeriSpec businesses. The total cash consideration received for the sale was \$21.8 million, a loss of \$4.2 million was recognized, which is included in "Other expense" in the accompanying Consolidated Statements of Comprehensive Income.

### 11. Subsequent Events

The Company evaluated subsequent events from December 31, 2023 through April 29, 2024 the date the financial statements were available to be issued. There were no matters identified affecting the Company's financial position or requiring further disclosure.

**THE FOLLOWING FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.**

# **ServiceMaster OpCo Holdings, LLC and Subsidiaries**

**(An indirect wholly owned subsidiary of RW Purchaser, LLC)**

(Unaudited) Condensed Consolidated Financial Information

As of and for the three months ended March 31, 2024 and 2023

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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March 31, 2024 and 2023

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**ServiceMaster OpCo Holdings, LLC and Subsidiaries**  
**(Unaudited) Condensed Consolidated Statements of Operations and**  
**Comprehensive Income**

*(in millions)*

	2024	2023
<b>Revenue</b>	<b>\$ 80.5</b>	<b>\$ 90.8</b>
Cost of services rendered	24.0	33.1
Selling and administrative expenses	33.9	27.2
Depreciation and amortization expense	6.2	5.0
Operating expenses	64.1	65.3
<b>Operating income</b>	<b>16.4</b>	<b>25.5</b>
Interest expense	8.5	8.7
Other expense	0.3	4.3
<b>Net income and comprehensive income</b>	<b>\$ 7.6</b>	<b>\$ 12.5</b>

**ServiceMaster OpCo Holdings, LLC and Subsidiaries**  
**(Unaudited) Condensed Consolidated Statements of Financial Position**

<i>(in millions)</i>	<b>As at March 31, 2024</b>	<b>As at December 31, 2023</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 39.3	\$ 1.6
Restricted cash	2.6	15.8
Accounts receivable, less allowance	56.9	53.3
Current portion of notes receivable	0.8	0.9
Inventories	0.8	0.8
Prepaid expenses and other assets	15.1	16.4
<b>Total current assets</b>	<b>115.5</b>	<b>88.8</b>
Property and equipment, net	16.1	16.6
Right-of-use asset	13.2	13.5
Notes receivable, less allowance and current portion	2.1	2.3
Intangible assets, net	1,626.3	1,631.4
Other assets	0.5	0.4
<b>Total assets</b>	<b>\$ 1,773.7</b>	<b>\$ 1,753.0</b>
<b>Liabilities and Member's Equity</b>		
Accounts payable	\$ 11.6	\$ 11.7
Payroll and other employee benefits	16.4	13.0
Accrued advertising	3.4	4.0
Accrued interest payable	5.1	5.3
Deferred revenue	1.8	1.7
Current portion of lease liability	2.5	2.4
Current portion of long-term debt	40.3	20.3
Other current liabilities	1.1	0.9
<b>Total current liabilities</b>	<b>82.2</b>	<b>59.3</b>
Long-term debt, net of debt issuance costs and current portions	957.6	959.4
Long-term lease liability	12.1	12.5
Long-term portion of finance lease liability	—	0.3
Other long-term liabilities	5.8	4.8
<b>Total liabilities</b>	<b>1,057.7</b>	<b>1,036.3</b>
Member's equity	716.0	716.7
<b>Total liabilities and member's equity</b>	<b>\$ 1,773.7</b>	<b>\$ 1,753.0</b>



## **FDD EXHIBIT C**

### **STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

<b>STATE</b>	<b>STATE ADMINISTRATOR</b>	<b>AGENT FOR SERVICE OF PROCESS</b>
CALIFORNIA	Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 or (866) 275-2677	Commissioner of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, California 90013
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East Suite 280 St. Paul, MN 55101-2198

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Bureau of Investor Protection and Securities 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236	Secretary of State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Ave. State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Ave. State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
RHODE ISLAND	Securities Division Department of Business Regulations 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9585	Director of Business Regulation 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of the Division of Insurance South Dakota Department of Labor and Regulation Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk, Virginia State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division P. O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Director of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-9555	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

**LIST OF FRANCHISEES  
AS OF DECEMBER 31, 2023**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Phone</b>
Michael Sheheane	5554 Highway 431	Alexandria	AL	(256) 820-8281
Michael Sheheane	5554 Highway 431	Alexandria	AL	(256) 820-8281
Michael Sheheane	5554 Highway 431	Alexandria	AL	(256) 820-8281
Deanne Williams,Michael Williams	201 Vulcan Road, Suite 100	Birmingham	AL	(205) 942-2320
Deanne Williams,Michael Williams	201 Vulcan Road, Suite 100	Birmingham	AL	(205) 942-2320
Deanne Williams,Michael Williams	201 Vulcan Road, Suite 100	Birmingham	AL	(205) 942-2320
Christopher Hirst	4325 Midmost Drive	Mobile	AL	(251) 342-9520
Christopher Hirst	4325 Midmost Drive	Mobile	AL	(251) 342-9520
Christopher Hirst	4325 Midmost Drive	Mobile	AL	(251) 342-9520
Marty Smith	301 N. Shackleford Rd.	Little Rock	AR	(501) 221-2212
Marty Smith	301 N. Shackleford Rd.	Little Rock	AR	(501) 221-2212
Marty Smith	301 N. Shackleford Rd.	Little Rock	AR	(501) 221-2212
Jarod Stuart,Todd Stuart	319 W. Monroe	Lowell	AR	(479) 659-0850
Darryl Gregson	3545 E State Route 89A	Cottonwood	AZ	(928) 282-4567
Dana Busby,Stacy Thorkildson	Busby,Dana	Glendale	AZ	(602) 439-5311
Dana Busby,Stacy Thorkildson	2440 W. Mission Lane #11	Glendale	AZ	(602) 439-5311
Dana Busby,Stacy Thorkildson	2440 W. Mission Lane #11	Glendale	AZ	(602) 439-5311
Dana Busby,Stacy Thorkildson	2440 W. Mission Lane #11	Glendale	AZ	(602) 439-5311
Dana Busby,Stacy Thorkildson	2440 W. Mission Lane #11	Glendale	AZ	(602) 439-5311
Dana Busby,Stacy Thorkildson	2440 W. Mission Lane #11	Glendale	AZ	(602) 439-5311
Dana Busby,Stacy Thorkildson	2440 W. Mission Lane #11	Glendale	AZ	(602) 439-5311
Katie Wilson	1555 W Iron Springs Rd Ste 13	Prescott	AZ	(520) 307-0635
Katie Wilson	1555 W Iron Springs Rd Ste 13	Prescott	AZ	(928) 778-6243
Katie Wilson	2800 Sweetwater, B-10	Prescott	AZ	(928) 778-6243
Katie Wilson	2800 Sweetwater, B-10	Prescott	AZ	(928) 778-6243
Katie Wilson	2800 Sweetwater, B-10	Prescott	AZ	(928) 778-6243
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
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Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Adam Blomker	1713 Broadway Rd	Tempe	AZ	(480) 827-1684
Kevin Boesen, Cindy Boesen, Adriana Celaya	2816 North Campbell Ave.	Tucson	AZ	(520) 307-0635
Paul Kuiper	3489 E. Broadway	Tucson	AZ	(520) 306-7672
Sidne Allinger	432 Grass Valley Highway	Auburn	CA	(530) 823-3340
Terry Bollons	3081 Alhambra Dr #102	Cameron Park	CA	(530) 677-9035
Bob Cunningham,Jane Santos,Melina Cunningham	1328 White Oaks Road	Campbell	CA	(408) 377-0400
Bob Cunningham,Jane Santos,Melina Cunningham	1328 White Oaks Road	Campbell	CA	(408) 377-0400
Bob Cunningham,Jane Santos,Melina Cunningham	1328 White Oaks Road	Campbell	CA	(408) 377-0400

Name	Address	City	State	Phone
Bob Cunningham,Jane Santos,Melina Cunningham	1328 White Oaks Road	Campbell	CA	(408) 377-0400
Andy Gilbert,Cynthia Gilbert	3025 Esplanade	Chico	CA	(530) 342-4100
80303-Sheila Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Sheila Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Sheila Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Shelia Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Shelia Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Shelia Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Shelia Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Shelia Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Shelia Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
80303-Shelia Phillips	497 Vernon Way	El Cajon	CA	(619) 579-9205
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
Julie Giles,Thomas Ducey	934 S Andreasen Dr., Ste J	Escondido	CA	(760) 735-9068
George Bumb,Kimberly Bumb	8380 Church Street, Suite F	Gilroy	CA	(408) 848-5667
Beverly Mumm,Paula Mumm,Steve Mumm	11226 Gold Express Drive, #207	Gold River	CA	(925) 685-3750
Beverly Mumm,Paula Mumm,Steve Mumm	11226 Gold Express Drive, #207	Gold River	CA	(925) 685-3750
Beverly Mumm,Paula Mumm,Steve Mumm	11226 Gold Express Drive, #207	Gold River	CA	(925) 685-3750
Beverly Mumm,Paula Mumm,Steve Mumm	11226 Gold Express Drive, #207	Gold River	CA	(925) 685-3750
Beverly Mumm,Paula Mumm,Steve Mumm	11226 Gold Express Drive, #207	Gold River	CA	(925) 685-3750
Beverly Mumm,Paula Mumm,Steve Mumm	11226 Gold Express Drive, #207	Gold River	CA	(925) 685-3750
Gina Yi	16227 Devonshire Street	Granada Hills	CA	(818) 646-6568
Gina Yi	16227 Devonshire Street	Granada Hills	CA	(818) 646-6568
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Jeffrey Skadburg	923 E Turner Road	Lodi	CA	(559) 436-8909
Tzur Shalev	2040 Pacific Coast Hwy. Ste. Q	Lomita	CA	(310) 732-5880
Crystal Soles,Julia Hernandez	3314 Overland Ave	Los Angeles	CA	(661) 510-6825
Crystal Soles,Julia Hernandez	3314 Overland Ave	Los Angeles	CA	(661) 510-6825

Name	Address	City	State	Phone
Beverly Powell	1125 Lone Palm Ave Ste A	Modesto	CA	(209) 526-5576
Elizabeth Slade & Anthony Slade	5301 N. Commerce Avenue, #1	Moorpark	CA	(805) 506-4464
Ronald Ron Janix Florjancic	5301 N. Commerce Ave. #1	Moorpark	CA	(805) 529-2456
Greg Augustyn	2704 Transportation Ave #F	National City	CA	(619) 336-1612
Greg Augustyn	2704 Transportation Ave #F	National City	CA	(619) 336-1612
Clay Hubbard,Kathleen Hubbard,Michael Rosenthal	42005 Cook St	Palm Desert	CA	(760) 200-2333
Clay Hubbard,Kathleen Hubbard,Michael Rosenthal	42005 Cook St	Palm Desert	CA	(760) 200-2333
80187-Joseph Lawrence	8780 19th Street # 305	Rancho Cucamonga	CA	(909) 987-0103
80187-Joseph Lawrence	8780 19th Street # 305	Rancho Cucamonga	CA	(909) 987-0103
Justin Steltzner,Kate Steltzner	2038 Redwood Road	Redding	CA	(707) 257-8788
Justin Steltzner,Kate Steltzner	2038 Redwood Road	Redding	CA	(707) 257-8788
80289-Katherine Manhart	12480 San Pablo Avenue	Richmond	CA	(510) 231-2205
80289-Katherine Manhart	12480 San Pablo Avenue	Richmond	CA	(510) 231-2205
80289-Katherine Manhart	12480 San Pablo Avenue	Richmond	CA	(510) 231-2205
Jennifer McMahan	203 Panamint	Ridgecrest	CA	(760) 371-1428
Diane Luders,Michael Luders,Saul Perez	1405 Spruce Street, Suite D	Riverside	CA	(951) 637-9000
Diane Luders,Michael Luders,Saul Perez	1405 Spruce Street, Suite D	Riverside	CA	(951) 637-9000
Diane Luders,Michael Luders,Saul Perez	1405 Spruce Street, Suite D	Riverside	CA	(951) 637-9000
Diane Luders,Michael Luders,Saul Perez	1405 Spruce Street, Suite D	Riverside	CA	(951) 637-9000
80008-Alejandra Ahaev,Debra Morris,Mike Morris,Victor Ahaev	365 Victor St. Suite, B	Salinas	CA	(831) 424-6243
Yaser Amireh	2299 Sutter St	San Francisco	CA	(415) 221-6243
Yaser Amireh	2299 Sutter St	San Francisco	CA	(415) 221-6243
Yaser Amireh	2299 Sutter St	San Francisco	CA	(415) 221-6243
Yaser Amireh	2299 Sutter St	San Francisco	CA	(415) 221-6243
Yaser Amireh	2299 Sutter St	San Francisco	CA	(415) 221-6243
Michael Morris	3680-F Charter Park Drive	San Jose	CA	(408) 978-6243
Michael Morris	3680-F Charter Park Drive	San Jose	CA	(408) 978-6243
80009-Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(510) 614-6243
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830
Alejandra Ahaev,Michelle Ahaev,Victor Ahaev	14204 Doolittle Drive	San Leandro	CA	(209) 983-4830

Name	Address	City	State	Phone
Kevin Kirby	285 Prado Road, Ste. A	San Luis Obispo	CA	(805) 542-9400
Karolynne Johnson,Vincent Johnson	1715 East Wilshire Avenue Suite 713	Santa Ana	CA	(714) 245-2700
Karolynne Johnson,Vincent Johnson	1715 East Wilshire Avenue Suite 713	Santa Ana	CA	(714) 245-2700
Karolynne Johnson,Vincent Johnson	1715 East Wilshire Avenue Suite 713	Santa Ana	CA	(714) 245-2700
Karolynne Johnson,Vincent Johnson	1715 East Wilshire Avenue Suite 713	Santa Ana	CA	(714) 245-2700
Karolynne Johnson,Vincent Johnson	1715 East Wilshire Avenue Suite 713	Santa Ana	CA	(714) 245-2700
Karolynne Johnson,Vincent Johnson	1715 East Wilshire Avenue Suite 713	Santa Ana	CA	(714) 245-2700
Iveth Rivera	31E. Bonita Ave	Sierra Madre	CA	(626) 240-8628
Maria Lucita Liwanag,Veronica Miller	2841 Gundry Ave	Signal Hill	CA	(877) 493-2671
Maria Lucita Liwanag,Veronica Miller	2841 Gundry Ave	Signal Hill	CA	(877) 493-2671
Maria Lucita Liwanag,Veronica Miller	2841 Gundry Ave	Signal Hill	CA	(877) 493-2671
Maria Lucita Liwanag,Veronica Miller	2841 Gundry Ave	Signal Hill	CA	(877) 493-2671
Abebe Desalegne	1180 Miraloma Way Ste I	Sunnyvale	CA	(408) 773-9291
Abebe Desalegne	1180 Miraloma Way Ste I	Sunnyvale	CA	(408) 773-9291
Abebe Desalegne	1180 Miraloma Way Ste I	Sunnyvale	CA	(408) 773-9291
Abebe Desalegne	1180 Miraloma Way Ste I	Sunnyvale	CA	(408) 773-9291
Tom Suharik,Wendy Suharik	921 A Merchant Street	Vacaville	CA	(707) 747-0787
Tom Suharik,Wendy Suharik	921 A Merchant Street	Vacaville	CA	(707) 747-0787
Tom Suharik,Wendy Suharik	921 A Merchant Street	Vacaville	CA	(707) 747-0787
Jaime Penaherrera	1517 Tennessee Street	Vallejo	CA	(707) 227-9747
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Maria Eichwald,Ricardo Eichwald	14741 Kittridge Street	Van Nuys	CA	(818) 994-4726
Trina Hopkins and Douglas Skates	2600 S. Parker Road,Suite 7-173	Aurora	CO	(303) 366-6927
Bradley Nolan,Eileen Skillingberg,Jason Skillingberg,Jennifer Zadel	161 Saturn Drive #3	Boulder	CO	(303) 530-7085
Bradley Nolan,Eileen Skillingberg,Jason Skillingberg,Jennifer Zadel	161 Saturn Drive #3	Boulder	CO	(303) 530-7085
Bradley Nolan,Eileen Skillingberg,Jason Skillingberg,Jennifer Zadel	161 Saturn Drive #3	Boulder	CO	(303) 530-7085
Penny Boyd	3958 N Academy Blvd	Colorado Springs	CO	(719) 596-3263

Name	Address	City	State	Phone
Penny Boyd	3958 N Academy Blvd	Colorado Springs	CO	(719) 596-3263
Penny Boyd	3958 N Academy Blvd	Colorado Springs	CO	(719) 596-3263
Robley Carpenter	2369 S Trenton Way, Suite P	Denver	CO	(303) 358-6128
Molly Neifert,Todd Neifert	57 Edwards Access Road, Suite 22	Eagle	CO	(970) 855-0428
Naomi Bellavia,Victor Bellavia	560 S. Commercial Drive	Grand Junction	CO	(970) 244-8597
Kelly Elton, Mary Ellen Haugum Kinney	Sereda, Kelly M.	Lakewood	CO	(303) 985-0251
John Szostak	210 W. 8th Street	Parker	CO	(303) 841-0441
John Szostak	210 W. 8th Street	Parker	CO	(303) 841-0441
John Szostak	210 W. 8th Street	Parker	CO	(303) 841-0441
Chris Greene	12011 Tejon Street, Suite #600	Westminster	CO	(303) 450-7235
Chris Greene	12011 Tejon Street, Suite #600	Westminster	CO	(303) 450-7235
Kelly Marie Elton,Stefan Elton	4875 Ward Road	Wheatridge	CO	(720) 296-3951
Kelly Marie Elton,Stefan Elton	4875 Ward Road	Wheatridge	CO	(720) 296-3951
Larry Twain,Mary Anne Twain	11 Sycamore Way Unit 103	Branford	CT	(203) 488-5977
Larry Twain,Mary Anne Twain	11 Sycamore Way Unit 103	Branford	CT	(203) 488-5977
John Buckridge	19 George Street	East Hartford	CT	(860) 563-8367
John Buckridge	19 George Street	East Hartford	CT	(860) 563-8367
John Buckridge	19 George Street	East Hartford	CT	(860) 563-8367
P.T.M., Inc	665 New Brunswick	Fairfield	CT	(203) 260-4825
P.T.M., Inc	665 New Brunswick	Fairfield	CT	(203) 260-4825
P.T.M., Inc	665 New Brunswick	Fairfield	CT	(203) 260-4825
P.T.M., Inc.	18 Halley Court	Fairfield	CT	(203) 260-4825
Matthew Eigner	1186 South Main Street	Milford	CT	(203) 783-9505
Matthew Eigner	1186 South Main Street	Milford	CT	(203) 783-9505
Matthew Eigner	1186 South Main Street	Milford	CT	(203) 783-9505
Matthew Eigner	1186 South Main Street	Milford	CT	(203) 783-9505
Steven Rosenzweig	18 Halley Court	Perth Amboy	CT	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	CT	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	CT	(732) 826-8777
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Steven Rosenzweig	18 Halley Court	Perth Amboy	CT	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	CT	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	CT	(732) 826-8777
Lesley Horman	110 West Road, Suite 218	Collegeville	DE	(610) 489-4469
Lesley Horman	110 West Road, Suite 218	Collegeville	DE	(610) 489-4469
Lesley Horman	110 West Road, Suite 218	Collegeville	DE	(610) 489-4469
Lesley Horman	110 West Road, Suite 218	Collegeville	DE	(610) 489-4469
Robert R. Ware	30 S American Ave	Dover	DE	(302) 698-9038
80223-Lindsay Willard,Mark Willard	267 Airport-Pulling Rd	Cape Coral	FL	<b>(239) 591-4500</b>
Bridie Walsh,Donald Walsh	1300 N Cocoa Blvd #D	Cocoa	FL	(321) 632-5014
Bridie Walsh,Donald Walsh	1300 N Cocoa Blvd #D	Cocoa	FL	(321) 632-5014
Jose Ricardo Lichtle Elizaga,Nidia Lara	1525 NW 3rd St.	Deerfield Beach	FL	(832) 210-6077
Jose Ricardo Lichtle Elizaga,Nidia Lara	1525 NW 3rd St.	Deerfield Beach	FL	(832) 210-6077
Jose Ricardo Lichtle Elizaga,Nidia Lara	1525 NW 3rd St.	Deerfield Beach	FL	(832) 210-6077
Jose Ricardo Lichtle Elizaga,Nidia Lara	1525 NW 3rd St.	Deerfield Beach	FL	(832) 210-6077
Pierino De Gruttola	610 Deltona Blvd., Unit C	Deltona	FL	(386) 860-0435
Gracie Eastman,Sylvia Clayton,William Eastman	4390 West 35th Street	Fern Park	FL	(407) 331-5266
Mike Williams, Rene' Williams	215 E. 31st Street	Fernandina Beach	FL	(904) 261-6262

Name	Address	City	State	Phone
Thomas Kershaw	722-A N. W. Beal Parkway	Fort Walton Beach	FL	(850) 864-1225
Fred Surgeon	2990 Sunnyside School Road	Gainesville	FL	(352) 727-4400
Fred Surgeon	2990 Sunnyside School Road	Gainesville	FL	(352) 727-4400
Fred Surgeon	2990 Sunnyside School Road	Gainesville	FL	(352) 727-4400
Garret Weigel	85355 Baymeadows Road, Suite 39	Jacksonville	FL	(904) 737-6666
Garret Weigel	85355 Baymeadows Road, Suite 39	Jacksonville	FL	(904) 737-6666
Garret Weigel	3787 62nd Avenue North	Jacksonville	FL	(904) 737-6666
Garret Weigel	85355 Baymeadows Road, Suite 39	Jacksonville	FL	(904) 737-6666
Garret Weigel	85355 Baymeadows Road, Suite 39	Jacksonville	FL	(904) 737-6666
Garret Weigel	85355 Baymeadows Road, Suite 39	Jacksonville	FL	(904) 737-6666
Garret Weigel	85355 Baymeadows Road, Suite 39	Jacksonville	FL	(904) 737-6666
Garret Weigel	3787 62nd Avenue North	Jacksonville	FL	(904) 737-6666
Garret Weigel	3787 62nd Avenue North	Jacksonville	FL	(904) 737-6666
Elizabeth DiGiovanna,Guy DiGiovanna	9738 U.S. Highway 441 #102	Leesburg	FL	(352) 253-0068
Darci Hartman,Mike Hartman	502C-2 Capital Circle SE	Lynn Haven	FL	(850) 386-2205
80222-Lilian Smith	12491 SW 134 Court #30	Miami	FL	(305) 238-1119
Sharon Mendoza	4307 SW 186th Street	Miramar	FL	(214) 274-7156
80223-Lindsay Willard,Mark Willard	267 Airport - Pulling Road S	Naples	FL	(239) 591-4500
Lindsay Willard,Mark Willard	267 Airport - Pulling Road S	Naples	FL	(239) 591-4500
80082-Mary Sue Covington,Matt Gour	12763 Taiami Trail South	North Port	FL	(941) 255-5656
Fred Surgeon	2990 Sunnyside School Road	Ocala	FL	(352) 727-4400
Fred Surgeon	2990 Sunnyside School Road	Ocala	FL	(352) 727-4400
Fred Surgeon	2990 Sunnyside School Road	Ocala	FL	(352) 727-4400
Fred Surgeon	2990 Sunnyside School Road	Ocala	FL	(352) 727-4400
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	2131 NW 139th Street	Opa Locka	FL	(786) 464-9933
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	2131 NW 139th Street	Opa Locka	FL	(786) 464-9933
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	2131 NW 139th Street	Opa Locka	FL	(786) 464-9933
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	2131 NW 139th Street	Opa Locka	FL	(786) 464-9933
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	2131 NW 139th Street	Opa Locka	FL	(786) 464-9933
Gracie Eastman,Sylvia Clayton,William Eastman	4390 West 35th Street	Orlando	FL	(407) 447-7554
Gracie Eastman,Sylvia Clayton,William Eastman	4390 West 35th Street	Orlando	FL	(407) 447-7554
Fred Surgeon	2990 Sunnyside School Road	Pensacola	FL	(850) 479-9033
Fred Surgeon	2990 Sunnyside School Road	Pensacola	FL	(850) 479-9033
Fred Surgeon	2990 Sunnyside School Road	Pensacola	FL	(850) 479-9033
Fred Surgeon	2990 Sunnyside School Road	Pensacola	FL	(850) 479-9033
80007-Albertha Steenkamp,Johan Steenkamp	8051 N. Tamiami Trail Suite E6	Port St Lucie	FL	(360) 733-5344
80011-Alicia Figuerola;Orlando Figuerola	1236 Whitfield Ave.	Sarasota	FL	(941) 753-1358
80011-Alicia Figuerola;Orlando Figuerola	1236 Whitfield Ave.	Sarasota	FL	(941) 753-1358
80011-Alicia Figuerola;Orlando Figuerola	1236 Whitfield Ave.	Sarasota	FL	(941) 753-1358
Alicia Figuerola,Orlando Figuerola	1236 Whitfield Ave.	Sarasota	FL	(941) 753-1358
Alicia Figuerola,Orlando Figuerola	1236 Whitfield Ave.	Sarasota	FL	(941) 753-1358



Name	Address	City	State	Phone
Fred Surgeon	2990 Sunnyside School Road	South Daytona	FL	(386) 760-4040
Gracie Eastman,Sylvia Clayton,William Eastman	200 Malaga St Suite 7	St. Augustine	FL	(904) 827-9699
Darci Hartman,Mike Hartman	502C-2 Capital Circle SE	Tallahassee	FL	(850) 386-2205
Christopher White,Debby Weigel,Jan White,Larry Weigel	11920 Race Track Rd.	Tampa	FL	(813) 814-9514
Christopher White,Debby Weigel,Jan White,Larry Weigel	11920 Race Track Rd.	Tampa	FL	(813) 515-7181
Christopher White,Debby Weigel,Jan White,Larry Weigel	11920 Race Track Rd.	Tampa	FL	(813) 515-7181
Christopher White,Debby Weigel,Jan White,Larry Weigel	11920 Race Track Rd.	Tampa	FL	(813) 814-9514
Christopher White,Debby Weigel,Jan White,Larry Weigel	11920 Race Track Rd.	Tampa	FL	(813) 814-9514
80313-Matthew Gour, Mary Sue Covington	925 S. Tamiami Trail Unit B	Venice	FL	(941) 882-3085
80007-Albertha Steenkamp,Johan Steenkamp	1309 Coffeen Ave Ste 1200	Vero Beach	FL	(360) 733-5344
80168-Jennifer Bohan,Regina Natoli	909 S. Military Trail	West Palm Beach	FL	(561) 493-8455
80168-Jennifer Bohan,Regina Natoli	909 S. Military Trail	West Palm Beach	FL	(561) 493-8455
Jennifer Bohan,Regina Natoli	909 S. Military Trail	West Palm Beach	FL	(561) 493-8455
Jennifer Bohan,Regina Natoli	909 S. Military Trail	West Palm Beach	FL	(561) 493-8455
Barbara Sequenzia	209 Avenue G SW	Winter Haven	FL	(863) 293-6188
80301-Jerod and Jalisa Watson	3459 Acworth Due West #561	Acworth	GA	(770) 529-4401
Kathy Lyons	6548 Highway 92 Ste 120	Acworth	GA	(770) 592-4444
Deanne Williams,Michael Williams	1180 McKendree Church Rd #103	Alpharetta	GA	(770) 552-7114
Deanne Williams,Michael Williams	1180 McKendree Church Rd #103	Alpharetta	GA	(770) 552-7114
Deanne Williams,Michael Williams	1180 McKendree Church Rd #103	Alpharetta	GA	(770) 552-7114
Angie Smith,Joseph Smith	160 Gaines School Road, Suite C	Athens	GA	(706) 583-1844
Edward Brown, Kimberly Brown	128 Davis Road	Conyers	GA	(706) 650-2409
Tara and Wesley Brackett	217 B N Hamilton Street	Dalton	GA	(678) 986-9673
Brad Smith	1525 Senoia Rd, Suite A	Decatur	GA	(770) 602-2900
Charles Praigg	1203 48th Avenue North, Suite 205	Gainesville	GA	(678) 989-0800
Charles Praigg	1203 48th Avenue North, Suite 205	Gainesville	GA	(678) 989-0800
80041-Brad Smith	1525 Senoia Rd, Suite A	Hiram	GA	(470) 802-8001
Deanne Williams,Michael Williams	1180 McKendree Church Rd #103	Lawrenceville	GA	(770) 962-5823
Deanne Williams,Michael Williams	1180 McKendree Church Rd #103	Lawrenceville	GA	(770) 962-5823
Deanne Williams,Michael Williams	1180 McKendree Church Rd #103	Lawrenceville	GA	(770) 962-5823
Deanne Williams,Michael Williams	1180 McKendree Church Rd #103	Lawrenceville	GA	(770) 962-5823
Brad Smith	1990 Old Covington Road NE Suite 8	Locust Grove	GA	(770) 602-2900
Brad Smith	1990 Old Covington Road NE Suite 8	Locust Grove	GA	(770) 602-2900
80309-Richard Rivera, Johnathan Cuttino, Kirk Phillips	1057 Parkway Drive, Suite A	Macon	GA	(757) 971-1625
Jeff Hawkins,Tamara Hawkins	2804 Cobb Ln	Marietta	GA	(770) 272-9570
Jeff Hawkins,Tamara Hawkins	2804 Cobb Ln	Marietta	GA	(770) 272-9570

Name	Address	City	State	Phone
80126-Brown Family Holdings LLC	128 Davis Road	Martinez	GA	(706) 650-2409
Edward Brown,Kimberly Brown	128 Davis Road	Martinez	GA	(803) 593-0077
Edward Brown,Kimberly Brown	128 Davis Road	Martinez	GA	(803) 593-0077
Edward Brown,Kimberly Brown	128 Davis Road	Martinez	GA	(803) 593-0077
Edward Brown,Kimberly Brown	128 Davis Road	Martinez	GA	(803) 593-0077
Edward Brown,Kimberly Brown	128 Davis Road	Martinez	GA	(803) 593-0077
Tara & Wesley Brackett	1214 Radio Springs Rd SW	Rome	GA	(706) 235-8811
Tara & Wesley Brackett	1214 Radio Springs Rd SW	Rome	GA	(706) 235-8811
Chuck Parker,Donna Parker	1302 S 39th St	Savannah	GA	(912) 356-3366
Brad Smith	1990 Old Covington Road NE Suite 8	Tyrone	GA	(770) 486-1166
Marty Smith	5415 16th Street SW, Unit B	Cedar Rapids	IA	(319) 396-3630
Marty Smith	5415 16th Street SW, Unit B	Cedar Rapids	IA	(319) 396-3630
Barbara Sequenzia	38 Benton Street	Council Bluffs	IA	(712) 322-1010
Douglas Johnson,Leslie Johnson US	304 NE 74 Terrace	Des Moines	IA	(515) 264-1060
Douglas Johnson,Leslie Johnson US	304 NE 74 Terrace	Des Moines	IA	(515) 264-1060
Douglas Johnson,Leslie Johnson US	304 NE 74 Terrace	Des Moines	IA	(515) 264-1060
80365-Kimberly Luedtke; Michael Luedtke	3185 Hughes Court	Dubuque	IA	(563) 583-9144
80365-Kimberly Luedtke; Michael Luedtke	3185 Hughes Court	Dubuque	IA	(563) 583-9144
Gavin Mobraten,Piper Mobraten	800 S. Industry Way, Suite 310	Meridian	ID	(208) 888-3332
Gavin Mobraten,Piper Mobraten	800 S. Industry Way, Suite 310	Meridian	ID	(208) 888-3332
80297-Abigail Thompson	1730 Powder Horn Drive	Algonquin	IL	(708) 400-5426
Dharmesh Patel,Kyle Dodd,Roy Silkwood	5733 West Irving Park	Chicago	IL	(773) 463-2780
Dharmesh Patel,Kyle Dodd,Roy Silkwood	55 South Villa Avenue Suite B	Chicago	IL	(773) 463-2780
Dharmesh Patel,Kyle Dodd,Roy Silkwood	55 South Villa Avenue Suite B	Chicago	IL	(773) 463-2780
Dharmesh Patel,Kyle Dodd,Roy Silkwood	5733 West Irving Park	Chicago	IL	(773) 463-2780
Dharmesh Patel,Kyle Dodd,Roy Silkwood	5733 West Irving Park	Chicago	IL	(773) 463-2780
Robert Hightower	215 E. 31st Street	Chicago	IL	(312) 624-8943
80248-Michael Longbons	615 South Dennis Ave	Decatur	IL	(217) 764-3112
Joshua Donaldson,Thelma Donaldson	101 National Road	East Peoria	IL	(309) 698-1977
Dharmesh Patel,Kyle Dodd,Roy Silkwood	1925 W Hwy 50	Fairview Heights	IL	(618) 628-0870
Dharmesh Patel,Kyle Dodd,Roy Silkwood	1925 W Hwy 50	Fairview Heights	IL	(618) 628-0870
Dharmesh Patel,Kyle Dodd,Roy Silkwood	1925 W Hwy 50	Fairview Heights	IL	(618) 628-0870
Dharmesh Patel,Kyle Dodd,Roy Silkwood	1925 W Hwy 50	Fairview Heights	IL	(618) 628-0870
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	888 E Belvidere Road Ste 201	Grayslake	IL	(847) 543-1070
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	888 E Belvidere Road Ste 201	Grayslake	IL	(847) 543-1070
Perla V. Gutierrez Jaramillo,Sergio Oropeza Ruiz	888 E Belvidere Road Ste 201	Grayslake	IL	(847) 543-1070
Sergio Oropeza Ruiz & Perla V.	835 Virginia Rd Ste J	Grayslake	IL	(815) 444-7220

Name	Address	City	State	Phone
Gutierrez Jaramillo				
Sergio Oropeza Ruiz & Perla V. Gutierrez Jaramillo	835 Virginia Rd Ste J	Grayslake	IL	(815) 444-7220
Beth Pinzer	7600 75th Street, Suite 112	Gurnee	IL	(847) 249-7005
Beth Pinzer	7600 75th Street, Suite 112	Gurnee	IL	(847) 249-7005
80134-Evelin Lopez,Olga Rodriguez	8302 S 88th Avenue	Justice	IL	(708) 839-1777
80134-Evelin Lopez,Olga Rodriguez	8302 S 88th Avenue	Justice	IL	(708) 839-1777
Jackie Franklin,Joyce Schirmer	2058 Coltonville Rd.	Machesney Park,	IL	(815) 977-3225
80070-Christel Bates	600 Industrial Drive, Suite 101-A	Naperville	IL	(630) 687-9765
80070-Christel Bates	600 Industrial Drive, Suite 101-A	Naperville	IL	(630) 637-1474
80070-Christel Bates	600 Industrial Drive, Suite 101-A	Naperville	IL	(630) 637-1474
80070-Christel Bates	600 Industrial Drive, Suite 101-A	Naperville	IL	(630) 637-1474
80070-Christel Bates	600 Industrial Drive, Suite 101-A	Naperville	IL	(630) 637-1474
Christel Bates	600 Industrial Drive, Suite 101-A	Naperville	IL	(630) 637-1474
Dharmesh Patel,Kyle Dodd,Roy Silkwood	1702 W. College Ave.	Normal	IL	(309) 661-1726
Brenda Ericson,David Ericson	102 Davis Avenue	Rockdale	IL	(815) 744-5344
Brenda Ericson,David Ericson	421 East State Street	Rockdale	IL	(815) 744-5344
Brenda Ericson,David Ericson	421 East State Street	Rockdale	IL	(815) 744-5344
80203-Ken Krantz	1728 W Wise Road	Schaumburg	IL	(847) 361-4727
Ken Krantz	1728 W Wise Road	Schaumburg	IL	(847) 361-4727
Michael Longbons	615 South Dennis Ave	Springfield	IL	(217) 698-3112
Jackie Franklin,Joyce Schirmer	2058 Coltonville Rd.	Sycamore	IL	(815) 895-2211
Jeff Frey	510 N Cunningham Ste 3	Urbana	IL	(217) 337-6131
Meran P. Lee,Steven Knous	300 Marquardt Drive	Wheeling	IL	(847) 279-7002
Meran P. Lee,Steven Knous	300 Marquardt Drive	Wheeling	IL	(847) 279-7002
Meran P. Lee,Steven Knous	300 Marquardt Drive	Wheeling	IL	(847) 279-7002
Meran P. Lee,Steven Knous	300 Marquardt Drive	Wheeling	IL	(847) 279-7002
Meran P. Lee,Steven Knous	300 Marquardt Drive	Wheeling	IL	(847) 279-7002
Meran P. Lee,Steven Knous	300 Marquardt Drive	Wheeling	IL	(847) 279-7002
Meran P. Lee,Steven Knous	300 Marquardt Drive	Wheeling	IL	(847) 279-7002
Andrea Tank,Glenn Tank	4999 North State Road 9	Anderson	IN	(765) 289-4499
Andrea Tank,Glenn Tank	4999 North State Road 9	Anderson	IN	(765) 289-4499
Andrea Tank,Glenn Tank	4999 North State Road 9	Anderson	IN	(765) 289-4499
Eric Schneider	2536 E Stop 11 Road	Bloomington	IN	(812) 323-0934
Nathan Scheller	125 N Weinbach Suite 530	Evansville	IN	(812) 471-8880
Tawfic Tillawi,Thomas Tillawi	4536 Parnell Avenue	Fort Wayne	IN	(260) 484-7920
80356- Lynn Schneider	13011 South Hampton Court	Indianapolis	IN	(317) 257-8000
80356- Lynn Schneider	13011 South Hampton Court	Indianapolis	IN	(317) 257-8000
80356-Lynn Schneider	13011 South Hampton Court	Indianapolis	IN	(317) 257-8000
80356-Lynn Schneider	13011 South Hampton Court	Indianapolis	IN	(317) 257-8000
80356-Lynn Schneider	13011 South Hampton Court	Indianapolis	IN	(317) 257-8000
Eric Schneider	2536 E Stop 11 Road	Indianapolis	IN	(317) 243-0330
Eric Schneider	2536 E Stop 11 Road	Indianapolis	IN	(317) 243-0330
Kim Garbison,Timothy Garbison	3829 Union Street	Lafayette	IN	(765) 463-5001
Kimberly Hinkly,Stanton Hinkly	211 SW 33rd Street	Lawrence	KS	(785) 842-2410
Corinna Ruckert,Sharon Hoffman	Ruckert,Corinna	Manhattan	KS	(785) 537-6243
Kimberly Hinkly,Stanton Hinkly	211 SW 33rd Street	Overland Park	KS	(913) 403-0813
Kimberly Hinkly,Stanton Hinkly	6244 Merriam Drive	Overland Park	KS	(913) 403-0813
Kimberly Hinkly,Stanton Hinkly	6244 Merriam Drive	Overland Park	KS	(913) 403-0813
Kimberly Hinkly,Stanton Hinkly	211 SW 33rd Street	Overland Park	KS	(913) 403-0813
Kimberly Hinkly,Stanton Hinkly	6244 Merriam Drive	Overland Park	KS	(913) 403-0813
Sara Nelson, Lance Nelson	750 Duvall Avenue	Salina	KS	(785) 825-8636

Name	Address	City	State	Phone
Kimberly Hinkly,Stanton Hinkly	211 SW 33rd Street	Topeka	KS	(785) 273-3422
David Lazarus	425 E. Harry	Wichita	KS	(316) 832-9009
David Lazarus	425 E. Harry	Wichita	KS	(316) 832-9009
David Lazarus	425 E. Harry	Wichita	KS	(316) 832-9009
Marsha Wyzykowski,Peter Wyzykowski,Shania Smith	1051 Searcy Way	Bowling Green	KY	(270) 781-4377
Mark Williams	9886 Colerain Ave	Covington	KY	(513) 805-1154
Joanne Hartnack,Steve Hartnack	2591 Palumbo Drive Unit 4	Lexington	KY	(859) 266-8947
Joanne Hartnack,Steve Hartnack	2591 Palumbo Drive Unit 4	Lexington	KY	(859) 266-8947
Joanne Hartnack,Steve Hartnack	2591 Palumbo Drive Unit 4	Louisville	KY	(502) 493-0191
Joanne Hartnack,Steve Hartnack	1410 Charlestown New Albany Road	Louisville	KY	(502) 493-0191
Joanne Hartnack,Steve Hartnack	2591 Palumbo Drive Unit 4	Louisville	KY	(502) 493-0191
Joanne Hartnack,Steve Hartnack	2591 Palumbo Drive Unit 4	Louisville	KY	(502) 493-0191
Elizabeth Scheller,Nathan Scheller	125 N Weinbach Suite 530	Owensboro	KY	(270) 685-3819
Barbara Royce,David Royce,Dawn M. Gravley	628 Papworth Ave, Suite A	Metairie	LA	(504) 849-0411
Barbara Royce,David Royce,Dawn M. Gravley	628 Papworth Ave, Suite A	Metairie	LA	(504) 849-0411
Barbara Royce,David Royce,Dawn M. Gravley	628 Papworth Ave, Suite A	Metairie	LA	(504) 849-0411
Barbara Royce,David Royce,Dawn M. Gravley	628 Papworth Ave, Suite A	Metairie	LA	(504) 849-0411
David Cantu	1458 Hawn Avenue	Shreveport	LA	(318) 222-2437
Don Ducote,Jessica Ducote	814 Fortune Rd Suite 106	Youngsville	LA	(337) 857-5522
Don Ducote,Jessica Ducote	814 Fortune Rd Suite 106	Youngsville	LA	(337) 857-5522
Don Ducote,Jessica Ducote	814 Fortune Rd Suite 106	Youngsville	LA	(337) 857-5522
Samuel Bergman	651 Gallivan Blvd.	Boston	MA	(617) 268-1706
Samuel Bergman	651 Gallivan Blvd.	Boston	MA	(617) 268-1706
Samuel Bergman	651 Gallivan Blvd.	Boston	MA	(617) 268-1706
Samuel Bergman	651 Gallivan Blvd.	Boston	MA	(617) 268-1706
Samuel Bergman	651 Gallivan Blvd.	Boston	MA	(617) 268-1706
Pamela Shwayder	38 Mechanic Street	Foxboro	MA	(508) 698-9779
Pamela Shwayder	38 Mechanic Street	Foxboro	MA	(508) 698-9779
Pamela Shwayder	38 Mechanic Street	Foxboro	MA	(508) 698-9779
Pamela Shwayder	38 Mechanic Street	Foxboro	MA	(508) 698-9779
Pamela Shwayder	38 Mechanic Street	Foxboro	MA	(508) 698-9779
Mary Selig	95R Maplewood Avenue	Gloucester	MA	(978) 283-5600
Mary Selig	95R Maplewood Avenue	Gloucester	MA	(978) 283-5600
David Baughman,Michael Baughman	22 Spencer Street	Hanover	MA	(781) 829-8803
David Baughman,Michael Baughman	22 Spencer Street	Hanover	MA	(781) 829-8803
Kevin Tomlinson	16 Maple Street	Holyoke	MA	(413) 315-6127
Kevin Tomlinson	16 Maple Street	Holyoke	MA	(413) 315-6127
Kevin Tomlinson	16 Maple Street	Holyoke	MA	(413) 315-6127
Kevin Tomlinson	16 Maple Street	Holyoke	MA	(413) 315-6127
David Baughman	22 Spencer Street	Lawrence	MA	(978) 975-0233
David Baughman	22 Spencer Street	Lawrence	MA	(978) 975-0233
Rhonda Woodill - Daniels	161 Lovells Lane Unit 107 Main Building, Lower Lev	Marston Mill	MA	(508) 420-4900
Rhonda Woodill - Daniels	161 Lovells Lane Unit 107 Main Building, Lower Lev	Marston Mill	MA	(508) 420-4900
Dawn Tally	112 State Rd Unit J	Sagamore Beach	MA	(508) 888-1300
Kevin Tomlinson,Victor Danyi	185 Main Street	Spencer	MA	(774) 345-4644
Kevin Tomlinson,Victor Danyi	185 Main Street	Spencer	MA	(774) 345-4644

Name	Address	City	State	Phone
Kevin Tomlinson,Victor Danyi	185 Main Street	Spencer	MA	(774) 345-4644
Kevin Tomlinson,Victor Danyi	185 Main Street	Spencer	MA	(774) 345-4644
Kevin Tomlinson,Victor Danyi	185 Main Street	Spencer	MA	(774) 345-4644
Kevin Tomlinson,Victor Danyi	185 Main Street	Spencer	MA	(774) 345-4644
David Baughman	22 Spencer Street	Stoneham	MA	(781) 438-8583
David Baughman,Michael Baughman	22 Spencer Street	Waltham	MA	(781) 891-6700
David Baughman,Michael Baughman	22 Spencer Street	Waltham	MA	(781) 891-6700
David Baughman,Michael Baughman	22 Spencer Street	Waltham	MA	(781) 891-6700
David Baughman,Michael Baughman	22 Spencer Street	Waltham	MA	(781) 891-6700
David Baughman,Michael Baughman	22 Spencer Street	Waltham	MA	(781) 891-6700
David Baughman,Michael Baughman	22 Spencer Street	Waltham	MA	(781) 891-6700
Joanne Hartnack,Steve Hartnack	3 A Nashua Court	Baltimore	MD	(443) 460-1111
Joanne Hartnack,Steve Hartnack	3 A Nashua Court	Baltimore	MD	(443) 460-1111
Lesley Horman	110 West Road #218	Bel Air	MD	(410) 676-6243
Darlene Schott,Jack Hynes	8970 Rt 108 Oakland Center Suite K	Columbia	MD	(410) 730-6243
Darlene Schott,Jack Hynes	8970 Rt 108 Oakland Center	Columbia	MD	(410) 730-6243
80122-Anne Mascari	2405 Linden Lane	Frederick	MD	(301) 694-0166
80122-Anne Mascari	2405 Linden Lane	Gaithersburg	MD	(301) 869-6243
80122-Anne Mascari	2405 Linden Lane	Gaithersburg	MD	(301) 869-6243
80122-Anne Mascari	2405 Linden Lane	Gaithersburg	MD	(301) 869-6243
80122-Anne Mascari	2405 Linden Lane	Gaithersburg	MD	(301) 869-6243
Lynne Whittington,William Whittington	1025 A Virginia Ave	Hagerstown	MD	(301) 797-1732
Lynne Whittington,William Whittington	1025 A Virginia Ave	Hagerstown	MD	(301) 797-1732
80359 Omaid Wadan	8500 Ardwick Ardome Road	Hyattsville	MD	(240) 417-9644
80359 Omaid Waden	8500 Ardwick Ardome Road	Hyattsville	MD	(240) 417-9644
Darlene Schott,Jack Hynes	14300 Cherry Lane Ct #201	Laurel	MD	(301) 498-6243
Darlene Schott,Jack Hynes	8970 Rt 108 Oakland Center	Laurel	MD	(301) 498-6243
Darlene Schott,Jack Hynes	8223 Cloverleaf Drive	Millersville	MD	(410) 573-5100
Chris Long,Happy Long	1020 Prince Frederick Blvd. Suite 203	Prince Frederick	MD	(410) 535-1901
Chris Long,Happy Long	1020 Prince Frederick Blvd. Suite 203	Prince Frederick	MD	(410) 535-1901
Darlene Schott,Jack Hynes	540 Riverside Drive Ste 4	Salisbury	MD	(410) 749-0100
Darlene Schott,Jack Hynes	540 Riverside Drive Ste 4	Salisbury	MD	(410) 749-0100
Darlene Schott,Jack Hynes	8223 Cloverleaf Drive	Salisbury	MD	(410) 749-0100
80122-Anne Mascari	2405 Linden Lane	Silver Spring	MD	(301) 587-5594
80122-Anne Mascari	2405 Linden Lane	Silver Spring	MD	(301) 587-5594
80122-Anne Mascari	2405 Linden Lane	Silver Spring	MD	(301) 587-5594
Lesley Horman	110 West Road #218	Towson	MD	(410) 296-6243
Lesley Horman	110 West Road #218	Towson	MD	(410) 296-6243
80122-Anne Mascari	2405 Linden Lane	Westminster	MD	(410) 857-9200
Daniel Burgess	254 US Route 1	Scarborough	ME	(207) 883-2225
Daniel Burgess	254 US Route 1	Scarborough	ME	(207) 883-2225
Joshua Blades	2445 S Industrial Hwy #4	Ann Arbor	MI	(734) 623-0084
Lynn Oberhausen,Robert Oberhausen	8365 S. State Rd	Davison	MI	(810) 652-6590
Lynn Oberhausen,Robert Oberhausen	8365 S. State Rd	Davison	MI	(810) 652-6590
80200 - Kelle Drabczyk	922 E. Broadway Ave	Grand Rapids	MI	(231) 799-9931
Kelle Drabczyk	922 E. Broadway Ave	Muskegon	MI	(231) 799-9931

Name	Address	City	State	Phone
Laurel Lungstrom	854 East River Road	Anoka	MN	(763) 427-0531
Laurel Lungstrom	854 East River Road	Anoka	MN	(763) 427-0531
Laurel Lungstrom	854 East River Road	Anoka	MN	(763) 427-0531
Laurel Lungstrom	854 East River Road	Anoka	MN	(763) 427-0531
Cecilie Fields,Scott Fields	11923 Central Avenue, N.E.	Blaine	MN	(651) 552-4979
Cecilie Fields,Scott Fields	11923 Central Avenue, N.E.	Blaine	MN	(651) 552-4979
Cecilie Fields,Scott Fields	11923 Central Avenue, N.E.	Blaine	MN	(651) 552-4979
Cecilie Fields,Scott Fields	11923 Central Avenue, N.E.	Blaine	MN	(651) 552-4979
Laurel Lungstrom	854 East River Road	Hopkins	MN	(952) 933-4500
Laurel Lungstrom	854 East River Road	Hopkins	MN	(952) 933-4500
Laurel Lungstrom	854 East River Road	Hopkins	MN	(952) 933-4500
Laurel Lungstrom	854 East River Road	Hopkins	MN	(952) 933-4500
Laurel Lungstrom	854 East River Road	Hopkins	MN	(952) 933-4500
Betty Kowal,Nathan Kowal	1408 Northland Drive	Mendota Heights	MN	(651) 797-4950
Betty Kowal,Nathan Kowal	1408 Northland Drive	Mendota Heights	MN	(651) 797-4950
Betty Kowal,Nathan Kowal	1408 Northland Drive	Mendota Heights	MN	(651) 797-4950
Betty Kowal,Nathan Kowal	1408 Northland Drive	Mendota Heights	MN	(651) 797-4950
80305-Tyler Minks; Jacob Thralow	154 East Broadway St #001	Monticello	MN	(320) 291-0996
Dale Dodds	401 16th Ave NW Suite 101	Rochester	MN	(507) 281-1798
Jon Porwoll,Richard Porwoll	407 38th Avenue N	St. Cloud	MN	(320) 253-6478
80362-Jebra Capra	543 North Scott	Belton	MO	(816) 322-3120
80362-Jebra Capra	543 North Scott	Belton	MO	(816) 322-3120
Jamie Crowell,William Crowell	1131 N. Kingshighway, Suite 2B	Cape Girardeau	MO	(573) 335-5300
Jeffrey Butcher	3601 Buttonwood Drive	Columbia	MO	(573) 875-8518
Dharmesh Patel,Kyle Dodd,Roy Silkwood	2079 Bentley Plaza	Fenton	MO	(636) 825-9650
Dharmesh Patel,Kyle Dodd,Roy Silkwood	2079 Bentley Plaza	Fenton	MO	(636) 825-9650
Dharmesh Patel,Kyle Dodd,Roy Silkwood	2079 Bentley Plaza	Fenton	MO	(636) 825-9650
Dharmesh Patel,Kyle Dodd,Roy Silkwood	2079 Bentley Plaza	Fenton	MO	(636) 825-9650
Dharmesh Patel,Kyle Dodd,Roy Silkwood	2079 Bentley Plaza	Fenton	MO	(636) 825-9650
Douglas Johnson,Leslie Johnson US	304 NE 74th Terrace	Gladstone	MO	(816) 436-8590
Susan Bebout	12418 E US Highway 40	Independence	MO	(816) 373-0557
Susan Bebout	12418 E US Highway 40	Independence	MO	(816) 373-0557
Susan Bebout	12418 E US Highway 40	Independence	MO	(816) 373-0557
Jeffrey Butcher	3601 Buttonwood Drive	Jefferson City	MO	(573) 635-6243
Dharmesh Patel,Kyle Dodd,Roy Silkwood	7A Worthington Access Drive	Maryland Heights	MO	(314) 317-9005
Dharmesh Patel,Kyle Dodd,Roy Silkwood	7A Worthington Access Drive	Maryland Heights	MO	(314) 317-9005
Dharmesh Patel,Kyle Dodd,Roy Silkwood	7A Worthington Access Drive	Maryland Heights	MO	(314) 317-9005
Dharmesh Patel,Kyle Dodd,Roy Silkwood	7A Worthington Access Drive	Maryland Heights	MO	(314) 317-9005
Dharmesh Patel,Kyle Dodd,Roy Silkwood	7A Worthington Access Drive	Maryland Heights	MO	(314) 317-9005
Dharmesh Patel,Kyle Dodd,Roy Silkwood	7A Worthington Access Drive	Maryland Heights	MO	(314) 317-9005
Douglas Johnson,Leslie Johnson US	1006 Pacific St	St. Joseph	MO	(515) 264-1060
80308-Jeffery Taylor, Christopher	276 Commerce Drive	Jackson	MS	(601) 917-0207

Name	Address	City	State	Phone
Fontenot,Jack Christopher				
Brad Davis,Lisa Davis	5600 Goodman Road, Suite H	Olive Branch	MS	(662) 932-2370
80308-Jeff Taylor, Jack Christopher, Chris Fontenot	276 Commerce Drive	Ridgeland	MS	(601) 605-7905
Daniel Gravatt,John Copeland	1746 Cliff Gookin Blvd	Tupelo	MS	(662) 842-5301
Daniel Gravatt,John Copeland	1746 Cliff Gookin Blvd	Tupelo	MS	(662) 842-5301
Steve Crump,Torri McKee	2505 W. Railroad St	Belgrade	MT	(406) 586-4125
80278-Steve Crump,Torri McKee	2505 W. Railroad St	Missoula	MT	(406) 213-4060
80278-Steve Crump,Torri McKee	2505 W. Railroad St	Missoula	MT	(406) 213-4060
80278-Steve Crump,Torri McKee	2505 W. Railroad St	Missoula	MT	(406) 213-4060
Fred Surgeon	2990 Sunnyside School Road	Aberdeen	NC	(910) 944-5607
Fred Surgeon	2990 Sunnyside School Road	Aberdeen	NC	(910) 944-5607
Joe Munchel,Lynn Munchel	541 Long Shoals Rd #A	Arden	NC	(828) 684-4837
Jennifer Litzelman	2300 Sardis Rd North	Charlotte	NC	(704) 567-6694
Jennifer Litzelman	2300 Sardis Rd North	Charlotte	NC	(704) 567-6694
Jennifer Litzelman	2300 Sardis Rd North	Charlotte	NC	(704) 567-6694
Jennifer Litzelman	2300 Sardis Rd North	Charlotte	NC	(704) 567-6694
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Jennifer Litzelman	2300 Sardis Rd North	Charlotte	NC	(704) 567-6694
Jennifer Litzelman	2300 Sardis Rd North	Charlotte	NC	(704) 567-6694
Jennifer Litzelman	2300 Sardis Rd North	Charlotte	NC	(704) 567-6694
Larry Royster	8948 Cleveland Road	Clayton	NC	(919) 553-7790
Larry Royster	8948 Cleveland Road	Clayton	NC	(919) 553-7790
Fred Surgeon	2990 Sunnyside School Road	Durham	NC	(919) 598-1889
Fred Surgeon	2990 Sunnyside School Road	Durham	NC	(919) 598-1889
Fred Surgeon	2990 Sunnyside School Road	Fayetteville	NC	(910) 423-7722
Steve Umstead	2800 E. 10th St	Greenville	NC	(252) 752-5717
Robert Glover	P O Box 14915	Jacksonville	NC	(252) 637-9594
Robert Glover,Teisha Glover	P O Box 14915	Jacksonville	NC	(910) 577-6243
George Sloyer II,Ragina Sloyer	672 Radio Drive	Kernersville	NC	(336) 856-0205
George Sloyer II,Ragina Sloyer	672 Radio Drive	Kernersville	NC	(336) 856-0205
George Sloyer II,Ragina Sloyer	672 Radio Drive	Kernersville	NC	(336) 856-0205
George Sloyer II,Ragina Sloyer	672 Radio Drive	Kernersville	NC	(336) 856-0205
Cynthia Harris,Ronald Harris	6341 Main Street	Lucama	NC	(252) 937-7600
Cynthia Harris,Ronald Harris	6341 Main Street	Lucama	NC	(252) 937-7600
Cynthia Harris,Ronald Harris	6341 Main Street	Rocky Mount	NC	(252) 937-7600
Chuck Parker,Donna Parker	1302 S 39th St	Wilmington	NC	(910) 762-6503
80353-Kara Trull; Brian Trull	2379 Pilot Riley Road	Zebulon	NC	(919) 859-4404
80353-Kara Trull; Brian Trull	2379 Pilot Riley Road	Zebulon	NC	(919) 859-4404
80353-Kara Trull; Brian Trull	2379 Pilot Riley Road	Zebulon	NC	(919) 859-4404
80353-Kara Trull;Brian Trull	2379 Pilot Riley Road	Zebulon	NC	(919) 859-4404
Brad Ness,Marcus Benoit	1407 24th Avenue S.	Fargo	ND	(701) 365-8350
Brad Ness,Marcus Benoit	1407 24th Avenue S.	Grand Forks	ND	(701) 775-6778
Jillian Hespen Missinne,Mechelle Hespen,Ruth Hespen,Steve Hespen	P O Box 1884	Fremont	NE	(402) 721-5169
Jillian Hespen Missinne,Mechelle Hespen,Ruth Hespen,Steve Hespen	P O Box 1884	Fremont	NE	(402) 721-5169
Jillian Hespen Missinne,Mechelle Hespen,Ruth Hespen,Steve Hespen	P O Box 1884	Fremont	NE	(402) 721-5169
Julie Roberts,Rod Roberts	1121 N. Cotner Blvd	Lincoln	NE	(402) 434-2199
Lee Porter,Nichole Porter	11119 Mockingbird Drive	Omaha	NE	(402) 390-2300
Lee Porter,Nichole Porter	11119 Mockingbird Drive	Omaha	NE	(402) 390-2300
Lee Porter,Nichole Porter	11119 Mockingbird Drive	Omaha	NE	(402) 390-2300

Name	Address	City	State	Phone
Charles Petricone,Francine Petricone	188 Central Street	Hudson	NH	(603) 889-1004
Charles Petricone,Francine Petricone	188 Central Street	Hudson	NH	(603) 889-1004
David Baughman	22 Spencer Street	Manchester	NH	(603) 624-4132
David Baughman	22 Spencer Street	Manchester	NH	(603) 624-4132
Jennifer Thoens	516 Duquesne Blvd	Brick	NJ	(732) 451-2099
Jennifer Thoens	516 Duquesne Blvd	Brick	NJ	(732) 451-2099
Jennifer Thoens	516 Duquesne Blvd	Brick	NJ	(732) 451-2099
Jennifer Thoens	516 Duquesne Blvd	Brick	NJ	(732) 451-2099
Allen Marcus,Helene Marcus	900 Main Street	Hackensack	NJ	(201) 487-8880
Allen Marcus,Helene Marcus	900 Main Street	Hackensack	NJ	(201) 487-8880
Allen Marcus,Helene Marcus	900 Main Street	Hackensack	NJ	(201) 487-8880
Victor Danyi	127 Route 206 , Suite 15A	Hamilton	NJ	(609) 586-8188
Victor Danyi	127 Route 206 , Suite 15A	Hamilton	NJ	(609) 586-8188
Victor Danyi	127 Route 206 , Suite 15A	Hamilton	NJ	(609) 586-8188
Austin Schneeweis	520 Fellowship Rd. Suite A-103	Marlton	NJ	(856) 231-8285
Austin Schneeweis	520 Fellowship Rd. Suite A-103	Newfoundland	NJ	(973) 874-0232
Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
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Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
Steven Rosenzweig	18 Halley Court	Perth Amboy	NJ	(732) 826-8777
Austin Schneeweis	520 Fellowship Rd. Suite A-103	Pitman	NJ	(856) 218-8898
80105-Dawn Marie Taurgrasso,Jennifer Thoens	711 N. Main Street, Suite 10	Pleasantville	NJ	(609) 241-6255
Dawn Marie Taurgrasso,Jennifer Thoens	711 N. Main Street, Suite 10	Pleasantville	NJ	(609) 241-6255
Dawn Marie Taurgrasso,Jennifer Thoens	711 N. Main Street, Suite 10	Pleasantville	NJ	(609) 241-6255
Allen Marcus,Helene Marcus	53 South Jefferson Road, Suite C	Randolph	NJ	(973) 927-9393
Allen Marcus,Helene Marcus	53 South Jefferson Road, Suite C	Whippany	NJ	(973) 515-3191
Allen Marcus,Helene Marcus	53 South Jefferson Road, Suite C	Whippany	NJ	(973) 515-3191
Michael Blomker,Paige Blomker	9401 Menaul Blvd NE	Albuquerque	NM	(505) 294-1411
Michael Blomker,Paige Blomker	9401 Menaul Blvd NE	Albuquerque	NM	(505) 294-1411
Michael Blomker,Paige Blomker	9401 Menaul Blvd NE	Albuquerque	NM	(505) 294-1411
Jared Bellon,Maylene Bellon	1001 N Solano Dr	Las Cruces	NM	(575) 527-8199
Jared Bellon,Maylene Bellon	1001 N Solano Dr	Ruidoso	NM	(575) 973-5257
Michael Blomker,Paige Blomker	3220 Richards Lane Suite B	Santa Fe	NM	(505) 438-2700
Debra Criddle	5243 W Charleston Blvd, Suite 11	Las Vegas	NV	(702) 259-5007
Debra Criddle	5243 W Charleston Blvd, Suite 11	Las Vegas	NV	(702) 259-5007
Debra Criddle	5243 W Charleston Blvd, Suite 11	Las Vegas	NV	(702) 259-5007
Shelia Marr	4948 E Tropicana Ave	Las Vegas	NV	(702) 436-4362
Shelia Marr	4948 E Tropicana Ave	Las Vegas	NV	(702) 436-4362
Shelia Marr	4948 E Tropicana Ave	Las Vegas	NV	(702) 436-4362
Denita Stahl	1555 US Highway 395 N	Minden	NV	(775) 782-4448
Denita Stahl	1555 US Highway 395 N	Minden	NV	(775) 782-4448
Denita Stahl	1555 US Highway 395 N	Minden	NV	(775) 782-4448
Denita Stahl	1555 US Highway 395 N	Minden	NV	(775) 782-4448
Christian Olson	4840 Mill Street, Suite 3	Reno	NV	(775) 359-8882
Christian Olson	4840 Mill Street, Suite 3	Reno	NV	(775) 359-8882



Name	Address	City	State	Phone
Deyanira Haverly	650 Montauk Hwy #19	Bayport	NY	(631) 472-1900
Deyanira Haverly	650 Montauk Hwy #19	Bayport	NY	(631) 472-1900
Deyanira Haverly	650 Montauk Hwy #19	Bayport	NY	(631) 472-1900
Deyanira Haverly	650 Montauk Hwy #19	Bayport	NY	(631) 472-1900
Deyanira Haverly	650 Montauk Hwy #19	Bayport	NY	(631) 472-1900
Deyanira Haverly	650 Montauk Hwy #19	Bayport	NY	(631) 472-1900
Deyanira Haverly	650 Montauk Hwy #19	Bayport	NY	(631) 472-1900
Dean Rozler, Jacob Rozler	2457 Wehrle Drive	Buffalo	NY	(716) 662-7800
David Baughman	22 Spencer Street	Congers	NY	(845) 634-9000
Mark McDermott, Thomas C. McDermott III	6311 Fly Road Ste 106	East Syracuse	NY	(315) 726-3388
Mark McDermott, Thomas C. McDermott III	6311 Fly Road Ste 106	East Syracuse	NY	(315) 726-3388
Christine Pallone	2104 F College Avenue	Elmira Heights	NY	(607) 737-6243
Cynthia Lorenzo	637 Willis Ave	Flushing	NY	(718) 539-9495
Cynthia Lorenzo	637 Willis Ave	Flushing	NY	(718) 539-9495
Cynthia Lorenzo	637 Willis Ave	Flushing	NY	(718) 539-9495
Cynthia Lorenzo	637 Willis Ave	Flushing	NY	(718) 539-9495
Cynthia Lorenzo	637 Willis Ave	Flushing	NY	(718) 539-9495
Deyanira Haverly	300 Wood Cleft Ave. Unit 3	Freeport	NY	(516) 546-1209
Deyanira Haverly	300 Wood Cleft Ave. Unit 3	Freeport	NY	(516) 546-1209
Kim Nelson, Phillip Nelson, Scott Nelson	337 Fullerton Ave	Latham	NY	(518) 250-5449
Josephine Horvath	3000 Hempstead Turnpike Suite 102	Levittown	NY	(516) 931-0758
Josephine Horvath	3000 Hempstead Turnpike Suite 102	Levittown	NY	(516) 931-0758
Josephine Horvath	3000 Hempstead Turnpike Suite 102	Levittown	NY	(516) 931-0758
Janet Ferraro, Ronald Ferraro	215 E. 31st Street	Montrose	NY	(914) 788-1092
Janet Ferraro, Ronald Ferraro	215 E. 31st Street	Montrose	NY	(914) 788-1092
Kim Nelson, Phillip Nelson, Scott Nelson	337 Fullerton Ave	Newburgh	NY	(845) 297-1009
Kim Nelson, Phillip Nelson, Scott Nelson	337 Fullerton Ave	Newburgh	NY	(845) 297-1009
80107-Dean Rozler; Jacob Rozler	2457 Wehrle Drive	Orchard Park	NY	(716) 634-1855
Christine Pallone	2104 F College Avenue	Owego	NY	(607) 687-4433
Devin McDermott	333 Metro Park, Suite N-109	Rochester	NY	(585) 278-3537
Devin McDermott	333 Metro Park, Suite N-109	Rochester	NY	(585) 278-3537
80363-Krista Leiriao; Jorge Leiriao	115 Wall Street	Valhalla	NY	(914) 747-1111
80363-Krista Leiriao; Jorge Leiriao	115 Wall Street	Valhalla	NY	(914) 747-1111
80363-Krista Leiriao; Jorge Leiriao	115 Wall Street	Valhalla	NY	(914) 747-1111
80363-Krista Leiriao; Jorge Leiriao	115 Wall Street	Valhalla	NY	(914) 747-1111
Cynthia Lorenzo	637 Willis Ave	Williston Park	NY	(516) 746-0183
Cynthia Lorenzo	637 Willis Ave	Williston Park	NY	(516) 746-0183
Cynthia Lorenzo	637 Willis Ave	Williston Park	NY	(516) 746-0183
Cynthia Lorenzo	637 Willis Ave	Williston Park	NY	(516) 746-0183
David LaRue, Fred LaRue, Melayna LaRue	1839 North 21st Street	Beavercreek	OH	(937) 356-3567
David LaRue, Fred LaRue, Melayna LaRue	1839 North 21st Street	Beavercreek	OH	(937) 356-3567
David LaRue, Fred LaRue, Melayna LaRue	1839 North 21st Street	Beavercreek	OH	(937) 356-3567
David LaRue, Fred LaRue, Melayna LaRue	1839 North 21st Street	Beavercreek	OH	(937) 356-3567
David LaRue, Fred LaRue, Melayna LaRue	1839 North 21st Street	Beavercreek	OH	(937) 356-3567
David LaRue, Fred LaRue, Melayna LaRue	1839 North 21st Street	Beavercreek	OH	(937) 356-3567

Name	Address	City	State	Phone
LaRue				
Patti Canterbury	3503 Whipple Avenue NW	Canton	OH	(330) 492-6243
Patti Canterbury	3503 Whipple Avenue NW	Canton	OH	(330) 492-6243
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
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Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Mark Williams	9886 Colerain Ave	Cincinnati	OH	(513) 805-1154
Becky Sullivan,Ryan Sullivan	645 Lafayette Road	Fairview Park	OH	(440) 250-9210
Becky Sullivan,Ryan Sullivan	645 Lafayette Road	Medina	OH	(330) 722-7804
David LaRue,Fred LaRue,Melayna LaRue	1839 North 21st Street	Newark	OH	(740) 345-6791
Patti Canterbury	3503 Whipple Avenue NW	Tallmadge	OH	(330) 634-9723
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Novalyn Greff,Rick Greff	4403 SW 3rd St Ste A	Oklahoma City	OK	(405) 670-1120
Corey Little	2327 West 7th Place	Stillwater	OK	(405) 377-1054
80016-Amy Bates,Audrey Kittelson	5656 S. Mingo Road	Tulsa	OK	(918) 250-7318
80016-Amy Bates,Audrey Kittelson	5656 S. Mingo Road	Tulsa	OK	(918) 250-7318
80016-Amy Bates,Audrey Kittelson	5656 S. Mingo Road	Tulsa	OK	(918) 250-7318
80016-Amy Bates,Audrey Kittelson	5656 S. Mingo Road	Tulsa	OK	(918) 250-7318
80016-Amy Bates,Audrey Kittelson	5656 S. Mingo Road	Tulsa	OK	(918) 250-7318
80016-Amy Bates,Audrey Kittelson	5656 S. Mingo Road	Tulsa	OK	(918) 250-7318
Danny Barnett	337 NE Revere Ave	Bend	OR	(541) 382-3872
Natalia Denisevich	337 NE Revere Avenue	Bend	OR	(503) 720-2540
Diania Ash,Larry Ash	6875 SW Philomath Blvd	Corvallis	OR	(541) 929-4302
Renee Williams,Ronald Williams	5775 SW Jean Road Ste 106	Eugene	OR	(541) 741-7148
Bret Ashley	1982 NE 25th Street Ave	Hillsboro	OR	(503) 641-1738
Bret Ashley	1982 NE 25th Street Ave	Hillsboro	OR	(503) 641-1738
Renee Williams,Ronald Williams	5775 SW Jean Road Ste 106	Lake Oswego	OR	(503) 554-5616
Renee Williams,Ronald Williams	5775 SW Jean Road Ste 106	Lake Oswego	OR	(503) 554-5616
Renee Williams,Ronald Williams	5775 SW Jean Road Ste 106	Lake Oswego	OR	(503) 554-5616
Renee Williams,Ronald Williams	5775 SW Jean Road Ste 106	Lake Oswego	OR	(503) 554-5616
Renee Williams,Ronald Williams	5775 SW Jean Road Ste 106	Lake Oswego	OR	(503) 554-5616
Renee Williams,Ronald Williams	5775 SW Jean Road Ste 106	Lake Oswego	OR	(503) 554-5616
Danny Barnett,Ronald Williams	1018 Liberty St NE	Salem	OR	(503) 363-2986
Danny Barnett,Ronald Williams	1018 Liberty St NE	Salem	OR	(503) 363-2986

Name	Address	City	State	Phone
John Holobinko	465 East Rolling Ridge Drive	Bellfonte	PA	(814) 548-0095
Donna Partin,Dwayne Keller	3813 Market Street	Camp Hill	PA	(717) 620-8788
Donna Partin,Dwayne Keller	3813 Market Street	Camp Hill	PA	(717) 620-8788
Lesley Horman	110 West Road, Suite 218	Chalfont	PA	(267) 404-7000
Lesley Horman	110 West Road, Suite 218	Chalfont	PA	(267) 404-7000
Lesley Horman	110 West Road, Suite 218	Chalfont	PA	(267) 404-7000
Lesley Horman	110 West Road, Suite 218	Chalfont	PA	(267) 404-7000
Lesley Horman	110 West Road, Suite 218	Collegeville	PA	(610) 489-4469
Lesley Horman	110 West Road, Suite 218	Collegeville	PA	(610) 489-4469
Lesley Horman	110 West Road, Suite 218	Collegeville	PA	(610) 489-4469
Lesley Horman	110 West Road, Suite 218	Collegeville	PA	(610) 489-4469
Lesley Horman	110 West Road, Suite 218	Collegeville	PA	(610) 489-4469
Orvale Fissel,Suzanne Fissel	1981 York Road	Gettysburg	PA	(717) 334-0994
Austin Schneeweis	14 Elizabeth Court	Glenshaw	PA	(412) 931-5260
Austin Schneeweis	14 Elizabeth Court	Glenshaw	PA	(412) 931-5260
Audrey Rehnert	2027 Willow Park Rd	Hellertown	PA	(610) 866-8428
Audrey Rehnert	2027 Willow Park Rd	Hellertown	PA	(610) 866-8428
Donna Partin,Dwayne Keller	3813 Market Street	Lancaster	PA	(717) 396-1180
Joe Schneeweis	1302 William Flynn Highway	McKees Rocks	PA	(412) 788-6700
Joe Schneeweis	1302 William Flynn Highway	McKees Rocks	PA	(412) 788-6700
Joe Schneeweis	1302 William Flynn Highway	McKees Rocks	PA	(412) 788-6700
Austin Schneeweis	14 Elizabeth Court	New Brighton	PA	(724) 775-9665
Austin Schneeweis	14 Elizabeth Court	New Brighton	PA	(724) 775-9665
Austin Schneeweis	14 Elizabeth Court	New Brighton	PA	(724) 775-9665
Austin Schneeweis	14 Elizabeth Court	New Brighton	PA	(724) 775-9665
Donna Partin,Dwayne Keller	3813 Market Street	Reading	PA	(610) 670-1620
Jean Bordick	884 Route 115	Saylorsburg	PA	(570) 420-0630
Michael Paul	8649 West Chester Pike	Upper Darby	PA	(610) 789-4211
Michael Paul	8649 West Chester Pike	Upper Darby	PA	(610) 789-4211
Michael Paul	8649 West Chester Pike	Upper Darby	PA	(610) 789-4211
Michael Paul	8649 West Chester Pike	Upper Darby	PA	(610) 789-4211
Michael Paul	8649 West Chester Pike	Upper Darby	PA	(610) 789-4211
Michael Paul	8649 West Chester Pike	Upper Darby	PA	(610) 789-4211
Lesley Horman	110 West Road, Suite 218	West Chester	PA	(610) 436-6243
Lesley Horman	110 West Road, Suite 218	West Chester	PA	(610) 436-6243
Lesley Horman	110 West Road, Suite 218	West Chester	PA	(610) 436-6243
Donna Partin,Dwayne Keller	3813 Market Street	York	PA	(717) 793-9933
Gary Leiter,Jessica Leiter,Shana Leiter	35 Agnes St	East Providence	RI	(401) 435-5150
Gary Leiter,Jessica Leiter,Shana Leiter	35 Agnes St	East Providence	RI	(401) 435-5150
Gary Leiter,Jessica Leiter,Shana Leiter	35 Agnes St	East Providence	RI	(401) 435-5150
Gary Leiter,Jessica Leiter,Shana Leiter	35 Agnes St	East Providence	RI	(401) 435-5150
Bob Cunningham,Jane Santos,Melina Cunningham	860 Parris Island Gateway Suite A5	Beaufort	SC	(843) 522-2777
Fred Surgeon	2990 Sunnyside School Road	Florence	SC	(843) 799-5636
Fred Surgeon	2990 Sunnyside School Road	Florence	SC	(843) 799-5636
Edward Wilberding	3 Cardinal Court Suite C	Hilton Head Island	SC	(843) 785-6243
Charles Praigg	1203 48th Avenue North, Suite 205	Myrtle Beach	SC	(843) 443-6243
Charles Praigg	1203 48th Avenue North, Suite 205	Myrtle Beach	SC	(843) 443-6243
Charles Praigg	1203 48th Avenue North	Myrtle Beach	SC	(843) 443-6243
Bob Cunningham,Jane Santos,Melina Cunningham	2470 Mall Drive, Suite E	North Charleston	SC	(843) 744-0033

Name	Address	City	State	Phone
Bob Cunningham,Jane Santos,Melina Cunningham	2470 Mall Drive, Suite E	North Charleston	SC	(843) 744-0033
Kevin Griess,Timothy Griess	1905 Sunset Blvd Ste A	West Columbia	SC	(803) 936-0649
Kevin Griess,Timothy Griess	1905 Sunset Blvd Ste A	West Columbia	SC	(803) 936-0649
Kevin Griess,Timothy Griess	1905 Sunset Blvd Ste A	West Columbia	SC	(803) 936-0649
Kevin Griess,Timothy Griess	1905 Sunset Blvd Ste A	West Columbia	SC	(803) 936-0649
Kevin Griess,Timothy Griess	1905 Sunset Blvd Ste A	West Columbia	SC	(803) 936-0649
Debbie Hansen,Ronald Hansen	1141 Deadwood Avenue, Suite 4	Rapid City	SD	(605) 718-9064
Debbie Hansen,Ronald Hansen	1141 Deadwood Avenue, Suite 4	Rapid City	SD	(605) 718-9064
Christina Bowman,John Bowman	13842 Highway 51 S, Suite 4	Atoka	TN	(901) 877-5415
Bill Bowers	1507 Maxwell Rd	Chattanooga	TN	(423) 899-2062
Vernon Blackburn	5010 Linbar Drive STE 199	Goodlettsville	TN	(615) 255-0052
Vernon Blackburn	5010 Linbar Drive STE 199	Goodlettsville	TN	(615) 255-0052
Vernon Blackburn	5010 Linbar Drive STE 199	Goodlettsville	TN	(615) 255-0052
Christina Bowman,John Bowman	13842 Highway 51 S, Suite 4	Jackson	TN	(731) 664-1034
Joanne Hartnack, Steve Hartnack	1410 Charlestown New Albany Road	Knoxville	TN	(502) 493-0191
Joanne Hartnack, Steve Hartnack	1410 Charlestown New Albany Road	Knoxville	TN	(502) 493-0191
Joanne Hartnack, Steve Hartnack	1410 Charlestown New Albany Road	Knoxville	TN	(502) 493-0191
Joanne Hartnack, Steve Hartnack	1410 Charlestown New Albany Road	Knoxville	TN	(502) 493-0191
Joanne Hartnack, Steve Hartnack	1410 Charlestown New Albany Road	Knoxville	TN	(502) 493-0191
Deanne Williams,Michael Williams	120 Greenbrier Lakes Cove	Memphis	TN	(901) 259-5005
Deanne Williams,Michael Williams	120 Greenbrier Lakes Cove	Memphis	TN	(901) 259-5005
Vernon Blackburn	5010 Linbar Drive STE 199	Mt. Juliet	TN	(615) 255-0052
Vernon Blackburn	5010 Linbar Drive STE 199	Mt. Juliet	TN	(615) 255-0052
Tim Morgan	6949 Charlotte Pike #108	Nashville	TN	(615) 356-4342
Tim Morgan	6949 Charlotte Pike #108	Nashville	TN	(615) 356-4342
Tim Morgan	6949 Charlotte Pike #108	Nashville	TN	(615) 356-4342
Tim Morgan	6949 Charlotte Pike #108	Nashville	TN	(615) 356-4342
Brett Stroope,Louessa Stroope	1215 SW 15th Ave	Amarillo	TX	(806) 373-3787
David Cantu	11406 Rendezvous	Austin	TX	(512) 251-5522
Marilyn Gregory,Sarah Trivitt,Sean Gregory	3536 BeeCaves Rd # 102	Austin	TX	(512) 327-8190
Niranjan Gudipati,Shivani Desphande	1600 W Stassney Lane	Austin	TX	(512) 447-3475
Niranjan Gudipati,Shivani Desphande	1600 W Stassney Lane	Austin	TX	(512) 447-3475
Nathan Christopher,Nefelin Christopher	1003 Plantation Dr.	Clute	TX	(907) 205-9122
Amber Lenz	2551 Texas Avenue S Ste G	College Station	TX	(979) 595-1111
Dana Kinnard	2600 N. Stemmons Freeway #186	Dallas	TX	(214) 689-5953
David Cantu	1305 S. State Highway 121 Bldg A, Suite 100	Flower Mound	TX	(214) 513-7515
David Cantu	1305 S. State Highway 121 Bldg A, Suite 100	Flower Mound	TX	(214) 513-7515
David Cantu	11406 Rendezvous Drive	Flower Mound	TX	(469) 242-2763
David Cantu	11406 Rendezvous Drive	Flower Mound	TX	(469) 242-2763
David Cantu	11406 Rendezvous Drive	Flower Mound	TX	(469) 242-2763
80047 Brian Houtman,Jaclyn Houtman	1606 Wood Song Drive	Ft. Worth	TX	(713) 541-4167
80047-Brian Houtman,Jaclyn Houtman	1606 Wood Song Drive	Ft. Worth	TX	(713) 541-4167
80047-Brian Houtman,Jaclyn Houtman	1606 Wood Song Drive	Ft. Worth	TX	(713) 541-4167

Name	Address	City	State	Phone
80047-Brian Houtman,Jaclyn Houtman	1606 Wood Song Drive	Ft. Worth	TX	(713) 541-4167
80047-Brian Houtman,Jaclyn Houtman	1606 Wood Song Drive	Ft. Worth	TX	(713) 541-4167
80047-Brian Houtman,Jaclyn Houtman	1606 Wood Song Drive	Ft. Worth	TX	(713) 541-4167
Allen Brehm,Conner Brehm,Mary Lynn Brehm	12010 Bammel N Houston #L	Houston	TX	(281) 440-4366
Allen Brehm,Conner Brehm,Mary Lynn Brehm	12010 Bammel N Houston #L	Houston	TX	(281) 440-4366
Allen Brehm,Conner Brehm,Mary Lynn Brehm	12010 Bammel N Houston #L	Houston	TX	(281) 440-4366
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
Brian Houtman,Jaclyn Houtman	10611 Harwin Dr. Suite 400	Houston	TX	(713) 541-4167
David Cantu	215 E. 31st Street	Kerrville	TX	(210) 341-5857
Candy Palmer,Michael Palmer	110 Triple Creek	Longview	TX	(903) 295-0669
Jacob Mason	1001 Slaton Road	Lubbock	TX	(806) 799-0724
Dustin Cowart	1254 S. Main Street	Lumberton	TX	(409) 813-3366
David Cantu	1515 East Kearney	Mesquite	TX	(972) 279-1111
David Cantu	1515 East Kearney, Suite 301	Mesquite	TX	(972) 279-1111
David Cantu	1515 East Kearney, Suite 301	Mesquite	TX	(972) 279-1111
Brandi Brown	1901 North Stallings Dr. Suite 2	Nacogdoches	TX	(936) 205-9142
David Cantu	1389 Industrial Drive Ste B	New Braunfels	TX	(830) 620-4056
Brian Houtman,Jaclyn Houtman	7215 Blvd North	North Richland Hills	TX	(505) 570-7159
Brian Houtman,Jaclyn Houtman	7215 Blvd North	North Richland Hills	TX	(505) 570-7159
Brian Houtman,Jaclyn Houtman	7215 Blvd North	North Richland Hills	TX	(505) 570-7159
David Cantu	11406 Rendezvous	San Antonio	TX	(210) 341-5857
David Cantu	11406 Rendezvous	San Antonio	TX	(210) 341-5857
David Cantu	11406 Rendezvous	San Antonio	TX	(210) 341-5857
David Cantu	11406 Rendezvous	San Antonio	TX	(210) 341-5857
David Cantu	11406 Rendezvous	San Antonio	TX	(210) 341-5857
David Cantu	11406 Rendezvous	San Antonio	TX	(210) 341-5857
Craig Voth,Sharon Johnson	2001 Skyline #A165	Sherman	TX	(903) 891-7372
Blair Thomson	724 Willow Ridge Drive San Marcos	Spicewood	TX	(512) 757-1569
David Cantu	600 Century Plaza Dr Ste C105	Spring	TX	(281) 443-0672
David Cantu	600 Century Plaza Dr Ste C105	Spring	TX	(281) 443-0672
David Cantu	600 Century Plaza Dr Ste C105	Spring	TX	(281) 443-0672
80043-Brandi Brown	2014 North Stallings Drive,Ste 101	Tyler	TX	(936) 205-9142
Brian Houtman,Jaclyn Houtman	3729 W Waco Drive	Waco	TX	(254) 420-6243
Brian Houtman,Jaclyn Houtman	3729 W Waco Drive	Waco	TX	(254) 420-6243
80108-Deanne Williams,Mark Neff,Mike Williams	345 NASA Road 1 East	Webster	TX	(281) 332-4181
Deanne Williams,Mark Neff,Mike Williams	345 NASA Road 1 East	Webster	TX	(281) 332-4181

Name	Address	City	State	Phone
Deanne Williams,Mark Neff,Mike Williams	345 NASA Road 1 East	Webster	TX	(281) 332-4181
Deanne Williams,Mark Neff,Mike Williams	345 NASA Road 1 East	Webster	TX	(281) 332-4181
Deanne Williams,Mark Neff,Mike Williams	215 E. 31st Street	Webster	TX	(281) 332-4181
Jarod Stuart,Todd Stuart	4701 Southwest Parkway, Suite 9	Wichita Falls	TX	(940) 691-7000
80314-Kelly Hendrix	2212 S West Temple St #21-22	Provo	UT	(801) 466-5353
80314-Kelly Hendrix	2212 S West Temple St #21-22	Provo	UT	(801) 377-0303
80314-Kelly Hendrix	1322 N. Freedom Blvd	Provo	UT	(801) 377-0303
80314-Kelly Hendrix	2212 S West Temple St #21-22	Provo	UT	(801) 466-5353
80314-Kelly Hendrix	2212 S West Temple St #21-22	Salt Lake City	UT	(801) 466-5353
80314-Kelly Hendrix	2212 S West Temple St #21-22	Salt Lake City	UT	(435) 647-5621
80314-Kelly Hendrix	2212 S West Temple St #21-22	Salt Lake City	UT	(801) 466-5353
80314-Kelly Hendrix	1430 E. Hilcrest Drive, #2	Washington	UT	(208) 991-6052
Fowzia Esse	6000 Stevenson Ave.	Alexandria	VA	(703) 212-8771
Fowzia Esse	6000 Stevenson Ave.	Alexandria	VA	(703) 212-8771
Joel Wildermuth,Teresa Wildermuth	1138 East High Street	Charlottesville	VA	(434) 296-6603
Carolyn Tiller	2943 Riverside Drive	Danville	VA	(434) 799-1430
Abdulahakim Faqi,Fatuma Moallin	5613 Leesburg Pike #29	Falls Church	VA	(202) 244-6773
Abdulahakim Faqi,Fatuma Moallin	5613 Leesburg Pike	Falls Church	VA	(202) 244-6773
Kanachi Vogel Cowie	5613 Leesburg Pike	Falls Church	VA	(703) 931-8747
William Johnson	6326 Five Mile Centre Park Suite 420	Fredericksburg	VA	(540) 898-3636
80364- Lindsey Harrington;Erin Guarente	10690 A Crestwood Drive	Manassas	VA	(703) 724-4010
80364- Lindsey Harrington;Erin Guarente	10690 A Crestwood Drive	Manassas	VA	(703) 724-4010
80364- Lindsey Harrington;Erin Guarente	10690 A Crestwood Drive	Manassas	VA	(703) 724-4010
80364-Lindsey Harrington; Erin Guarente	10690 A Crestwood Drive	Manassas	VA	(703) 724-4010
80364-Lindsey Harrington; Erin Guarente	10690 A Crestwood Drive	Manassas	VA	(703) 724-4010
80364-Lindsey Harrington; Erin Guarente	10690 A Crestwood Drive	Manassas	VA	(703) 724-4010
80364-Lindsey Harrington; Erin Guarente	10690 A Crestwood Drive	Manassas	VA	(703) 724-4010
Aaron Huskey,Don Krance,Lorri Krance,Stacey Huskey	5316 Providence Road	Newport News	VA	(757) 874-5657
James Daul,Susan Daul	7825 Midlothian TnPk #103	Richmond	VA	(804) 272-3898
James Daul,Susan Daul	7825 Midlothian TnPk #103	Richmond	VA	(804) 796-6251
William Johnson	6326 Five Mile Centre Park Suite 420	Richmond	VA	(540) 905-0035
William Johnson	6326 Five Mile Centre Park Suite 420	Richmond	VA	(540) 905-0035
80131- Rebecca Frazer; Emmy Byrnes	7317 Steel Mill Drive	Springfield	VA	(703) 644-5757
80131- Rebecca Frazer; Emmy Byrnes	7317 Steel Mill Drive	Springfield	VA	(703) 644-5757
80131- Rebecca Frazer; Emmy Byrnes	7317 Steel Mill Drive	Springfield	VA	(703) 644-5757
80131-Rebecca Frazer; Emmy Byrnes	7317 Steel Mill Drive	Springfield	VA	(703) 644-5757
80131-Rebecca Frazer; Emmy Byrnes	7317 Steel Mill Drive	Springfield	VA	(703) 644-5757
80131-Rebecca Frazer; Emmy Byrnes	7317 Steel Mill Drive	Springfield	VA	(703) 644-5757

Name	Address	City	State	Phone
Emmy Byrnes,Linda Dougherty,Ray Dougherty,Rebecca Frazer	7317 Steel Mill Drive	Springfield	VA	(703) 644-5757
Aaron Huskey,Don Krance,Lorri Krance,Stacey Huskey	5316 Providence Road	Virginia Beach	VA	(757) 424-5300
Aaron Huskey,Don Krance,Lorri Krance,Stacey Huskey	5316 Providence Road	Virginia Beach	VA	(757) 424-5300
William Johnson	6326 Five Mile Centre Park Suite 420	Warrenton	VA	(540) 347-0199
William Johnson	6326 Five Mile Centre Park Suite 420	Warrenton	VA	(540) 347-0199
Joel Wildermuth,Teresa Wildermuth	1138 East High Street	Weyers Cave	VA	(540) 234-0501
Carol McDermott,Thomas C. McDermont IV,Thomas C. McDermott III	934 Baker Lane, Suite A	Winchester	VA	(540) 723-0003
Carol McDermott,Thomas C. McDermont IV,Thomas C. McDermott III	934 Baker Lane, Suite A	Winchester	VA	(540) 723-0003
Carol McDermott,Thomas C. McDermont IV,Thomas C. McDermott III	4391 Ridgewood Center Dr Suite A	Woodbridge	VA	(703) 646-8555
Mark Smith	3702 West Valley Hwy No # 308	Auburn	WA	(253) 833-6171
Mark Smith	3702 West Valley Hwy No # 308	Auburn	WA	(253) 833-6171
Mark Smith	3702 West Valley Hwy No # 308	Auburn	WA	(253) 833-6171
Albertha Steenkamp,Johan Steenkamp	895 Texas Street	Bellingham	WA	(360) 733-5344
Albertha Steenkamp,Johan Steenkamp	1948 S Burlington Blvd	Burlington	WA	(360) 707-2595
Deborah Bermudez,Juan Bermudez	906 S. Ely #B	Kennewick	WA	(509) 582-8400
Brian Poirier,Kimberly Poirier	430 91st Ave NE, Suite 13	Lake Stevens	WA	(425) 335-3344
Brian Poirier,Kimberly Poirier	2125 196th St SW Suite 118	Lake Stevens	WA	(425) 335-3344
Jennifer Campbell,Jonathan Campbell	4924 109TH ST SW	Lakewood	WA	(253) 474-3688
Jennifer Campbell,Jonathan Campbell	4924 109TH Street SW	Lakewood	WA	(253) 474-3688
Brian Poirier,Kimberly Poirier	2125 196th St SW Suite 118	Lynnwood	WA	(425) 778-3355
Brian Poirier,Kimberly Poirier	2125 196th St SW Suite 118	Lynnwood	WA	(425) 778-3355
Brian Poirier,Kimberly Poirier	2125 196th St SW Suite 118	Lynnwood	WA	(425) 778-3355
Jennifer Campbell,Jonathan Campbell	19062 State Hwy 305 NE Suite 104	Poulsbo	WA	(360) 697-3800
Jeffrey Saily	9801 17th Avenue SW	Seattle	WA	(206) 937-7083
Brett Brown, Holly Brown	1014 North Pines Road Ste 116	Spokane Valley	WA	(509) 891-1030
Brett Brown, Holly Brown	1014 North Pines Road Ste 116	Spokane Valley	WA	(509) 891-1030
Brett Brown, Holly Brown	1014 North Pines Road Ste 116	Spokane Valley	WA	(509) 891-1030
Jennifer Campbell,Jonathan Campbell	5421 Capital Blvd SE	Tumwater	WA	(360) 357-6882
Bryan Goodman,Ronald Williams	1102 Brandt Road	Vancouver	WA	(360) 737-2696
Tawnee Seals	1718 N Pine St	Wenatchee	WA	(509) 663-1710
Jennifer Campbell,Jonathan Campbell	8228 Todderjen Lane SW	Yakima	WA	(509) 575-0242
Jennifer Campbell,Jonathan Campbell	8228 Todderjen Lane SW	Yakima	WA	(509) 575-0242
Lisa Gutowski	11 Tayco Street	Appleton	WI	(920) 364-9052
Lisa Gutowski	11 Tayco Street	Appleton	WI	(920) 364-9052
80360 Theresa Waterman; Christopher Waterman	2417 Executive Drive	East Troy	WI	(262) 642-3230

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Phone</b>
80360-Theresa Waterman; Christopher Waterman	2417 Executive Drive	East Troy	WI	(262) 642-3230
80236-Mark Schroeder	610 Fond du Lac Avenue Suite B	Fond du Lac	WI	(920) 921-9798
Lisa Gutowski	2309 Woodale Avenue	Green Bay	WI	(920) 364-9052
80312-Cori Huston,Wendy Vernon	6633 West Forrest Home Avenue	Greenfield	WI	(414) 327-0500
80312-Cori Huston,Wendy Vernon	6633 West Forrest Home Avenue	Greenfield	WI	(414) 817-0100
80312-Cori Huston;Wendy Vernon	6633 West Forrest Home Avenue	Greenfield	WI	(414) 327-0500
Jackie Franklin,Joyce Schirmer	2058 Coltonville Rd.	Janesville	WI	(608) 743-9330
Beth Pinzer	7600 75th Street, Suite 112	Kenosha	WI	(262) 948-0000
Alissa Pinne,Chad Pinne	624 Grand Canyon Drive	Madison	WI	(608) 833-9434
Alissa Pinne,Chad Pinne	624 Grand Canyon Drive	Madison	WI	(608) 833-9434
Julie Willis,Kristopher Willis	9730 N Granville Rd Ste F	Mequon	WI	(262) 242-2330
Julie Willis,Kristopher Willis	9730 N Granville Rd Ste F	Mequon	WI	(262) 242-2330
Julie Willis,Kristopher Willis	9730 N Granville Rd Ste F	Mequon	WI	(262) 242-2330
Julie Willis,Kristopher Willis	9730 N Granville Rd Ste F	Mequon	WI	(262) 242-2330
Kailyn Krause	640 Armour Road, Suite A	Oconomowoc	WI	(262) 569-9995
Donald Regazzi,Wendy Regazzi	307A N Sawyer	Oshkosh	WI	(920) 231-2111
Jeremiah Siebert,Michelle Siebert	1540 Saemann Avenue	Sheboygan	WI	(920) 452-3311
Jeremiah Siebert,Michelle Siebert	1540 Saemann Avenue	Sheboygan	WI	(920) 452-3311
Lori Montes de Oca,Mary Hertel,Theodore Hertel	714 Bluemond Road	Waukesha	WI	(262) 521-2211
Barbara Fitzgerald,Bruce Kuehling	6006 Hilgeman St.	Weston	WI	(715) 359-9796
Barbara Fitzgerald,Bruce Kuehling	6006 Hilgeman St.	Weston	WI	(715) 359-9796

**Franchise Agreements Signed But Units Not Open**  
**(As of December 31, 2023)**

None



## **FDD EXHIBIT E**

### **TERMINATIONS, CEASED OPERATIONS, AND NON-RENEWALS**

#### **FOR THE YEAR ENDING DECEMBER 31, 2023**

<b># of Licenses</b>	<b>Name</b>	<b>City</b>	<b>State</b>	<b>Telephone</b>	<b>Type</b>
1	Timothy Eatman	Tuscaloosa	AL	(479) 283-9965	Termination
2	Nick, Victoria Ahaev & David	Lake Forest	CA	(949) 273-8698	Termination
2	Khan Webb,Miyuki Webb	Santa Maria	CA	(805) 567-8286	Termination
2	Carol Frisius,Dolph Frisius	Visalia	CA	(559) 734-3320	Termination
2	Jorge Guel	Cape Coral	FL	(239) 945-4333	Termination
1	Channon Mills, Frank Mills	Pembroke Pines	FL	(954) 805-6585	Termination
1	Hase,Greg & Lori	Sioux City	IA	(712) 255-0423	Termination
1	Teresa Miller	Waterloo	IA	(319) 232-9018	Termination
1	David Ericson	Geneva	IL	(630) 232-9400	Termination
1	Shakeen Reed	Porter	IN	(317) 697-5125	Termination
1	Loretta Hamrick	Lake Charles	LA	(337) 436-1127	Termination
5	Emily Ferreira,Jorge Ferreira	Detroit	MI	(313) 693-4187	Termination
1	Kim Aiken,Terry Hughson	Rochester Hills	MI	(248) 299-5566	Termination
5	Adrian Herbst,Jasmine Herbst	Southfield	MI	(248) 250-7660	Termination
1	Melissa Jones	Rhodhiss	NC	(828) 212-1240	Termination
1	Charlie Christenson	Hastings	NE	(402) 705-3410	Termination
1	Doug Hyman	Rock Hill	SC	(803) 366-6243	Termination
1	Greg Hase,Lori Hase	Sioux Falls	SD	(605) 335-8282	Termination
1	Cendy Esparza,Jose Gonzalez	El Paso	TX	(915) 755-5020	Termination
2	Marget Martinz	Plano	TX	(972) 881-1300	Termination
1	Jeane Holmes,Shannon Holmes	Prosper	TX	(469) 706-6243	Termination
1	Said, Marian Osman	Falls Church	VA	(703) 931-9466	Termination
1	Andrew Portillo	Newcastle	WA	(425) 881-6243	Termination
1	Gerald Becker,Janet Becker	Altoona	WI	(715) 832-6336	Termination

### **TRANSFERS**

#### **FOR THE YEAR ENDING DECEMBER 31, 2023**

<b># of Licenses</b>	<b>Name</b>	<b>City</b>	<b>State</b>	<b>Telephone</b>	<b>Type</b>
2	Jason Sharp	Huntsville	AL	(256) 881-8806	Transfer
3	Jennifer Heer	Phoenix	AZ	(623) 931-9477	Transfer
4	Shelia Phillips	El Cajon	CA	(619) 579-9205	Transfer
3	Manhart,Timothy	El Sobrante	CA	(510) 231-2205	Transfer
3	Jason Hernandez,Julie Hernandez	Los Angeles	CA	(310) 968-0315	Transfer
1	John R. Hedrick: Maria Hedrick	Ventura	CA	(805) 567-8286	Transfer
1	Trina Hopkins and Douglas Skates	Aurora	CO	(303) 366-6927	Transfer
2	Larry Twain,Mary Anne Twain	Branford	CT	(203) 488-5977	Transfer
1	Lilian Smith	Miami	FL	(305) 238-1119	Transfer
3	Alicia Figuerola;Orlando Figuerola	Sarasota	FL	(941) 753-1358	Transfer
1	Martin,Sean & Nicola	Acworth	GA	(770) 529-4401	Transfer

# of Licenses	Name	City	State	Telephone	Type
1	Brown Family Holdings LLC	Martinez	GA	(706) 650-2409	Transfer
2	Sergio Oropeza Ruiz & Perla V. Gutierrez Jaramillo	Grayslake	IL	(815) 444-7220	Transfer
1	Chistel Bates	Naperville	IL	(630) 687-9765	Transfer
4	Lynn Schneider	Indianapolis	IN	(317) 257-8000	Transfer
2	Hassan Baracka	Hyattsville	MD	(301) 351-0329	Transfer
1	Tyler Minks; Jacob Thralow	Monticello	MN	(320) 291-0996	Transfer
2	Jebra Capra	Belton	MO	(816) 322-3120	Transfer
1	Jeffery Taylor, Christopher Fontenot, Jack Christopher	Jackson	MS	(601) 917-0207	Transfer
4	Kara Trull; Brian Trull	Raleigh	NC	(919) 859-4404	Transfer
6	Brian Houtman; Jaclyn Houtman	Ft. Worth	TX	(713) 541-4167	Transfer
1	Brandi Brown	Tyler	TX	(936) 205-9142	Transfer
7	Kelly Hendrix	Salt Lake City	UT	(801) 466-5353	Transfer
1	Kelly Hendrix	Washington	UT	(801) 466-5353	Transfer
3	Rebecca Frazer; Emmy Byrnes	Springfield	VA	(703) 644-5757	Transfer
3	Brett Brown, Holly Brown	Spokane Valley	WA	(509) 891-1030	Transfer
2	Theresa Waterman; Christopher Waterman	East Troy	WI	(262) 642-3230	Transfer
1	Kailyn Krause	Oconomowoc	WI	(262) 569-9995	Transfer

## **FDD EXHIBIT F**

### **ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN**

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

No statement, questionnaire, or acknowledgement 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.

## ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

The following information applies to franchises and Franchisees subject to California statutes and regulations. Item numbers correspond to those in the main body:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.
2. No franchisor or any person in Item 2 of this FDD is subject to any currently effective order of any national securities association or national securities 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 such association or exchange.
3. California Business and Professions Code 10000 through 10043 provides rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
4. No statement, questionnaire, or acknowledgement 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.
5. The highest interest rate allowed by law for Late Payments in the State of California is 10% annually.
6. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**
7. 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.)
8. 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.
9. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
10. The franchise agreement requires binding arbitration. The arbitration will occur in the metropolitan area of our then-current principal place of business (currently, Atlanta, Georgia), with the award of damages including actual damages costs and attorneys' fees will be decided by the arbitrators.
11. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
12. The franchise agreement requires application of the laws of the State of Georgia. This provision may not be enforceable under California law.

13. Section 31124 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
14. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31416). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 20000 through 20043).
15. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

## FDD EXHIBIT F

### ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

This California Addendum is entered into concurrently with that certain Franchise Agreement of even date herewith by and between Merry Maids SPE LLC (“Merry Maids”) and \_\_\_\_\_ (“Franchisee”). Unless otherwise defined herein, capitalized terms shall have the same meaning as described in the Franchise Agreement. **The terms of this Addendum shall survive the termination or expiration of the Agreement.**

In consideration of the execution of the Franchise Agreement (the “Agreement”), Merry Maids and Franchisee agree to amend the Agreement as follows:

1. To the extent that Section 14 (“Termination of the Franchise; Post Termination Obligations; Transfer”) or any other terms of the Agreement are inconsistent with the California Franchise Relations Act (CA. Bus. & Prof. Code § 20020, et. seq.), the terms of the statute will control and the applicable Section shall be modified only to the extent required to comply with such law. The parties agree that in no event shall a reasonable opportunity to cure to the extent required under such statute be greater than seventy five (75) days.

2. Notwithstanding anything to the contrary contained in the Franchise Agreement, all written notices related to any proposed transfer or assignment by you as contained in Section 14, must be delivered by business courier or receipted U.S. mail.

3. Notwithstanding anything to the contrary stated in the Franchise Agreement, Merry Maids will provide sixty (60) days’ written notice (or such other cure period prescribed by California law from time to time), and opportunity to cure any default described in Section 14.A.3, A.5, A.8, A.9 (to the extent that the felony conviction is unrelated to the franchised business), A.10 and A.11.

4. The parties agree that if Franchisee or any its owners commit any of the breaches of this Agreement identified in Section 14.A, each such breach shall be deemed to be a failure by Franchisee to substantially comply with the Franchise Agreement requirements. The parties further agree that a breach by Franchisee or any of its owners under Section 14.A, of a material provision of this Agreement, or of any other agreement with Franchisor or any Franchisor Affiliate, or any mandatory requirement prescribed in any Manual shall be deemed to be a failure by Franchisee to substantially comply with the Franchise Agreement requirements.

5. The following language is added to the end of Section 14.C.6 of the Agreement:

The provisions of this Section 14.C.6 shall apply to the extent that the franchisee’s actions inherently call upon franchisee to use or disclose Franchisor’s confidential information, including, without limitation, Franchisor’s current and future, manuals; trade secrets, methods, know-how, or training as well as advertising and marketing plans and strategies; student/client lists and data; Franchised Businesses’ operating data and statistics; customer accounts and related information; and other methods, formulas, specifications and procedures for developing and operating Merry Maids businesses.

6. The following language is added at the end of Section 14.C.:

Franchisor shall have the right upon termination or non-renewal of the Franchise to purchase from Franchisee at the value of price paid by Franchisee, minus depreciation, Franchisee’s inventory, supplies,

equipment, fixtures and furnishings (the “Items”) purchased or paid for under the terms of this Agreement or an agreement ancillary hereto by Franchisee to Franchisor or to its approved suppliers that are possessed or used by Franchisee in the franchised business at the time of termination or non-renewal. For the purposes of this provision and compliance under and construction of the California Franchise Relations Act (CFRA), the parties agree that such depreciation shall be calculated based on whichever of the two (2) methods prescribed results in a lower valuation of the Items: i) the Modified Accelerated Cost Recovery System (MACRS) method applied in accordance with the applicable standard U.S. Internal Revenue Service (IRS) schedules effective for the calendar year immediately preceding the calendar year in which the Franchise Agreement terminated or expired and was not renewed; or ii) depreciation schedules included by Franchisee in the IRS income tax return for the franchised business filed for the calendar year immediately preceding the calendar year in which the Franchise Agreement terminated or expired and was not renewed. Franchisee shall provide Franchisor a true and complete copy of such income tax return and related schedules within five (5) business days of Franchisor’s request. Franchisee shall further provide Franchisor clear title to and possession of any such Items. Franchisor can offset against the amounts owed to Franchisee any amounts owed by Franchisee to Franchisor.

In the event a court or arbitrator finds that Franchisor has terminated or failed to renew this Agreement in violation of the CFRA, the parties agree that the fair market value of the franchised business and franchise assets (the “FMV”) for purposes of compliance with the CFRA shall be established in accordance with the following procedure: Franchisor and Franchisee shall mutually select an independent Certified Business Appraiser within thirty (30) days of such court/arbitrator finding. If unable to identify a mutually agreeable Certified Business Appraiser, Franchisor and Franchisee each shall select a person within forty-five (45) days of such court/arbitrator finding who is an independent Certified Business Appraiser (the “Designees”) and such Designees promptly shall mutually agree to a third independent Certified Business Appraiser whose determination of the FMV shall be final and binding on the parties. This provision shall survive the termination or expiration of the Franchise Agreement.

7. The following language is added as new Section 3.C:

Territory Withdrawal. If Franchisor publishes an announcement that it has determined that continued franchising in the state or in the standard metropolitan statistical area (as established by the United States Office of Management and Budget) within the state in which Franchisee’s Territory is located is not appropriate for reasons that relate to Franchisor’s economic or other interests and that it is completely withdrawing from all franchise activity in such state/area (provided that Franchisor can continue to service existing Franchisees under outstanding agreements), then Franchisor will be considered to have made a general market area withdrawal, will have no liability to Franchisee therefore and will not be required to offer Franchisee any renewal Franchise or similar rights (a “Territory Withdrawal”). In that event and if Franchisee is not in default of this Agreement, Franchisee will not be required to comply with its non-competition obligations under Section 14.C.6. Franchisor shall not prevent Franchisee from retaining control of the principal place of the Franchised Business in the event of a market withdrawal. Franchisee agrees that if any statute or court decision requires “good cause” (or any similar standard) for non-renewal, Franchisor’s compliance with the provisions of this clause will be deemed to be good cause.

8. Section 27A. to 27.C. are deleted.

9. For franchises operating outlets in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

10. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business to that extent is void under California Business and Professions Code Section 16600.

11. To the extent a proper judicial body determines that this Addendum is in conflict with any term or condition of the Franchise Agreement, the terms of this Addendum shall control.

*[Signature page to follow.]*



IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT F**

### **ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII**

The following information applies to franchises and Franchisees subject to the Hawaii statutes. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OR A FINDING BY THE COMMISSIONER OF SECURITIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

REGISTERED AGENT IN THE STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS: COMMISSIONER OF SECURITIES OF STATE OF HAWAII, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, 335 MERCHANT STREET, ROOM 203, HONOLULU, HAWAII 96813.

2. Item 17. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

No statement, questionnaire, or acknowledgement 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 our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**FDD EXHIBIT F**

**ADDENDUM TO FRANCHISE AGREEMENT  
FOR THE STATE OF HAWAII**

In recognition of the requirement of the State of Hawaii, the parties to the attached Merry Maids SPE LLC Franchise Agreement (the "**Franchise Agreement**") agree as follows:

1. **BACKGROUND.** This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the Franchised Business that Franchisee will operate under the Franchise Agreement will be located in Hawaii, (b) any of the franchise offer or sales activity occurred in Hawaii, and/or (c) Franchisee is a resident of Hawaii.

2. **ACKNOWLEDGEMENTS.** The acknowledgements in Sections 27.B. and 27.C. of the Franchise Agreement are hereby deleted.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

MERRY MAIDS SPE LLC:

FRANCHISEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT F**

### **ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS**

The following information applies to franchises and Franchisees subject to the Illinois Disclosure Act of 1987:

1. Illinois law governs the Franchise Agreement.
2. 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 arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation of 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.

## FDD EXHIBIT F

### ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

This Addendum relates to franchises sold in the state of Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Merry Maids SPE LLC ("Merry Maids") and Franchisee agree to amend the Agreement as follows:

1. Illinois law governs the Franchise Agreement.
2. 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 arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation of 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT F**

### **ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND**

The following information applies to franchises and Franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

1. Item 5

Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until we complete our pre-opening obligations under the Franchise Agreement.

2. Item 17

A. Items 17v and w, under the heading "Renewal, Termination, Transfer and Dispute Resolution", are amended by the addition of the following language to the original language that appears therein:

"The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this law".

B. Item 17c, under the heading "Renewal, Termination, Transfer and Dispute Resolution", is amended by the addition of the following language to the original language that appears therein:

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

C. Item 17f, under the heading "Renewal, Termination, Transfer and Dispute Resolution", is amended by the addition of the following language to the original language that appears therein:

"The provision in the franchise agreement which provides for termination upon bankruptcy of the franchise may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)

D. Item 17t, under the heading "Integration/merger clause", is amended by the addition of the following language to the original language that appears therein:

"No statement, questionnaire, or acknowledgement 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."

## FDD EXHIBIT F

### ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This Addendum relates to franchises sold in the State of Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Merry Maids SPE LLC ("Merry Maids") and Franchisee agree to amend the Agreement as follows:

1. Section 2 of the Agreement, under the heading "Initial Franchise Fees and Opening Deadline" is amended by the addition of the following language:

"Based on the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under this Agreement."

2. Section 14.D. of the Agreement, under the heading "Transfers by Franchisee" is amended by the addition of the following language to the original language that appears therein:

"The general release required as a condition of assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law".

3. Section 25 of the Agreement, under the heading "Applicable Law", is amended by the addition of the following language to the original language that appears therein:

"The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a lawsuit in Maryland for claims arising under this Law".

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT F**

### **ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA**

The following information applies to franchises and Franchisees subject to the Minnesota Franchise Act. Item numbers correspond to those in the main body:

#### Cover Page

#### Risk Factors:

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OR ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC DISCLOSURE DOCUMENT STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENT RELATING TO THE SALE OF THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OF AGREEMENT SHOULD BE REFERRED TO FOR UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF THE FRANCHISOR AND FRANCHISEE.

#### Item 13

A. Item 13, under the heading, “Trademarks,” is amended by the addition of the following language to the original language that appears therein:

“The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.”

#### Item 17

A. Item 17e and f, under the heading “Renewal, Termination, Transfer and Dispute Resolution”, is amended by the addition of the following language to the original language that appears therein:

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

B. Item 17v and w, under the heading “Renewal, Termination, Transfer and Dispute Resolution”, is amended by the addition of the following language to the original language that appears therein:

“Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J, prohibit franchisor from requiring litigation, to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce: (a) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or (b) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”



“Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.”

“Minn. Rule 2860.4400J permits a franchisor to seek injunctive relief; however, a franchisee cannot consent to the franchisor obtaining injunctive relief. A Court will determine if a bond is required.”

“Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd.5.”

## **FDD EXHIBIT F**

### **ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA**

This Addendum relates to franchises sold in the State of Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement (the “Agreement”), Merry Maids SPE LLC (“Franchisor”) and Franchisee agree to amend the Agreement as follows:

1. Sections 3 and 14 of the Agreement, under the headings, “Term and Renewal” and “Termination of the Franchise; Post-Termination Obligations; Transfers” are amended by the addition of the following language to the original language that appears therein:

“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, (a) 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 (b) 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.”

2. Section 4 of the Agreement, under the heading, “Proprietary Marks,” is amended by the addition of the following language to the original language that appears therein:

“The Franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.”

3. Sections 24 and 25, under the headings, “Dispute Resolution” and “Applicable Law” are amended by the addition of the following language to the original language that appears therein:

“Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J, prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce: (a) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or (b) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

“The Franchisor may seek injunctive relief; however, franchisee cannot consent to the franchisor obtaining injunctive relief. A Court will determine if a bond is required.”

“Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.”

*[Signature page to follow.]*

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## FDD EXHIBIT F

### ADDENDUM TO DISCLOSURE DOCUMENT FOR THE STATE OF NEW YORK

The following information applies to franchises and Franchisees subject to New York statutes and regulations. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE 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, 21<sup>ST</sup> FLOOR NEW YORK, NY 10005**

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS; 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 PROSPECTUS.

2. Item 3

Item 3 is amended by the deletion of “Other than these actions, no litigation is required to be disclosed in this Item” and replacing it with the following language substituted in order to conform with 13 NYCRR 200.4 (iii):

Other than these actions, neither Merry Maids, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the Merry Maids principal trademark:

a. 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. In addition, there are no 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.

b. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

c. Is subject to 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 an order or 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. Item 4

Item 4 is amended by the deletion of the language contained therein and the following language substituted in order to conform with 13 NYCCR 200.4 (iii):

Neither Merry Maids, its affiliate, its predecessor, officers or general partner during the ten-year period immediately before the date of the DISCLOSURE DOCUMENT: (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 the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 17

Item 17, Section d, is amended by the addition of the following language to the original language that appears therein:

"The Franchisee may terminate the Agreement upon any grounds available by law"; and

Item 17, Section w, is amended by the addition of the following language to the original language that appears therein:

"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"

Item 17, Section j, is amended by the addition of the following language:

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

## FDD EXHIBIT F

### ADDENDUM FOR THE FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK

This Addendum relates to franchises sold in the State of New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Merry Maids SPE LLC ("Merry Maids") and Franchisee agree to amend the Agreement as follows:

Section 14, "TERMINATION OF THE FRANCHISE; POST-TERMINATION OBLIGATIONS; TRANSFERS," of the Agreement shall be amended by the addition of the following language:

To paragraph B: "Franchisee may terminate this agreement on any grounds available by law."

To paragraph E: "However, no assignment will be made except to an assignee that, in the good faith and judgment of the Franchisor is willing and able to assume the Franchisor's obligations under the Franchise Agreement."

Section 25, "APPLICABLE LAW," of the Agreement shall be amended by the addition of the following language to paragraph A:

"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."

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT F**

### **ADDENDUM TO DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA**

The following information applies to franchises and Franchisees subject to North Dakota statutes and regulations. Item numbers correspond to those in the main body. To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

17(c): Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppels or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

17(i): The Disclosure Document and Section 14 of the Franchise Agreement requires franchisee to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

17(r): Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. Covenants not to compete that are included in the Franchise Agreement is inconsistent with North Dakota law and are generally considered unenforceable in the State of North Dakota.

17(u): The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

17(v) and (w): Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

## **FDD EXHIBIT F**

### **ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA**

This Addendum relates to franchises sold in the State of North Dakota and is intended to comply with North Dakota statutes and regulations. To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

4. This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.



IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Addendum to the Agreement on the same day and year that the Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT F**

### **ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF RHODE ISLAND**

The following information applies to franchises and Franchisees subject to the Rhode Island Franchise Act. Item numbers correspond to those in the main body:

#### **Item 17**

Item 17v and w, under the heading, "Renewal, Termination, Transfer and Dispute Resolution", is amended by the addition of the following language to the original language that appears therein:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act."

**FDD EXHIBIT F**

**ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND**

This Addendum relates to franchises sold in the state of Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement (the "Agreement"), Merry Maids SPE LLC ("Merry Maids") and Franchisee agree to amend the Agreement as follows:

Section 25 of the Agreement, under the heading "Applicable Law," is amended by the addition of the following language to the original language that appears therein:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT F**

### **ADDENDUM TO DISCLOSURE DOCUMENT FOR THE STATE OF VIRGINIA**

The following information applies to franchises and Franchisees subject to Virginia statutes and regulations.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds 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.

## **FDD EXHIBIT F**

### **ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON**

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

#### Item 3, Additional Disclosures:

Re: Franchise No Poaching Provisions (Merry Maids, LP), State of Washington, King County Superior Court, Civil Case No. 18-2-56308-9. In January 2018, the State of Washington Office of Attorney General initiated an investigation into “no-poach” provisions in franchise agreements executed by Merry Maids, LP (“Merry Maids”). Merry Maids expressly denied (1) the inclusion of its restrictive covenant language in franchise agreements violated the Washington’s Consumer Protection Act, RC 19.86.030, or any other law; and (2) having engaged in conduct that constitutes a contract, combination or conspiracy in restraint of trade because it had not/has not enforced the no-poaching provision in or outside of State of Washington. On December 5, 2018, Merry Maids voluntarily entered into and filed an Assurance of Discontinuance (“AOD”) with the State of Washington. As part of the AOD, Merry Maids agreed to (1) not include no-poaching provisions in any of its future franchise agreements nationwide after the date of the AOD; (2) not enforce no-poaching provisions in any of its existing franchise agreements nationwide; (3) make all of its franchisees in the United States aware of the entry of the AOD and provide them with a copy upon request; and (4) offer to amend all existing franchise agreements within the State of Washington to remove any no-poaching provisions.

#### Item 5, Initial Fees:

Due to our financial condition, the Washington Department of Financial Institutions Securities Division requires us to defer our collection of the Initial Franchise Fee and the Online Marketing Fund deposit until we have fulfilled our initial pre-opening obligations under the Franchise Agreement and your Merry Maids franchise is open for business.

#### Item 17, Additional Disclosure:

The state of Washington has a statute, RCW 19.100.180 which 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 shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as deemed by the arbitrator. 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 franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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.

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

The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Carefully evaluate any information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee 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 any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **FDD EXHIBIT F**

### **ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON**

This Addendum relates to franchises sold in the state of Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Franchise Agreement (the “Agreement”), Merry Maids SPE LLC (“Merry Maids”) and Franchisee agree to amend the Agreement as follows:

1. The state of Washington has a statute, RCW 19.100.180 which 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.
2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as deemed by the arbitrator. In addition, if litigation is not precluded by the Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
5. 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.
6. 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.
7. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
8. The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Carefully evaluate any information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

9. Section 2 of the Franchise Agreement is revised to add the following:

The Washington Department of Financial Institutions Securities Division requires the franchisor to defer collection of the Franchise Fee and the Marketing Fund Fee until the franchisor has fulfilled its initial pre-opening obligations under this Agreement and the franchisee is open for business.

10. Section 27 of the Franchise Agreement is deleted.

11. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee 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 any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum. Dated this\_\_day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **FDD EXHIBIT F**

### **ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF WISCONSIN**

The following information applies to franchises and Franchisees subject to the Wisconsin Administrative Code. Item numbers correspond to those in the main body:

#### Item 17

“The Wisconsin Fair Dealership Law supersedes any provision of the applicant’s franchise contract or agreement inconsistent with that law.”

## **FDD EXHIBIT F**

### **ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF WISCONSIN**

This Addendum relates to franchises sold in the State of Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the Franchise Agreement (the “Agreement”), Merry Maids SPE LLC (“Merry Maids”) and Franchisee agree to amend the Agreement as follows:

“The Wisconsin Fair Dealership Law supersedes any provisions of the applicant’s franchise contract or agreement inconsistent with that law.”

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

MERRY MAIDS SPE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **FDD EXHIBIT G**

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**CUSTOMER ACQUISITION AGREEMENT**

THIS CUSTOMER ACQUISITION AGREEMENT (the “**Agreement**”) made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “**Effective Date**”) by and between (i) \_\_\_\_\_, a [insert state of formation and type of entity], having a mailing address of \_\_\_\_\_ (“**Transferee**”), (ii) \_\_\_\_\_, a [insert state of formation and type of entity], having a mailing address of \_\_\_\_\_ (“**Transferor**”), and (iii) Merry Maids SPE LLC a Limited Liability Company with a mailing address of One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”).

**RECITALS**

1. Transferor and Franchisor are parties to a franchise agreement dated \_\_\_\_\_ (“**Transferor’s Franchise Agreement**”) for the operation of a Merry Maids® franchised business within a territory or market (as such term is defined in such agreement) in \_\_\_\_[city, state]\_\_\_\_\_ (the “**Transferor’s Territory**”).
2. Transferee and Franchisor are parties to a franchise agreement dated \_\_\_\_\_ (“**Transferee’s Franchise Agreement**”) for the operation of a new Merry Maids® franchised business within a territory in \_\_\_\_[city, state]\_\_\_\_\_ (the “**Transferee’s Territory**”).
3. Prior to Transferee’s purchase of the franchise rights in the Transferee’s Territory, Transferor was authorized by Franchisor to provide services to Merry Maids® customers located within portions of the Transferee’s Territory. Pursuant to Transferor’s Franchise Agreement, Transferor is obligated to transfer any and all rights to the customers that it has serviced within the Transferee’s Territory (the “**Acquired Customers**”) to Transferee, as the owner of a new Merry Maids® franchise that is licensed to operate in the Transferee’s Territory. A complete list of such Acquired Customers, active and inactive, including their contact information is attached as Exhibit A (the “**Customer List**”).
4. Pursuant to the Transferor’s and Transferee’s Franchise Agreements, the Customer List is an intangible asset of Franchisor, and Transferor and Transferee have the right to use and/or transfer the Customer List only with the direct and express consent of the Franchisor.
5. Transferee desires to acquire the right to use the Customer List, provide services to the Acquired Customers, and assume all active contracts between Transferor and such Acquired Customers (the “**Customer Contracts**”). Franchisor is willing to consent to such assignment of rights with respect to the Acquired Customers in accordance with the terms and conditions of this Agreement.

**TERMS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

**1. OBLIGATIONS**

A. Transferor's Obligations. Upon the terms and subject to the conditions set forth in this Agreement, Transferor agrees to transfer and deliver to Transferee, and Transferee agrees to assume and accept from Transferor, all of Transferor's rights, title, and interests related to (i) the Customer List, (ii) the Acquired Customers, and (iii) the Customer Contracts. Transferor warrants that (a) the Customer List attached as Exhibit A is a complete and accurate list of all customers that it has serviced within the Transferee’s Territory at any time,

and (b) Transferor will deliver to Transferee upon execution of this Agreement all of its active Customer Contracts, each of which has been assigned to Transferee through this Agreement as of the Effective Date.

B. Rights to Revenue. Transferor shall be entitled to collect and receive any monies owed by Acquired Customers related to services provided by the Acquired Customer prior to the Effective Date but shall have no right to any monies paid or owed by Acquired Customers for services provided on or after the Effective Date. If Transferor has collected any prepaid revenue (such as any revenue under Customer Contracts) that relates to services that have not been fully rendered as of the Effective Date and must be provided to Acquired Customers after the Effective Date, Transferor shall pay Transferee a pro rata share of such revenue based on the proportion of services already rendered by Transferor and the proportion of services to be rendered in the future by Transferee.

C. Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, Transferee agrees that, as of the Effective Date, Transferee will assume and perform the services to the Acquired Customers on the Customer List and thereafter perform and discharge when due all obligations and liabilities with respect to the Customer Contracts that relate to events that occur after the Effective Date.

D. Liabilities Not Assumed. Transferee does not assume by virtue of this Agreement any obligations or liabilities of Transferor of any kind, character or description whatsoever, whether arising before, at, or after the Effective Date with respect to the Acquired Customers, the Customer List, or the Customer Contracts, including, without limitation, any liabilities or obligations related to acts or omissions of the Transferor prior to the Effective Date. Transferor shall remain solely responsible for any customer claims (including, without limitation, any warranty, damage, theft, and/or refund claims) related to the acts or omissions of Transferor prior to the Effective Date.

E. Purchase Price. Subject to the other terms and conditions of this Agreement, Transferee will remit to Transferor by check on the Effective Date the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_) [\$525 for each Acquired Customer that has received services from the Transferor in the 90-day period immediately preceding the Effective Date].

F. Transferor Warranty. Transferor warrants that it has not, as of the Effective Date, sold, leased, given, or provided the Customer List or the Customer Contracts to any third party and that Transferor will destroy all copies of the Customer List and the Customer Contracts upon transfer to Transferee, except insofar as such documents are incorporated into other necessary business records and are subject to record retention obligations imposed by state law. Transferor agrees that it shall no longer provide any services to any of the Acquired Customers after the Effective Date (unless Transferor or Transferee agree otherwise in writing), and it shall not directly or indirectly interfere with Transferee's relationship with such Acquired Customers.

G. Due Diligence. Transferor and Transferee represent and warrant to Franchisor that Transferor provided Transferee with the opportunity to carry out full and complete due diligence in relation to the acquisition of the Customer Contracts and Customer List, and that Transferee completed such due diligence to its satisfaction.

## **2. CONSENT TO TRANSACTION**

A. Consent to Transaction. Transferor and Transferee acknowledge and agree that the Customer List and related Acquired Customer relationships are intangible assets of the Franchisor. Franchisor hereby consents to the proposed transaction that will transfer from Transferor to Transferee certain rights to use the Customer List and to service the Acquired Customers. After the Effective Date, Transferee must service the Acquired Customers in accordance with the terms of Transferee's Franchise Agreement during the term of such agreement.

B. Non-Responsibility of Franchisor. Transferor and Transferee acknowledge, agree, and understand that Franchisor, its legal counsel, and any other person or entity acting on Franchisor's behalf have not (i) made any claims, representations, promises, or otherwise with regard to the Acquired Customers, the Customer List, and the

Customer Contracts or (ii) accepted or assumed any responsibility with respect to the transactions contemplated by this Agreement. It is solely Transferee's duty to evaluate and investigate any representations made by Transferor, and Transferor is solely responsible for the accuracy and completeness of such representations. Franchisor's only involvement in this transaction is to give its consent to the transfer of the right to use its intangible assets from one franchisee to another.

### **3. INDEMNITY**

A. Claims of Transferee. Transferor shall indemnify and hold harmless Transferee and Franchisor against, and in respect of:

- i. Any and all damages, losses, liabilities, costs, and expenses incurred or suffered by Transferee that result from, relate to, or arise out of any (a) breach of warranty or any representation made by Transferor contained in this Agreement or (b) any acts or omissions of the Transferor related to any Acquired Customer that occurred prior to the Effective Date; or
- ii. Any and all actions, suits, claims, proceedings, investigations, demands, assessments, audits, fines, judgments, costs, and other expenses (including, without limitation, reasonable legal fees and expenses) incident to any of the foregoing.

### **4. MISCELLANEOUS**

A. Entirety. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and no statement, agreement, representation, or understanding is binding on either party unless it is contained in this Agreement and its Exhibit. Transferor, Transferee, and Franchisor acknowledge and agree that the Recitals are a material part of this Agreement.

B. Governing Law. The terms of this Agreement and any dispute concerning its interpretation or performance shall be governed by and construed in accordance with the laws of the State of Georgia, without recourse to principles of conflict of laws.

C. Amendment. This Agreement may not be amended without the written consent of all parties.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed in duplicate this Asset Acquisition Agreement as of the day and year first above written.

**FRANCHISOR: MERRY MAIDS SPE LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TRANSFEROR: \_\_\_\_\_**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TRANSFeree: \_\_\_\_\_**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**TO CUSTOMER ACQUISITION AGREEMENT**

# **FDD EXHIBIT I**

## **MERRY MAIDS TEAM MOBILITY END-USER LICENSE AGREEMENT**

This END-USER LICENSE AGREEMENT is a legal agreement between Merry Maids SPE LLC (“Merry Maids”), an affiliate of ServiceMaster Opco Holdings LLC, located at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, and \_\_\_\_\_, a corporation or a limited liability company, or an individual or a single entity franchise owner, doing business as Merry Maids #\_\_\_\_\_, #\_\_\_\_\_, #\_\_\_\_\_, #\_\_\_\_\_, #\_\_\_\_\_, with its principal office \_\_\_\_\_ located \_\_\_\_\_ at \_\_\_\_\_

(“LICENSEE”). For purposes of this Agreement, MERRY MAIDS and LICENSEE, may be referred to individually as “Party” and collectively as “Parties.”

### **RECITALS**

- A. ServiceMaster Opco Holdings LLC, for the benefit of its affiliates, entered into a Statement of Work amending the Master Services Agreement with Dispatch Technologies Inc. (“Developer”) for the license and use of Developer’s customized computer program and software commonly referred to as “Dispatch.me” (hereinafter referred to as “Software”).
- B. MERRY MAIDS wished to extend the license and Software functionality to the franchise owners.
- C. LICENSEE, as a franchise owner, desires to license such Software for purposes of processes, along with managing the jobs and information within its franchise business.

### **AGREEMENT**

In consideration of the above recitals and the promises set forth below, the Parties agree as follows:

- 1. License. Subject to the terms and conditions of this Agreement, MERRY MAIDS hereby grants, and LICENSEE hereby accepts, a non-exclusive, non-transferable license for use only in the LICENSEE’S MERRY MAIDS franchise business. It being understood and agreed that such license includes the non-exclusive right to use the Developer’s Software.
- 2. Scope of Services. LICENSEE will receive the following services as part of the licensing and Software access:
  - (a) Pre-Service notifications via email or text;
  - (b) “On-My-Way” notification via email or text;
  - (c) Post-Service 5-Star Survey
  - (d) Digital work orders and workflow;
  - (e) Automated close-out process for digital work orders;
  - (f) Management portal ability using GPS mapping of clients;
  - (g) Two-way communication through application between LICENSEE and employees and between employees and LICENSEE’S clients;
  - (h) Social Profile Builder Linking 5-Star Survey results in Google Reviews/Yelp, and
  - (i) Application for client opportunity to add gratuity for LICENSEE’s employees.

3. Additional Services and Functionality will be made available upon release by the Developer to LICENSEE by MERRY MAIDS for an additional fee to be determined at time of availability.
4. Delivery and Installation: MERRY MAIDS will deliver access to the Software upon execution of this Agreement and payment of the License Fees described in Section 7 and Section 8 if applicable, and Schedule A below.
5. Software Support: MERRY MAIDS will provide help-desk support from 7:00 a.m. to 6:00 p.m. CST, Monday through Friday (excluding holidays) to answer questions related to functionality of the Software ("Support Services"), except that MERRY MAIDS shall **not** provide Support Services for the hardware or computer system, including third-party software, peripherals, internet connection, other computer equipment and mobile device hardware used to operate the Software. LICENSEE is required to comply with the MERRY MAIDS then-current specifications regarding computer hardware equipment including third-party software, peripherals, internet connection, other computer equipment and mobile device hardware used to operate the Software. MERRY MAIDS agrees to provide LICENSEE access free of charge to all general Software Support for upgrades and updates that may be created from time to time by the Developer and made available to MERRY MAIDS for use by the LICENSEE. Online training and webinars related to the Software Support will be available. LICENSEE is required to use the most current operating system and app versions with the Software.
6. Restrictions. Licensee may not: (a) permit any parent, subsidiaries, affiliated entities or third parties to use the software; (b) process or permit to be processed the data of any other party; (c) sell, license, publish, display, distribute, rent, lease, assign, distribute or otherwise transfer the Software to a third party without MERRY MAIDS' prior written consent; (d) copy or reproduce the Software; (e) alter, modify, adapt, merge, make derivative works of, disassemble, decompile or reverse engineer the Software; or (f) access or use the Software to build a similar or competitive service or application.
7. Standard License Fees and Payment. LICENSEE will pay MERRY MAIDS a monthly license fee per franchise location. SCHEDULE A to this EULA lists the fees, packages, and payment method available for this Software. The monthly licensee fee is subject to adjustment of any such license fee adjustment. All license fees will be billed by MERRY MAIDS on a quarterly basis and is payable within 30 days of receipt of the invoice. LICENSEE shall be responsible for tendering the fees set forth herein to MERRY MAIDS in a timely manner. MERRY MAIDS reserves the right to periodically increase the license fee by a reasonable amount to reflect the increased costs of MERRY MAIDS providing services (including those provided by third parties) and Software access under this Agreement. The timely payment of license fees is the essence of this Agreement. Failure of LICENSEE to make timely payments to MERRY MAIDS will be considered a material breach of this Agreement and may subject the LICENSEE'S rights to the Software, by immediate suspension and/or termination of Software access.
8. MERRY MAIDS Specials or Discounted Fees for Software. MERRY MAIDS may cancel or extend special rate offers or reduce or increase standard license fees at its sole discretion.

SCHEDULE A to this Software EULA lists Standard License Fees to LICENSEE. MERRY MAIDS may require LICENSEE to sign an addendum to this EULA before taking advantage of any promotions or special offers MERRY MAIDS offers.

9. Ownership. Other than the license granted, no right, title, or interest in all or any portion of the Software is conveyed or assigned to LICENSEE, either expressly or by implication, by virtue of this Agreement, including any patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property associated with the Software.
10. Term and Termination. The term of the EULA and the license rights granted hereunder shall commence on the date Merry Maids signs this EULA (“Effective Date”) and shall continue uninterrupted on a month-to-month basis for 12 months, unless otherwise terminated or canceled as provided below:
  - (a) LICENSEE fails to timely pay MERRY MAIDS any fees hereunder, provided, however, that before terminating this Agreement and canceling LICENSEE’S service for non-payment, MERRY MAIDS agrees to provide LICENSEE with a written notice 30 days in advance of any such termination. If LICENSEE pays outstanding balances in full prior to the expiration of the 30-day notice, termination of this Agreement for non-payment will be avoided.
  - (b) LICENSEE is in default of any other provision of this Agreement and such default remains uncured for 30 days after written notice of default is provided to LICENSEE by MERRY MAIDS.
  - (c) MERRY MAIDS’ license with the Developer terminates, or if MERRY MAIDS adopts a different software program.
  - (d) LICENSEE, for any reason, ceases to be a franchisee of MERRY MAID.
  - (e) With or without cause, at any time, by either Party upon providing the other Party at least a 30-day advance written notice of such termination after the first 90 days of service.

In the event of termination or cancellation of this Agreement pursuant to this Section 10, MERRY MAIDS may declare all fees owed hereunder to MERRY MAIDS TO BE IMMEDIATELY DUE AND PAYABLE AND REQUIRE LICENSEE TO CEASE ANY FURTHER USE OF THE Software and any related upgrades, modifications, and documentations.

11. WARRANTY DISCLAIMER. THE SOFTWARE IS LICENSED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF NON-INFRINGEMENT.
12. LIMITATION OF LIABILITY. MERRY MAIDS SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL LOSSES WHATSOEVER OR HOWEVER CAUSED ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, ITS USE OR OTHERWISE. MERRY MAIDS’ TOTAL LIABILITY TO LICENSEE FOR DAMAGES RELATED TO THE SOFTWARE SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR SOFTWARE SUPPORT FEES IN THE PREVIOUS TWELVE-MONTH PERIOD.



13. Confidentiality. LICENSEE acknowledges that the Software is proprietary to MERRY MAIDS and/or its licensor and has been developed as valuable intellectual property. LICENSEE agrees that it will not disclose or permit any of its employees, agents or representatives to disclose to any party any data or information with respect to the Software or any information relating thereto without the prior written consent of MERRY MAIDS. This obligation shall continue during the term of this Agreement and thereafter, regardless of the reason for which the Agreement shall have terminated, expired, or been assigned.
14. Assignment. This Agreement is only assignable by LICENSEE in connection with a valid assignment of LICENSEE'S MERRY MAIDS Franchise Agreement.
15. Notices. Notices required under this Agreement shall be sent to the Party at its address set forth above via personal delivery, overnight delivery, certified mail return receipt requested, fax, or email.
16. Entire Agreement Governing Law. This Agreement constitutes the entire and final agreement between the Parties with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless agreed upon in writing and signed by both Parties, and then such waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, except for the conflict of laws provisions. In connection with this Agreement, the Parties consent to the personal jurisdiction of and venue in, the federal or state courts located in the metropolitan area of MERRY MAIDS' then-current principal place of business (currently, Atlanta, Georgia)

#### **SCHEDULE A TO MERRY MAIDS TEAM MOBILITY AGREEMENT**

<p><b><u>Functions include:</u></b></p> <ul style="list-style-type: none"> <li>(a) Pre-Service notifications via email or text;</li> <li>(b) "On-My-Way" notification via email or text;</li> <li>(c) Post Service 5-Star Survey;</li> <li>(d) Digital work orders and workflow;</li> <li>(e) Automated close-out process for digital work orders;</li> <li>(f) Management portal ability using GPS mapping of clients;</li> <li>(g) Two-way texting between LICENSEE'S employees and LICENSEE'S clients;</li> <li>(h) LICENSEE'S clients may add gratuity for LICENSEE'S employees, and</li> <li>(i) Social Profile Builder linking of 5-Star Survey results in Google Reviews/Yelp.</li> </ul>	<p><b><u>Standard Fees:</u></b></p> <p><b>\$129.00 per Licensee location per month</b></p>
<p>Additional Services and Functionality upon release by Developer to MERRY MAIDS</p>	<p>Pricing to be determined when released to MERRY MAIDS.</p>

**Billing Information:** Billed quarterly; due 30 days of receipt of invoice. MERRY MAIDS will deliver access to the Software upon execution of this Agreement and payment of the License fees. LICENSEE is solely responsible for data entry and verification of data and for providing the hardware, third-party software, peripherals, internet connection and other computer equipment required to run the Software and ensuring that such items meet the MERRY MAIDS then-current specification.

The Term of this Agreement and the license rights granted hereunder shall commence on the Effective Date below and shall continue uninterrupted on a month-to-month basis, unless otherwise terminated or canceled as provided in Section 10 above.

IN WITNESS THEREOF, the Parties hereto have caused this instrument to be executed the day and year first written above.

FRANCHISOR:  
MERRY MAIDS SPE LLC

FRANCHISEE:  
D.B.A. \_\_\_\_\_

\_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_  
Effective Date

## **FDD EXHIBIT J**

### **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:

<b>State</b>	<b>Effective Date</b>
California	August 20, 2024, as amended on September 30, 2024 and <i>Pending</i>
Hawaii	May 30, 2024, as amended on September 18, 2024 and <i>Pending</i>
Illinois	May 9, 2024, as amended on September 9, 2024 and January 16, 2025
Indiana	May 14, 2024, as amended on September 9, 2024 and January 16, 2025
Maryland	September 23, 2024, as amended on <i>Pending</i>
Michigan	May 13, 2024, as amended on September 9, 2024 and January 16, 2025
Minnesota	August 27, 2024, as amended on September 30, 2024 and <i>Pending</i>
New York	August 20, 2024, as amended on November 14, 2024 and <i>Pending</i>
North Dakota	June 27, 2024, as amended on September 13, 2024 and <i>Pending</i>
Rhode Island	May 19, 2024, as amended on September 12, 2024 and <i>Pending</i>
South Dakota	May 14, 2024, as amended on September 9, 2024 and January 16, 2025
Virginia	June 20, 2024, as amended on September 17, 2024 and <i>Pending</i>
Washington	September 16, 2024, as amended on <i>Pending</i>
Wisconsin	May 14, 2024, as amended on September 9, 2024 and January 16, 2025

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 Merry Maids SPE LLC 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, franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York and Iowa require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration.

Michigan requires that we 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.

If Merry Maids SPE LLC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency list in Exhibit C.

The franchise seller(s) for this offering is (are):

( ) Rochelle Castiglione ( ) Amber James ( ) Daniel Laughlin ( ) \_\_\_\_\_

At Merry Maids SPE LLC, One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, 800-756-5656.

See Exhibit C for the Merry Maids agent for service of process in your state.

Issuance Date: May 9, 2024, as amended on September 9, 2024 and January 16, 2025

I have received a Disclosure Document dated May 9, 2024, as amended on September 9, 2024 and January 16, 2025, that included the following Exhibits:

- |   |   |
|---|---|
| A. Franchise Agreement                              | G. Operations Manual Table of Contents                              |
| B. Financial Statements and Guaranty                | H. Customer Acquisition Agreement                                   |
| C. State Agencies and Agents for Service of Process | I. Merry Maids Team Mobility End User License Agreement             |
| D. Franchise List                                   | J. State Effective Dates and Franchise Disclosure Document Receipts |
| E. List of Franchisees Who Left the System          |   |
| F. State Specific Addenda (where applicable)        |   |

_____ Signature	_____ Print Name	_____ Date
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***Please retain this copy for your records.***

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***Please sign this receipt and return it to Merry Maids.***