

## FRANCHISE DISCLOSURE DOCUMENT

The logo for Merry Maids, featuring the words "merry maids" in a bold, lowercase, sans-serif font. The "merry" and "maids" are connected, and there is a registered trademark symbol (®) at the end of "maids".

MERRY MAIDS SPE LLC  
A Delaware Limited Liability Company  
One Glenlake Parkway, 14th Floor  
Atlanta, Georgia 30328  
800-756-5656  
franchisesales@merrymaids.com  
www.merrymaids.com

We grant Merry Maids® franchises that offer cleaning services to (i) residential customers and (ii) commercial customers with office spaces under 5,000 square feet.

The total investment necessary to begin operation of a Merry Maids® franchise ranges from \$126,880 to \$170,110. 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 July 25, 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 <u>Exhibits D and E</u> . |
| <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 <u>Exhibit B</u> 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 <u>Exhibits D and E</u> 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. **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.
4. **Turnover Rate.** During the last three years, 213 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.
5. **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.

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

**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:

Michigan Department of Attorney General  
Consumer Protection Division  
G. Mennen Williams Building  
1<sup>st</sup> Floor, 525 West Ottawa  
Lansing, Michigan 48913  
Telephone (517) 335-7567.

## TABLE OF CONTENTS

|  | PAGE |
|--|------|
| ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES.....                   | 9    |
| ITEM 2: BUSINESS EXPERIENCE .....  | 19   |
| ITEM 3: LITIGATION.....  | 21   |
| ITEM 4: BANKRUPTCY.....  | 22   |
| ITEM 5: INITIAL FEES.....  | 22   |
| ITEM 6: OTHER FEES .....   | 24   |
| ITEM 7: ESTIMATED INITIAL INVESTMENT .....   | 31   |
| ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....                               | 34   |
| ITEM 9: FRANCHISEE’S OBLIGATIONS.....  | 38   |
| ITEM 10: FINANCING.....  | 38   |
| ITEM 11: FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND<br>TRAINING .....       | 39   |
| ITEM 12: TERRITORY .....   | 48   |
| ITEM 13: TRADEMARKS .....  | 50   |
| ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION .....                               | 51   |
| ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE<br>BUSINESS..... | 52   |
| ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....                                   | 53   |
| ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION .....                        | 53   |
| ITEM 18: PUBLIC FIGURES.....   | 58   |
| ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS.....  | 58   |
| ITEM 20: OUTLETS AND FRANCHISEE INFORMATION.....   | 63   |
| ITEM 21: FINANCIAL STATEMENTS .....  | 71   |
| ITEM 22: CONTRACTS .....   | 71   |
| ITEM 23: RECEIPTS .....  | 71   |

**EXHIBITS:**

- A Franchise Agreement
  - A-1 Exhibit A - Territory Description
  - A-2 Exhibit B - Partnership Guaranty of Franchisee's Obligation
  - A-3 Exhibit C - Corporation or Limited Liability Company Guaranty of Franchisee's Obligations
  - A-4 Exhibit D - Electronic Funds Transfer Authorization Form
  - A-5 Exhibit E - General Release
- 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 Manual Table of Contents
- H Customer Lead Fee 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 to this Disclosure Document.

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 business 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 business address at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. SM Manager provides management and support services to us and our franchisees through a management agreement with us.

SM Manager is a direct subsidiary of RW Purchaser LLC (“**RW Purchaser**”), a Delaware limited liability company with a principal business 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 business 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 business 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 IPCo 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, 2024, ServiceMaster had 585 ServiceMaster Clean franchises and 1,995 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, 2024, there were 339 Two Men and a Truck franchises and three company-owned Two Men and a Truck businesses in the United States. As of December 31, 2024, there were 62 Two Men and a Junk Truck franchises in the United States.

ServiceMaster of Canada Limited (“**SM Canada**”) offers ServiceMaster Clean®, ServiceMaster Restore®, Two Men and a Truck®, Two Men and a Junk Truck®, and Merry Maids® franchises in Canada. The principal address for SM Canada is One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328. As of December 31, 2024, there were approximately 308 franchises in Canada under the ServiceMaster Clean®, ServiceMaster Restore®, Two Men and a Truck®, and Merry Maids® trade names and trademarks serving residential and commercial customers throughout Canada.

ServiceMaster Limited (“**SM UK**”) offers ServiceMaster Clean<sup>®</sup>, ServiceMaster Restore<sup>®</sup>, Merry Maids<sup>®</sup>, TruGreen<sup>®</sup>, and Rosemary Bookkeeping<sup>®</sup> franchises in Great Britain. The principal address for SM UK is ServiceMaster House, Tigers Road, Wigston, Leicester, The United Kingdom. As of December 31, 2024, there were approximately 458 franchises in Great Britain that operate using the ServiceMaster Clean<sup>®</sup>, ServiceMaster Restore<sup>®</sup>, Merry Maids<sup>®</sup>, Furniture Medic<sup>®</sup>, TruGreen<sup>®</sup>, and Rosemary Bookkeeping<sup>®</sup> 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 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<sup>®</sup> 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<sup>®</sup> 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, 2024, there were 1,182 franchised and 11 affiliate-owned Auntie Anne’s shops in the United States and 815 franchised Auntie Anne’s shops outside the United States.

**Carvel** franchises Carvel<sup>®</sup> 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, 2024, there were 336 franchised Carvel shoppes in the United States and 39 franchised Carvel shoppes outside the United States.

**Cinnabon** franchises Cinnabon<sup>®</sup> 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<sup>®</sup> bakeries and Seattle’s Best Coffee<sup>®</sup> 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, 2024, there were 1,002 franchised and 28 affiliate-owned Cinnabon bakeries in the United States, 1,040 franchised Cinnabon bakeries outside the United States, and 193 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, 2024, there were 726 franchised Jamba stores and one affiliate-owned Jamba store in the United States and 61 franchised Jamba stores outside the United States.

**McAlister's** franchises McAlister's Deli® restaurants that feature 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, 2024, there were 524 franchised and 36 affiliate-owned McAlister's restaurants 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, 2024, there were 591 franchised and five affiliate-owned Moe's Southwest Grill restaurants in the United States.

**Schlotzsky's** franchises Schlotzsky's® quick-casual restaurants that 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, 2024, there were 280 franchised and 28 affiliate-owned Schlotzsky's restaurants 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 29, 2024, there were 3,365 Arby's restaurants operating in the United States (2,286 franchised and 1,079 company-owned), including one multi-brand location. Additionally, as of December 29, 2024, there were 231 single-branded franchised Arby's 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 29, 2024, there were 2,245 franchised Baskin-Robbins restaurants operating in the United States. Of those 2,245 restaurants, 974 were single-branded Baskin-Robbins restaurants, two were Baskin-Robbins restaurants operating at a multi-brand location, and 1,269 were Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December 29, 2024, there were 5,651 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

**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 29, 2024, there were 1,183 Buffalo Wild Wings Sports Bars operating in the United States (538 franchised and 645 company-owned) and 65 franchised Buffalo Wild Wings or B-Dubs restaurants operating outside the United States. As of December 29, 2024, there were 140 BWW-GO Restaurants operating in the United States (90 franchised and 50 company-owned).

**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 29, 2024, there were 9,768 Dunkin' restaurants operating in the United States (9,734 franchised and 34 company-owned). Of those 9,768 restaurants, 8,480 were single-branded Dunkin' restaurants, 19 were Dunkin' restaurants operating at multi-brand locations, and 1,269 were franchised Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December 29, 2024, there were 4,328 single-branded franchised Dunkin' restaurants operating internationally.

**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 29, 2024, there were 2,689 Jimmy John's restaurants operating in the United States (2,647 franchised and 42 affiliate-owned). Of those 2,689 restaurants, 2,668 were single-branded Jimmy John's restaurants and 21 were Jimmy John's restaurants operating at multi-brand locations. Additionally, as of December 29, 2024, there were five franchised Jimmy John's restaurants operating internationally.

**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 29, 2024, there were 3,461 Sonic Drive-Ins operating in the United States (3,144 franchised and 317 company-owned), including one multi-brand location.

**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, 2024, there were 525 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, 2024, there were 1,009 Massage Envy locations operating in the United States, including 1,000 operated as total body care Massage Envy businesses and 9 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, 2024, 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 27, 2025, there were 202 company-operated Hardee's restaurants and there were 1,369 domestic franchised Hardee's restaurants, including 129 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 473 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 27, 2025, there were 50 company-operated Carl's Jr. restaurants, and there were 982 domestic franchised Carl's Jr. restaurants, including 218 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 687 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 28, 2024, there were 714 franchised Meineke centers, 18 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 28, 2024, there were 363 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 28, 2024, there were 14 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 28, 2024, there were eight Econo Lube N’ Tune franchises and nine 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 28, 2024, there were 193 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 28, 2024, owned and operated 1 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 28, 2024, there were 471 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 28, 2024, there were 432 franchised Take 5 outlets and 710 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 28, 2024, there were 55 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 28, 2024, there were 212 franchised Fix Auto repair shops operating in the United States.

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 28, 2024, there were: (i) 14 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 17 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) 317 franchised CARSTAR facilities and one company-owned CARSTAR facility in Canada; (v) 32 franchised Take 5 outlets and seven company-owned Take 5 outlets in Canada; (vi) 71 franchised UniglassPlus businesses, 27 franchised UniglassPlus/Ziebart businesses, and five franchised Uniglass Express businesses in Canada, and one company-owned

UniglassPlus business and one company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, 56 franchised VitroPlus/Ziebart businesses and three franchised Vitro Express businesses in Canada, and one company-owned VitroPlus business and one company-owned VitroPlus/Ziebart business in Canada; (viii) 31 franchised Docteur du Pare Brise businesses and two company-owned Docteur du Pare Brise businesses in Canada; (ix) 11 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 28, 2024, there were more than 224 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, 2024, there were 643 Northing Bundt Cake franchises and 17 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, 2024, there were 995 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, 2024, there were 100 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, 2024, there were 91 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 has its principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2024, there were 264 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, and 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 March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has its principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2024, there were 102 franchised and 29 affiliate-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, 2024, there were 254 franchised and 49 affiliate-owned School of Rock schools in the United States and 92 franchised School of Rock schools outside the United States.

**Doctor’s Associates LLC (“Subway”)** franchises retail eating establishments which sell foot-long and other sandwiches, salads and other food items under the Subway® mark. Subway began offering franchises in 1974. Subway became an Affiliated Program through an acquisition in April 2024. Subway has its principal place of business at 1 Corporate Drive, Suite 1000, Shelton, Connecticut 06484. As of December 31, 2024, there were 19,502 Subway franchises and no company-owned locations operating in the United States and an estimated 16,120 franchises operating outside the United States. Subway has never offered franchises in any other line of business.

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 PROGRAM**

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 “**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 the National Accounts’ 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 may be eligible to receive leads for customers located within your Territory in accordance with our then-current policies, as set for the in the Manual. There is no guarantee that if you are part of the National Accounts Program you will get any leads. We have the right to refer National Accounts Program leads in your Territory to other 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 and Chief Human Resources Officer: Josh Burnette

Mr. Burnette has been our General Counsel since July 2023 and our Chief Human Resources Officer since January 2025. 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 and Chief Human Resources Officer for each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser and a number of other related entities since January 2025. 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 Manager of Operations Standards: Melissa Witulski

Ms. Witulski has been our Senior Manager of Operations Standards since April 2021. From August 2019 to August 2021, she was one of our Business Development Consultants in Memphis, Tennessee. Ms. Witulski serves in her present capacities in Memphis, Tennessee.

Senior Business Consultant: Isabel Verduzco

Ms. Verduzco has been a Senior Business Consultant for us since July 2023. From June 2015 to July 2023, she was a Business Consultant for us. Ms. Verduzco serves in her present capacities in San Diego, California.

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**

#### **PRIOR ACTIONS RELATED TO 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 have any impact on us or our brand nor 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 Attorney Generals 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 denied these conclusions but entered into a 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 Attorney Generals 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 prohibited 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 contained a no-poaching provision that prevented Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, (a) DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision, (b) 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), and (c) 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.

The New York 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 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.

Some available Territories contain Merry Maids® customers actively being served by a Franchised Business. If you purchase a Territory with Merry Maids® customers that have been serviced by a franchisee from another territory within the prior 90 days, currently, you must pay such franchisee a customer acquisition fee of \$250 per customer for each 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 Lead Fee 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 Lead Fee Agreement will not be applicable to your purchase of your Franchised Business. As we may change this compensation policy in the future, there is no guarantee that you will receive any compensation for any Merry Maids® customers that you develop outside of your Territory if such territory is sold to a future franchisee.

## INCENTIVE PROGRAMS AND DISCOUNTS

We may offer incentives of cash, equipment, materials, supplies or related items which will in effect lower the Initial Franchise Fee or investment to prospective franchisees. The availability of each incentive may be subject to a time limit. We reserve the right to offer, change or cancel an incentive at any time.

You may be eligible for certain discounts to the Initial Franchise Fee if one or more individuals that will own 51% or more of the interests in your Franchised Business (or in the entity that owns your Franchised Business): (a) meet our qualifications for purchasing a Franchised Business, (b) have full operational control of the Franchised Business, and (c) meet one of the following qualifications:

| <b>Discount and Qualifications</b>   | <b>% Discount</b> |
|--|-------------------|
| <b>Industry Experience Discount</b> – must have at least two years’ experience owning or being employed by any business offering the services franchised by us   | 5%                |
| <b>Military Discount</b> – must be honorably discharged from the United States Armed Forces  | 20%               |
| <b>Affiliate Discount</b> – must be an (a) existing franchisee or owner of a franchisee in the ServiceMaster Clean® or ServiceMaster Restore®, Merry Maids®, Two Men and a Truck®, or Two Men and a Junk Truck® systems, (b) an existing employee of us, ServiceMaster, or Two Men and a Truck, or (c) an existing employee of a Merry Maids® franchisee who has been referred to us by their employing franchisee (the employing franchisee will receive a \$5,000 referral fee if you purchase a franchise within one year of the referral). | 15%               |
| <b>Conversion Franchise Discount</b> – must be converting an existing business to a Franchised Business  | 15%               |

You may only take advantage of one of the above discounts, even if you qualify for multiple discounts. The availability of each incentive may be subject to a time limit. We reserve the right to offer, change, or cancel an incentive at any time.

In 2024, the Initial Franchise Fees we collected for Franchised Businesses ranged from \$18,750 to \$49,500.

## TECHNOLOGY FEES

After signing the Franchise Agreement, you must begin paying us the monthly Technology Fee, which is \$499 per month per Franchised Business. The Technology Fee pays for various technology-related products and services, which we shall specify in the Manual. Currently, the Technology Fee covers the cost to license (i) our proprietary customer relationship management software program Merry Maids 360 (“**MM360**”), (ii) a cloud-based dispatch and scheduling platform designed to help businesses manage mobile workforces and field operations (the “**Service Mobility Software**”), (iii) Microsoft Office 365, (iv) a learning management system for training materials, (v) a business intelligence platform, and (vi) a document repository. We may change the included products and services from time to time. We estimate that you will pay between \$998 and \$1,497 in Technology Fees prior to opening the Franchised Business.

## TRAINING FEES

The Initial Franchise Fee includes the registration fee for our initial training program (the “**Initial Training Program**”) for two people, one of whom must be the franchisee or an approved manager, provided that they attend the same training session. If you elect to have more representatives attend training or your representatives attend different training sessions, you must pay us \$1,000 per additional trainee or per

trainee per additional training session. In addition, you are responsible for all wages, travel, hotel costs, and some meal costs that you or your trainees incur while attending training.

**INITIAL FEES**

The Initial Franchise Fee is payable in one lump sum at the signing of the Franchise Agreement and is 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<br/>(See Note 1)</b> | <b>Amount</b>  | <b>Due Date</b>                       | <b>Remarks</b>   |
|-------------------------------------|--|---------------------------------------|--|
| Royalty                             | 7% of Gross Sales. Currently, may be reduced to 6% of Gross Sales or 5% of Gross Sales based on total Gross Sales in the calendar year and the effective Royalty Incentive (if any).   | Paid weekly 14 days after end of week | See Note 2 for the definition of “Gross Sales.” See Note 3 for an explanation of the Royalty and the definition of “ <b>Royalty Incentive.</b> ” The Royalties will be paid as specified in our then-current royalty policy as set forth in the Manual.<br><br><u>Untimely Renewal:</u><br>If you are an existing franchisee that does not timely renew your Franchise Agreement, the Royalty will be increased by 2.5% of Gross Sales until you have completed the renewal process, as described in Note 4.   |
| Ad Fund Contribution                | 1.3% of Gross Sales per week.  | Paid weekly 14 days after end of week | See Note 2 for the definition of “Gross Sales.” The Ad Fund Contribution is contributed to the National Advertising Fund (the “ <b>Ad Fund</b> ”).   |
| Local Marketing Obligations         | If you fail to spend the required Local Marketing Obligation or Initial Marketing Obligation in any period, you must pay us the difference between the amount you actually spent on Eligible Marketing in such month and the required amount for such month. | Upon demand                           | We require you to spend 0.7% of your Gross Sales per week on Eligible Marketing (the “ <b>Local Marketing Obligation</b> ”).<br><br>We also require you to spend \$6,000 in the period beginning 60 days before the opening date of the Franchised Business and ending 60 days after the opening date of the Franchised Business (the “ <b>Initial Marketing Period</b> ”) on Eligible Marketing (the “ <b>Initial Marketing Obligation</b> ”).<br><br>We may, in our sole discretion, specify the types, methods, and specifications of digital and other local advertising that qualify as “ <b>Eligible Marketing.</b> ” If you fail to meet the Local Marketing Commitment or Initial Marketing Obligation in any period, in addition to other remedies, you must contribute the difference between your actual spend and required spend to the Ad Fund. |

| Type of Fee<br>(See Note 1)   | Amount   | Due Date  | Remarks   |
|---|--|---|---|
| Technology Fee  | \$499 per Franchised Business per month.   | Paid monthly on the 1 <sup>st</sup> of each month | We charge a Technology Fee for various technology-related products and services, which we shall specify in the Manual. Currently, the Technology Fee covers the cost to license MM360, the Service Mobility Software, Microsoft Office 365, a learning management system, a business intelligence platform, and a document repository. We may change the included products and services from time to time.  |
| Initial Training Fee for Additional Persons or Sessions or Subsequent or Replacement Trainees | \$1,000 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 two people to attend the same Initial Training Program for a new Franchised Business is included in the Initial Franchise Fee and for a transferred Franchised Business is included in the Transfer Fee. In addition to the fees listed, you are responsible for all wages, travel, hotel costs, and some meal costs that you or your trainees incur while attending training. |
| Ongoing Training Programs   | <p>The then-current registration fees, which shall not exceed \$500 per trainee per program for virtual training.</p> <p>If ongoing training programs are conducted in-person, you must pay \$250 per trainee per day attending training at our office and \$750 per trainer per day, plus their travel and living expenses, for any trainers that provide training at your Franchised Business.</p> | As incurred                                       | Payable if we provide any additional training programs to you or your representatives. You are responsible for all wages, travel, hotel costs, and some meal costs that you or your trainees incur while attending any training programs.   |
| Meeting Registration Fee  | The then-current fee, which shall not exceed \$1,500 per person.   | As incurred, usually annually                     | Payable for each person attending any annual conventions, regional meetings, or road shows that we conduct. We do not currently charge a fee for meetings other than our annual convention. If you fail to have a representative attend two consecutive annual conventions and there is not a valid business reason, then we have the right to charge you 150% of the current annual convention fee.  |
| National Accounts 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.   |

| Type of Fee<br>(See Note 1) | Amount   | Due Date                            | Remarks   |
|-----------------------------|--|-------------------------------------|---|
| Supplier/Product Review Fee | \$500 per item reviewed, plus any actual expenses we or our affiliates incur in such review. If our or our affiliates' 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 we establish sourcing requirements or specifications for products, supplies, furniture, fixtures, equipment, software and services that you resell or use in your Franchised Business and you submit a request to use a different supplier or an item that does not meet such specifications.  |
| Renewal Fee                 | For <u>five or fewer years of operation</u> : 10% of the then-current Initial Franchise Fee; for <u>5.01 to 10 years of operation</u> : 8% of the then-current Initial Franchise Fee; for <u>10.01 to 15 years of operation</u> : 5% of the then-current Initial Franchise Fee; and for <u>more than 15 years of operation</u> : no renewal fee. | When Franchise Agreement is renewed | <p>Payable for you to enter into a renewal term for each Franchise Agreement. The applicable fee is determined by the number of years you have operated your Franchised Business from the effective date of your first Franchise Agreement to the original expiration date of the expiring term (not including any temporary extensions or delays in completing the renewal process).</p> <p>If you are a new Franchised Business, you will receive a five-year initial term and an option, if you qualify, to enter into a five-year second term and a five-year third term (both referred to as renewal terms). Thus, the renewal fee to enter into your second term (your first renewal term) will be 10% of the then-current Initial Franchise Fee and the renewal fee to enter into your third term (your second renewal term) will be 8% of the then-current Initial Franchise Fee.</p> <p>We are not obligated to offer you a fourth or subsequent term, but, if we elect to do so, the renewal fee will apply for such subsequent terms, rather than the Initial Franchise Fee.</p> |
| Lead Fee                    | \$10,000   | At closing of the transfer          | Payable if we refer a qualified lead to you or an existing franchise owner and such lead purchases an interest in you, the Franchised Business, or the Franchise Agreement within 18 months of our referral of such lead. See Note 5.   |

| Type of Fee<br>(See Note 1) | Amount   | Due Date                   | Remarks   |
|-----------------------------|--|----------------------------|---|
| Transfer Fee                | The sum of (a) 25% of the then-current Initial Franchise Fee, except (i) 7.5% of the then-current Initial Franchise Fee if the transfer is to an owner's adult child who is at least 18 years of age, (ii) \$500 if the transfer is to a spouse of an existing owner, (iii) \$500 if the transfer is to an entity formed by you and your owners, and (iv) 15% of the then-current Initial Franchise Fee if the transfer is due to the death of the controlling owner (and the transfer is not to their spouse or adult child); <u>plus</u> (b) our and our affiliates' costs and expenses related to the transfer (including attorneys' fees). | At closing of the transfer | 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. You must pay a non-refundable application fee equal to 25% of the Transfer Fee when you submit your request for us to review such a proposed transfer, which will be credited towards the Transfer Fee.  |
| Change Fee                  | Currently, \$500 per change per Franchise Agreement.   | As incurred                | <p>Payable if making a non-control transfer; changing business entity name; changing DBA (doing business as) name; changing form of entity; or modifying Franchise Agreement. No charge to change DBA name or form of entity during first year of initial term. The fee may change from time to time, provided that the fee will not exceed \$750.</p> <p>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. For non-controlling transfers, the Change Fee shall apply per person, per transfer, and per Franchise Agreement.</p> |
| Audit                       | \$5,000 <u>plus</u> the cost of audit, the amount of the underpayment, and interest on the underpayment.   | Upon demand                | Payable only if an audit shows an understatement of at least 5% of Gross Sales for any given month.   |

| Type of Fee<br>(See Note 1)       | Amount   | Due Date                    | Remarks   |
|-----------------------------------|--|-----------------------------|---|
| Interest and Late Fees            | <p><u>For fees:</u><br/>2% per month in interest compounded daily or the maximum permitted by law, whichever is less.</p> <p><u>For fees, reports, and other information and materials:</u><br/>\$200 weekly late fee for first four late weeks and \$500 weekly late fee thereafter; and all other costs incurred by us (including bank charges and attorneys' fees).</p> | When overdue amount is paid | <p>Payable if you are late making any payments or providing any sales reports or other documents or information required to be provided to us.</p> <p>Payable on, and in addition to, any overdue amounts from the date that the payment was originally due.</p>  |
| Insurance Procurement Fee         | Up to 150% of any costs and expenses that we and our affiliates incur to obtain and maintain insurance.  | As incurred                 | If you fail to obtain or maintain the required insurance coverage, we may, in our sole discretion, procure insurance coverage on your behalf and charge you this fee.   |
| Customer Complaint Management Fee | \$500, <u>plus</u> any costs and expenses that we and our affiliates incur to attempt to resolve such complaint.   | As incurred                 | If we, in our sole discretion, intervene in a customer complaint or dispute to protect the brand or because you have not adequately or promptly resolved the complaint, we may manage or settle the dispute on your behalf and charge you this fee. We may increase the fixed portion of this fee, provided that it will not exceed \$750.  |
| Performance After Default         | Up to 120% of any costs and expenses that we and our affiliates incur to perform such obligation.  | As incurred                 | If you fail to perform any obligation under the Franchise Agreement, we may, in our sole discretion, undertake or perform such obligation and charge you this fee.  |
| Enforcement Expenses              | Our and our affiliates' costs and expenses.  | On invoice                  | You must pay us or our affiliates any attorneys' fees and other related costs and expenses we and our affiliates incur (a) to enforce the terms of the Franchise Agreement or any other agreement (whether or not we initiate a legal proceeding, unless we or our related parties fail to prevail in such a legal proceeding) or (b) in the defense of any claim you or your related parties brings against us or our affiliates on which we or our affiliates substantially prevail in such legal proceedings related to you, your Owners, or your related parties (other than those we incur in response to your efforts to enforce the Franchise Agreement or in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings). |

| Type of Fee<br>(See Note 1) | Amount  | Due Date   | Remarks  |
|-----------------------------|---|--|--|
| Tax Reimbursement Fees      | Will vary under circumstances.  | As incurred  | These fees will be paid to us to reimburse us for certain sales, use, personal property and other taxes we or our affiliates incur related to the goods, services, and licenses that we provide to you.  |
| Indemnification             | Varies by nature of claims  | On demand  | You indemnify us and our affiliates in connection with your operation of the Franchised Business, as well as our litigation costs in defending these claim.  |
| 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. |
| Appraiser's Fee             | 50% of appraiser's fee for the first appraiser; 100% of appraiser's fee for the second and third appraiser.   | On invoice   | Payable to us or third-party appraiser. You must pay this fee only if we elect to purchase your assets on termination or expiration of the Franchise Agreement, and we cannot agree with you on the purchase price.  |

Notes to Item 6:

1. Payment Due Dates and Payment Methods. All of the listed fees are payable to us or our affiliates. All fees paid to us or our affiliates and are non-refundable. Except as otherwise noted, the fees are uniformly imposed. All payments of fees and charges must be made to us in the manner and at the times specified by us, which are subject to change. Currently, we specify that Royalty, Ad Fund Contribution, and Technology Fees (collectively the “**Operating Fees**”) and any other payments due to us or our affiliates must be paid to us on the day and month we specify in the Franchise Agreement or the Manual.

You must make all payments to us by the method or methods that we specify from time to time in the Manual, which may include payment via wire transfer or electronic debit from your bank account (the “**Account**”). You must furnish us and our bank with all authorizations necessary to effect payment by the specified methods and must take all steps necessary to ensure that such authorizations remain valid. Currently, you must make all payments due under the Franchise Agreement (including payments for products or services purchased from us or our affiliates) by electronic debit from the Account, which we may initiate by auto draft. You must sign an electronic funds transfer authorization form and maintain sufficient funds in the Account.

If you have not reported Gross Sales to us for any reporting period, we will be authorized to debit your 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 average Operating Fees transferred from the Account in the previous 36 weekly reporting periods in which a report of the Gross Sales of the Franchised Business was provided to Franchisor (or, if there have not been 36 such weekly reporting periods, the number of reporting periods for which such report was received). If at any time we determine that you have under-reported Gross Sales, underpaid Operating Fees, or underpaid any fees due to us under the Franchise Agreement, we 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 the Franchise 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. Definition of Gross Sales. “**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. Royalty and Royalty Incentives. Currently, we offer the following Royalty incentive (the “**Royalty Incentive**”) if you achieve certain Gross Sales levels: 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 Royalty Incentive applies, 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.

4. Royalties for Franchisees That Fail to Timely Renew. If you do not timely renew your Franchised Business and we permit you to continue to operate the business on a month-to-month basis, after 60 days, the Royalty will increase by an amount equal to 2.5% of Gross Sales during each week that you fail to complete the renewal process until (i) the renewal process is completed (including execution of the renewal Franchise Agreement and a general release and payment of the renewal fee) or (ii) the Franchise Agreement is terminated.
5. Lead Fee. 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          | \$7,000          | As incurred       | During training                   | Vendors                         |
| Real Estate and Improvements (Note 4)               | \$2,000          | \$4,000          | As incurred       | As Incurred                       | Vendors                         |
| Software and Hardware (Note 5)                      | \$1,700          | \$4,300          | 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                          |
| Opening Marketing (Note 11)                         | \$6,000          | \$8,000          | As Incurred       | As incurred                       | Vendors or 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>\$170,110</b> |                   |                                   |                                 |

Notes to Item 7:

1. **General Item 7 Notes.** The estimated amounts included in this Item 7 are estimates based on our experience offering and supporting Franchised Businesses.
2. **Initial Franchise Fee.** The Initial Franchise Fee may vary depending upon whether you are eligible for any of the discounts listed in Item 5 or if you are a Conversion Franchise. This estimate does not include the customer acquisition fee of \$250 per customer that you must pay the transferor if you acquire a customer from another Franchised Business that previously served customers in your Territory. The Initial Franchise Fee includes the Initial Training Fee for two people.
3. **Travel and Living Expenses During Training.** This estimate is the cost for one to two people to attend our ten-day initial training. Initial training will be held in Memphis, Tennessee or any

other location designated by us. The cost of the training for two people, 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 any of your representatives during the program, which is reflected in the estimate. The low estimate is for one person, and the high estimate is for two people, to travel to Initial Training for ten days. Your actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices. In certain periods of time, we may require you to attend our Initial Training remotely online via videoconference. In such periods, you will not incur travel expenses.

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. Your rent will depend on the site's size, condition, accessibility, and location, local market conditions, and demand for the premises among prospective lessees. The range in the table is an estimate only for the first three months of rent, the security deposit, and any leasehold improvements. You should consult with a local commercial real estate broker to get a more accurate estimate of costs in your market.
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. This figure is an estimate of the cost for a down payment for the annual premium payments necessary to maintain the insurance required by the Franchise Agreement. Your cost of coverage will vary based on your claims history and market.
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. **Opening Marketing.** You must spend at least a total of \$6,000 on initial marketing in the period starting 60 days before and ending 60 days after opening the Franchised Business, which can be spent on grass roots marketing, digital marketing, and other grand opening marketing efforts. If you do not spend this amount on local marketing within this period, we may require you to pay the difference between the required amount and your actual expenditures into the Ad Fund. If you

are a transferee acquiring an existing Franchised Business, you will not incur this expense. See Item 5.

12. **Miscellaneous Opening Costs.** You will incur various miscellaneous costs to open your Franchised Business. You must satisfy all requirements of applicable law for operating a Franchised Business within the state and area for which you intend to operate. These costs include your business license, security deposits, utilities, an insurance deposit, and incorporation fee (if you incorporate). You should review the legal requirements of operating in the area in which you anticipate you will be licensed and obtain an estimate of the costs you will incur before you enter into the Franchise Agreement. 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. We strongly recommend that you have your attorney and accountant review all of the franchise documents and advise you on the purchase, development, and operation of the franchise and the formation of your entity.
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/Internet and utility bills, ongoing vehicle payments, taxes and licensing of vehicles, bank charges, taxes, additional advertising expenses, miscellaneous supplies and equipment, Technology Fees, credit card processing fees, and other miscellaneous items. You may incur other categories of expenses or expenses in excess of this estimate. Your costs will vary depending on how rapidly your business grows. We have based these figures on our experience franchising Franchised Businesses.
15. **Total Initial Investment.** In developing these estimates, we relied on our experience and the experience of franchisees (as reported to us) in developing and owning Franchised Businesses, as well as our management's business acumen and experience, including estimates from contractors and vendors. If you choose to purchase additional equipment, products, supplies, and vehicles, your expenses may be higher.

The initial investment described in this Item relates to the development of a new franchise. If you are renewing your existing franchise, you will not incur most of the expenses referenced in this Item. However, you may be responsible for upgrading your franchise and any related expenses. You will not pay an initial franchise fee on renewal, but you will pay a renewal fee. If you are acquiring an existing franchise by transfer, in addition to the price you negotiate for the purchase of the franchise, you will be responsible for the transfer fee, and you may be responsible for upgrading the franchise and any related expenses. If you are converting an existing commercial cleaning business to become a Franchised Business, your costs may be different.

We do not offer financing for your initial investment.

Except as may be noted, none of the payments to us are refundable. The refundability of payments to other parties are determined by your agreements with those parties.

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

**GENERAL**

We have the right to require that products, supplies, furniture, fixtures, equipment, and services (collectively, “Goods”) that you purchase for resale or purchase or lease for use in your Franchised Business: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers approved by us; (iv) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates); and/or (v) be purchased as part of a purchasing program, arrangement, or contract that we negotiate or specify. To the extent that we establish specifications, require approval of suppliers, or designate approved suppliers for particular Goods, we will publish such requirements in the Manual or otherwise in writing.

Your purchases and leases will include cleaning products, equipment, computer software and various supplies, all pursuant to specifications set forth in our Manual. These specifications include standards for customer satisfaction and performance and are subject to change from time to time. 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 Manual and that you abide by all laws and regulations applicable to the cleaning supplies and equipment you choose to use.

**OBLIGATIONS TO PURCHASE FROM DESIGNATED OR APPROVED SUPPLIERS**

Currently, we require you to purchase certain cleaning chemicals, vacuum cleaners, and uniforms from a designated vendor. In addition, there are some optional Goods that, if you elect to purchase them, must be purchased from a designated vendor. We have designated a preferred vendor that we recommend you use for certain other Goods that you use in your Franchised Business, but you may purchase these items from any vendor. You are required to purchase local marketing/advertising through approved vendors that we have listed in the Manual.

SM Manager is an approved supplier of marketing materials and marketing services. We provide the various software licenses for which you pay the Technology Fee. Otherwise, currently, we and our affiliates are not approved suppliers of any products or services that you will use in your Franchised Business, though we and our affiliates may become approved or designated vendors of other products and services in the future.

**OBLIGATIONS TO PURCHASE UNDER SPECIFICATIONS**

**INSURANCE**

You must, at your expense, acquire by the deadline that we specify and maintain the insurance coverage in the amounts, covering the risks, and containing only the exceptions and exclusions that we specify in the Manual or otherwise in writing; however, all such insurance shall be obtained before opening for business. All insurance must be procured prior to attending Initial Training or before the commencement of business in transfer situations. All required policies must be written by an insurer with an A.M. Best rating of at least A-/VII. All coverage must be on an “occurrence” basis, except for the employment practices liability insurance coverage, which is on a “claims made” basis. All policies shall apply on a primary and non-contributory basis to any other insurance or self-insurance that we or our affiliates maintain. We may

periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

All such liability insurance policies shall name us and our affiliates as additional insureds (except that we and our affiliates need not be named as an additional insured for worker's compensation and third-party crime bonds) and shall provide that we receive 30 days' prior written notice of termination, expiration, or cancellation of any such policy. You must submit to us annually a copy of the certificate of or other evidence of the renewal or extension of each such insurance policy. If you at any time fail or refuse to maintain in effect any insurance coverage required by us or to provide evidence of such insurance, we may, at our option, obtain such insurance coverage on your behalf, and you must reimburse us for 150% of the actual costs and expenses we incur to procure such insurance.

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.

In addition to the above requirements, we strongly recommend that you obtain the following insurance coverage for each type of franchise:

- (i) 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
- (ii) Property Insurance with limits as needed for property coverage for building, contents and equipment breakdown; business income; equipment that leaves premise; property of others; business income/dependent properties, warehouse legal liability; electronic data processing/computer coverage; flood/earthquake; lost key/replacement lock coverage (\$10,000 limit); utility interruption; and property coverage enhancement.
- (iii) Umbrella Coverage (in addition to the required coverage listed above) with a \$1,000,000 limit.
- (iv) Directors & Officers Coverage with a \$1,000,000 limit.

- (v) Sexual Abuse and Molestation Coverage with a \$1,000,000 per occurrence limit.  
The liability policies must provide coverage for your contractual indemnity obligations to us.

In connection with the required insurance: (a) the required insurance coverage and limits will not necessarily be adequate to protect you for all events, nor will it be deemed as a limitation on your liability to us; (b) you may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability insurance; (c) you are solely responsible for any deductible or self-insured retention; and (d) if we receive any proceeds from any claim under your policies, we may retain any such amount to offset any monies you owe to us or any of our affiliates.

You should check the cost of worker's compensation coverage and all other insurance policies within the state in which you intend to operate before signing the Franchise Agreement. We strongly recommend that you meet with your insurance agent at least annually to review the coverage required under the Franchise Agreement and also to consider additional optional coverage that protects you.

You must not satisfy your insurance obligations through the use of self-insurance, retroactive insurance, high-deductible insurance, insurance through a captive insurance program, or other non-traditional insurance without our prior written approval. If we, in our sole discretion, approve any non-traditional coverage, we may specify the broker or any providers that may be used and any other requirements and standards for such coverage.

#### **OFFICER INTERESTS**

As of the date of this Disclosure Document, our officers do not have any ownership interests in any approved suppliers.

#### **APPROVAL PROCESS**

If we have established sourcing requirements or required specifications for a certain Good or category of Goods and you would like to deviate from such requirements by using a different supplier or a Good that does not meet such specifications, prior to using such non-conforming Goods or suppliers, you must submit to us a written request for approval and a representative sample sufficient for end-use evaluation, together with the manufacturer's product identification and specifications and other information that we reasonably require. The criteria that we consider in evaluating suppliers or distributors or Goods include product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), any adverse economic impact on us, our affiliates, or the franchise network, and/or other criteria. We will notify you within a reasonable time (which typically ranges between 20 and 150 days, depending on the type of Good) whether we approve such products, supplier, and/or distributor. If you do not receive our approval within 150 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You must pay us \$500 per item that we review, plus any other 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. We may periodically re-inspect the products and services of any approved or designated supplier or distributor, and we may revoke our approval of any supplier, distributor, product or service that does not continue to meet our then-current criteria.

#### **REVENUE FROM PURCHASES**

We and our affiliates are entitled to derive revenue based on your and other franchisees' purchases and leases, including from charging you for products and services that we or our affiliates provide as well as from promotional allowances, volume discounts, commissions, rebates, and other payments made to us or

our affiliates by manufacturers, suppliers, and/or distributors that we designate or approve. We and our affiliates may use all such amounts without restriction for any purposes that we or they deem appropriate.

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, 2024, SM Systems derived \$157,796 in revenue from 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, 2024, we derived \$2,267,546 in revenue from the required purchases of goods or services by our franchisees (related to sales support services that we no longer require franchisees to purchase and the software licenses franchisees must obtain which are paid for through the Technology Fee), which was 11.7% of our total revenue of \$19,301,974. These revenue figures have been sourced from our unaudited financial statements and internal records.

#### **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.

#### **USE OF AFFILIATED ENTITIES BY FRANCHISEE**

Your use of affiliated entities in connection with the operation of your Franchised Business may interfere with our reporting systems and analysis of your Franchised Business. Consequently, you must not use affiliates in connection with the operation of your Franchised Business (including, but not limited to, the use of affiliates to sell, lease, loan, or otherwise provide personal property or services, such as vehicles, to the Franchised Business) without our prior written consent, which we may withhold in our sole discretion. As a condition to obtaining our consent, we may require your affiliates to guarantee your obligations to us, provide a business plan, and provide periodic reporting of financial and other information.

**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.**

| <b>Obligation</b>  | <b>Section in Franchise Agreement</b>                                     | <b>Item in Disclosure Document</b> |
|--|---|------------------------------------|
| a. Site selection and acquisition/lease                    | 1.B. and 1.D.   | 11                                 |
| b. Pre-opening purchases/leases                            | 10.D. and 10.I.   | 7 and 8                            |
| c. Site development and other pre-opening requirements     | 1.D.  | 7 and 11                           |
| d. Initial and ongoing training                            | 5   | 11                                 |
| e. Opening   | 2.C.  | 11                                 |
| f. Fees  | 2.A., 5.A., 5.B., 5.C., 9.F., 10.D.1., 10.H., 12, 16.C., 18.D., and 24.J. | 5 and 6                            |
| g. Compliance with standards and policies/Operating Manual | 7, 10.A., and 11  | 11                                 |
| h. Trademarks and proprietary information                  | 4, 7, and 8   | 13 and 14                          |
| i. Restrictions on products/services offered               | 1.B., 1.E., and 10.E.   | 8, 9, and 16                       |
| j. Warranty and customer service requirements              | 10.E.2. and 10.F.   | 11                                 |
| k. Territorial development and sales quotas                | 1.G.  | 12                                 |
| l. Ongoing product/service purchases                       | 10.D. and 10.I.   | 8                                  |
| m. Maintenance, appearance and remodeling requirements     | 10.C.6.   | 11                                 |
| n. Insurance   | 13  | 7                                  |
| o. Advertising   | 6   | 6, 7, and 11                       |
| p. Indemnification   | 16.B.   | 6                                  |
| q. Owner's participation/management/staffing               | 1.G. and 10.C.  | 15                                 |
| r. Records and reports                                     | 9   | 6                                  |
| s. Inspections and audits                                  | 9.F. and 10.G.  | 6 and 11                           |
| t. Transfer  | 14  | 17                                 |
| u. Renewal   | 3.B.  | 17                                 |
| v. Post-termination obligations                            | 18.D.   | 17                                 |
| w. Non-competition covenants                               | 18.D.6. and 15  | 17                                 |
| x. Dispute resolution                                      | 24  | 17                                 |
| y. Other (Personal Guaranty)                               | 1.H. and Exhibit B  | 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.

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

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.

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

**PRE-OPENING ASSISTANCE**

Before you open your Franchised Business, we will:

1. Designate your exclusive market (Franchise Agreement – Section 1.B. and Exhibit A);
2. 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;
3. Furnish an Initial Training Program for two people, as described below in this Item. (See Franchise Agreement – Section 5.A.);
4. Review and, if acceptable to us, approve your initial sales and marketing plan and budget, if we require you to submit such plan for our approval. (Franchise Agreement – Section 6.F.1.);
5. Give you access to our password protected franchisee intranet site (“**mmConnection**”) which contains the Manual with both mandatory and suggested specifications, standards and procedures. The Manual is confidential and remains our property. We may modify the 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). The Table of Contents of the Manual (which has a total of 118 pages) is listed in Exhibit G to this Disclosure Document; and
6. Provide you in the 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.D.).

**ASSISTANCE DURING OPERATION**

During the operation of your Franchised Business, we will:

1. 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.);
2. Make available any training programs that we deem appropriate. We may charge a fee for such additional training. (Franchise Agreement – Section 5.C.);
3. 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.D.);
4. From time to time, provide promotional materials, newsletters, and/or bulletins describing new marketing developments, equipment, products, and techniques, if any. If we elect to make any modifications to the System, we will provide you with notice of such changes, which you must promptly implement. (Franchise Agreement – Section 5.E. and 11);
5. Review your annual marketing plan and budget, if we require you to submit such a plan and receive our approval for such a plan. (Franchise Agreement – Section 6.F.1.);
6. Review all advertising and promotional plans and materials that you desire to use that have not been prepared or previously-approved by us. (Franchise Agreement – Section 6.A. and 6.F.2.);
7. Administer the Ad Fund, which is further described below. (Franchise Agreement – Section 6.E.);
8. Review any Goods or suppliers that do not conform to our specifications or sourcing requirements. To the extent that we establish specifications, require approval of suppliers, or designate approved suppliers for particular Goods, we will publish our requirements in the Manual or otherwise in writing. (Franchise Agreement – Section 10.D.1.);
9. In our discretion, assist you in resolving disputes with customers or resolve the dispute directly at your expense (Franchise Agreement – Section 10.F.2.); and
10. Review proposed transferees of your franchise for approval of any proposed transfers and train approved transferees after payment of the transfer fee. (Franchise Agreement – Section 14).

### **PRICING**

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 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 – Sections 2.C. and 5.A.).

## **ADVERTISING AND PROMOTION**

### **OUR ADVERTISING**

We or our designee may from time to time formulate, develop, produce, and conduct marketing and promotional programs in the form and types of media as we or our designee determines to be most effective. Our services may, from time to time, be advertised nationally, regionally, and locally on various types of media, including television, radio, newspaper, magazine, and digital and social media. Our in-house marketing department produces advertising literature, brochures, etc. for your use; however, we may, from time to time, employ an outside agency to produce our national, regional and local advertising. We are not obligated to spend any amount on advertising in your market or Territory.

### **AD FUND**

We have established an Ad Fund for Franchised Businesses, which will be funded through advertising fees contributed by Franchised Businesses. You must pay into the Ad Fund on a weekly basis. The contribution is 1.3% of weekly gross sales. If we own any company-owned Merry Maids® businesses, such businesses will contribute 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 the Ad Fund or to dissolve or modify the Committee or form a new advisory committee or council.

We may use the Ad Fund, upon approval of the Committee, to meet any and all costs of maintaining, administering, directing, and preparing advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities that we believe would benefit the Marks, the System, Franchised Businesses, and the products and services offered by franchisees, including the cost of (a) preparing and conducting digital and social marketing activities, television, radio, magazine, direct mail, and newspaper advertising campaigns and other sales, marketing, sponsorships, promotional and public relations activities; (b) producing and maintaining marketing systems and tools; (c) employing advertising agencies and public relations firms; (d) paying employee salaries, salesperson commissions, benefits, and other related costs and expenses for our and our Affiliates’ employees that devote time to and render services related to the Ad Fund; (e) soliciting the granting of franchises to expand the System for MM Licenses; (f) the costs relating to any toll-free number maintained by us and used in advertising and marketing campaigns; (g) producing advertising and sales support materials for use by

franchisees; (h) conducting programs that are meant to promote positive customer experiences, including programs to incentivize franchisees and/or their frontline personnel to achieve high customer satisfaction/referral rates; (i) providing certain phone services, such as purchasing call tracking lines and producing on-hold marketing messages; (j) providing promotional brochures and other marketing materials to franchisees; (k) developing and placing online display and retargeting advertising; (l) developing dashboards for interactive marketing, planning, customer service analysis and sales/marketing decision-making; (m) paying the expenses of the Ad Fund; (n) monitoring and/or managing social media relating to the brand; (o) conducting market research and surveys related to marketing and branding; (p) purchasing naming rights and sponsorships; (q) participating in trade shows and similar industry events; (r) paying reasonable travel, meeting, and other costs incurred by the Committee in connection with carrying out their duties related to the Ad Fund; (s) establishing and administering gift-card programs and customer loyalty programs; (t) developing websites for us and our franchisees; and (u) such other costs and expenses as we, in our sole discretion, deem 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 we may use the Ad Fund to promote the sale of franchises, the Ad Fund is currently not used to fund efforts to solicit new franchises.

If all the advertising contributions in the Ad Fund are not spent in the year they are accrued, the remaining accounts will be carried over to the next year. 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, and Ad Fund 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 2024, the Ad Fund was allocated towards digital advertising (87.3%); non-digital advertising (0.4%); social media (1.8%); creative development (2.9%); and administrative costs (7.6%).

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, and the cost of preparing such financial review will be paid by the Ad Fund. We will provide a financial report to you upon written request. We are not obligated to audit the Ad Fund.

#### YOUR LOCAL ADVERTISING

Only those advertising and promotional materials or items which are authorized by us in writing before use shall be used, and no display or use of the Marks shall be made without our prior written approval.

By the deadlines specified by us, we may require you to provide us with an annual marketing plan and budget (the “**Marketing Plan**”) and obtain our written approval of such Marketing Plan, which must be revised to incorporate any changes required by us. If the Franchised Business is a new business, at least 60 days before the opening date for the Franchised Business, we may require you to obtain our written approval of a Marketing Plan for the Initial Marketing Period. You must diligently implement all approved Marketing Plans.

From time to time, we may specify, in our sole discretion, in the Manual and otherwise in writing the types, methods, and specifications of local advertising that will qualify as Eligible Local Marketing. You must participate in all marketing and promotions as we determine to be appropriate for the benefit of the System. Local advertising, sales activity, and other marketing activities are subject to our approval and must be consistent with the then-current sales and marketing guidelines (which will be updated from time to time, as we deem necessary). Our advertising policies include general guidelines and cover Internet marketing, social media, broadcast advertising, print advertising, phone books, telephone numbers, publisher errors, marketing in unawarded marketing areas, formal co-operative marketing, local advertising requirements, advertising and marketing methods, marketing programs, and liquidated damages. You must submit to us for approval samples of all advertising and promotional plans and materials that you desire to use. You must conduct all such local advertising in a dignified manner and must conform to our requirements as set forth in the Manual or otherwise in writing.

You are required to spend at least 0.7% of weekly Gross Sales on Eligible Marketing as your Local Marketing Obligation. In addition, if this is the purchase of a new Franchised Business, you must spend at least \$6,000 on Eligible Marketing in the Initial Marketing Period to satisfy your Initial Marketing Obligation. We may request that you to submit an accurate accounting of local marketing expenditures. If you fail to provide an accurate accounting or fail to spend the minimum amount on your Initial Marketing Obligation or Local Marketing Obligation in any period, in addition to any other remedies available to us, you will be required to pay us the difference between the minimum required amount and what was actually spent by you in such period, plus late fees and interest due. The payment of this difference will be added to the Ad Fund, but we will not be obligated to spend these funds for marketing in the Territory.

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 local marketing and advertising. A list of our approved vendors is contained in the Manual.

You must participate in, at your sole cost and expense, all marketing and promotions as we or our designee determine, in our or their sole discretion, to be appropriate for the benefit of the System, including offering and honoring any coupons, loyalty cards, gift cards, discounts, and other promotions (including contests or sweepstakes) that we or our designee specify.

You are not obligated to participate in any advertising cooperatives.

#### DIGITAL MARKETING

We will reference your Franchised Business on the website we develop for the System so long as you are in full compliance with the Franchise Agreement. You will subscribe to all current digital marketing programs from time to time as set out in the Manual and must pay any related fees. Unless we consent otherwise, you may not establish a separate website or social media account to advertise, market, or promote the Franchised Business, conduct commerce, or directly or indirectly offer or sell any products or services in connection with the Franchised Business. You may not use the Marks or any words or designations similar to the Marks in a domain name, search engine keyword, or metatag in connection with the Franchised Business.

We or our affiliates may, in our or their sole discretion, establish, operate, and/or participate in websites, social media accounts (such as Facebook, X, Instagram, Pinterest, etc.), applications, online advertising purchasing programs, accounts with websites featuring gift certificates or discounted coupons, mobile applications, podcasts, blogs, vlogs, video and photo-sharing sites (such as TikTok, YouTube, etc.), chat rooms, virtual worlds, review sites, or other means of digital advertising on the Internet or any electronic communications network that may be used to promote the Marks, Franchised Businesses, and/or the entire

network (collectively, “**Digital Marketing**”). We will have the sole right to control all aspects of any Digital Marketing, including those related to your Franchised Business. Unless we consent otherwise in writing, you, your employees, and your agents may not, directly or indirectly, (a) conduct or be involved in any Digital Marketing that use the Marks or that relate to any Franchised Business or the network, (b) use the Marks, or any words or designations similar to the Marks, in any domain name, search engine keyword, social media account, or metatag, and (c) use a form of Digital Marketing to conduct commerce or directly or indirectly offer or sell any products or services in connection with your Franchised Business. If we permit you or your representatives to conduct any Digital Marketing, you and your representatives must comply with any policies, standards, guidelines, or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such policies, standards, guidelines, or requirements. If you or your representatives conduct any Digital Marketing, we will have the right to retain full control over all websites, social media accounts, mobile applications, or other means of digital advertising that are used. We may withdraw our approval for any Digital Marketing or suspend or terminate your use of any Digital Marketing platforms at any time.

### **COMPUTER SYSTEM REQUIREMENTS**

You must, at your expense, acquire and use the computer systems, hardware, tablets, mobile devices, printers, software, apps, websites, network connections, and firewall services (collectively, “**System Components**”) that we specify for the operation of the Franchised Business, including software used to manage the Franchised Business, provide products and services in accordance with the Standards, and/or interact with our accounting, customer relationship, or other technology systems. We may require you to obtain, update, and use specified System Components from vendors that we designate.

Currently, we require you to purchase a mobile tablet device with a cellular data plan (iOS, Windows, 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, because the software has more functionality with a laptop. A computer with our recommended software would cost approximately \$1,400.

You must pay us a monthly Technology Fee that is \$499 per month for various technology-related products and services, which we will specify in the 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 covers the cost to license (i) our proprietary customer relationship management software program MM 360, (ii) the Service Mobility Software, (iii) Microsoft Office 365, (iv) a learning management system for training materials, (v) a business intelligence platform, and (vi) a document repository. 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 in the operation of your Franchised Business. We recommend the use of our pricing application, which is within MM360, 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.

We may develop or designate new or modified System Components in the future and may deauthorize the use of certain System Components. You may be required to incur costs to purchase, lease, and/or license new or modified System Components and to obtain service and support for the System Components. All System Components must be updated, maintained, and used in compliance with our specifications. There are no contractual limitations on the frequency or cost of such upgrades; however, we currently do not require you to enter into, or expect that you will enter into, any maintenance or upgrade contracts.

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 or a franchisee purchasing an existing Franchised Business from another franchisee, there is no tuition fee for two attendees of the Initial Training Program, provided that they attend the same training session. We reserve the right to charge a training fee of \$1,000 per trainee for the Initial Training Program for (i) each person in excess of two trainees, (ii) each person who attends a separate training session, (iii) each person who is repeating the course or replacing a person who did not pass, and (iv) each subsequent trainee who attends the course. You will be responsible for travel, lodging, some meals, and personal expenses in connection with the Initial Training Program. Your employees must be covered by your workers' compensation insurance before we start any training, and you must certify to us in writing that your employees are covered.

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>Welcome to Merry Maids Training</b> |                                    |                                     |   |
| Introduction to Merry Maids            | 18                                 | 0                                   | Online, Self-Paced  |
| Safety 101                             |                                    |                                     |   |
| Cleaning 101                           |                                    |                                     |   |
| <b>General Manager Training</b>        |                                    |                                     |   |
| 101: Technology                        | 4                                  | 0                                   | Online, Self-Paced  |
| 201: People                            | 1                                  |                                     |   |
| 301: Product & Equipment               | 2                                  |                                     |   |
| 401: Sales & Marketing                 | 2                                  |                                     |   |
| <b>Pre-Academy</b>                     |                                    |                                     |   |
| Competitive Analysis                   | 5                                  | 0                                   | Online, Self-Paced  |
| General Business Management            |                                    |                                     |   |
| <b>Virtual Academy</b>                 |                                    |                                     |   |
| Operating System                       | 12                                 | 0                                   | Virtual Classroom   |
| Vendor Site Demos                      |                                    |                                     |   |
| Intranet and Library                   |                                    |                                     |   |
| <b>In-Person Academy</b>               |                                    |                                     |   |
| Employees                              | 3                                  | 0                                   | Training Center in Memphis, TN or a location we designate |
| Marketing                              | 8                                  | 0                                   |   |
| Pricing                                | 4                                  | 0                                   |   |
| Sales                                  | 4                                  | 0                                   |   |
| Operation                              | 3                                  | 0                                   |   |
| Equipment and Products                 | 2                                  | 0                                   |   |
| Office Administration                  | 1                                  | 0                                   |   |
| Leadership Insights                    | 2                                  | 0                                   |   |
| Customer Service / Retention           | 2                                  | 0                                   |   |
| Insurance                              | 1                                  | 0                                   |   |
| Goal Setting                           | 1                                  | 0                                   |   |
| Business Plan Presentation             | 3                                  | 0                                   |   |

| <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>In-Person On the Job Training</b> |                                    |                                       |                                      |
| Merry Maids Office Visit             | 2                                  | 0                                     | A Franchised Business in Memphis, TN |
| <b>Totals</b>                        | <b>80</b>                          | <b>0</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 members of our staff who are viewed as subject-matter experts.

The required training for Franchised Businesses is provided in English. At any time, we may provide all or part of the initial training, or any other training programs, virtually via videoconference or another online platform.

As discussed above, our training program will include advice and modules that address suggested or recommended staffing for the efficient operation of the Franchised Businesses, and for delivering services in accordance with our customer service standards and other brand standards. Even though we may offer suggestions, advice, guidelines, or programs, you will have sole responsibility for all employment decisions and functions related to your Franchised Business, including hiring, firing, promoting, demoting, compensation, benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees.

#### 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 or a designated officer or manager of the Franchised 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. You must pay the then-current registration fee (which will not exceed \$1,500 per person) for each person attending the conference, regional meetings, or road shows that we may organize. All registration fees are non-refundable. If you or a designated officer or manager of the Franchised Business fail to attend two consecutive annual conventions and there is no valid business reason, as determined by us, in our sole discretion, then you must pay us for each absent representative up to 150% of the then-current convention registration fee.

We may make available such other training programs to you or your representatives as we deem appropriate, which may be held virtually or in person. We may require you or your representatives to attend and successfully complete such programs. We may charge you a reasonable training fee for such additional training programs, which will not exceed \$500 per trainee per program for virtual training. If we provide any additional training at your Franchised Business, you must pay us a training fee of \$750

per trainer per day, plus their travel and living expenses. If your representatives attend any training sessions at our locations, you must pay us a training fee of \$250 per trainee per day.

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

#### VARIATIONS IN TRAINING

The initial and ongoing training that a franchisee may be required to attend may not be uniformly imposed on all franchisees. Differences in required initial and ongoing training may be based on the franchisee's experience and other reasonable factors.

#### CONSULTATION

We will provide, in accordance with the terms we specify, continuing advisory assistance in person, virtually (by videoconference, webinar, recorded media, or other means that we designate), by telephone or in writing on the operation of the Franchised Business.

### **ITEM 12:** **TERRITORY**

#### OFFICE LOCATION

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 Manual. You may relocate your office to another location that is compliant with this policy, but you must notify us before relocating.

#### PROTECTED RIGHTS

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 that we obtain from a third-party vendor. 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. Except for the foregoing sentence, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on the Franchised Business.

Beginning in the first full Period of operation of the Franchised Business, the continuation of these limited protected rights in your Territory and your right to operate the Franchised Business 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 (the "**Minimum Average Weekly Gross Sales Requirement**"):

| <b>Years of Operation<br/>(from Opening Date)</b> | <b>Minimum Average Weekly Gross Sales<br/>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 the Franchise 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.

#### COMPETING BUSINESS

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.

ADDITIONAL FRANCHISES

You will not have any options, rights of first refusal, or similar rights to acquire additional Franchised Businesses within any specified territory or any contiguous territories. We may, in our sole discretion, allow you to acquire additional Franchised Businesses if you meet our qualifications in place at that time for acquiring a franchise and ownership of multiple franchises. These qualifications may include standards of character, business experience, financial strength, credit standing, reputation, business ability, experience, availability of management personnel, etc. If you or your affiliate requests an additional Franchised Business, we will consider all aspects of the operation of the existing franchise or franchises, including those items described as renewal conditions in Section 3.B. of the Franchise Agreement.

**ITEM 13:  
TRADEMARKS**

If we grant you a franchise, we will grant you the right to operate such franchise under the MERRY MAIDS Mark and any other Marks that we specify in your Franchise Agreement or otherwise in writing from time to time. We may add to, change, or remove Marks from time to time.

We currently own all of the trademarks listed in the table below, all of which are registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"). All necessary affidavits and renewals for such Marks have been filed.

| 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 ADVANTAGE (word mark)     | 4,289,947           | February 12, 2013    |
| LIVE THE MERRY MAIDS LIFE (word mark) | 5,181,742           | April 11, 2017       |

There are no effective determinations of the USPTO, the Trademark Trial and Appeals Board, the trademark administrator of any state, or any court involving our principal Marks. There is no pending interference, opposition, or cancellation proceeding relating to the Marks. We have not been involved in any infringement, opposition, or cancellation proceedings in which we unsuccessfully sought to prevent registration of a trademark to protect a trademark licensed by us.

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

You must use the Marks as the sole service mark identification of the Franchised Business. You may not use any Mark or any words confusingly similar to any Mark (i) as part of any corporate name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you by us), (iii) in any modified form, (iv) in connection with the sale of any unauthorized product or service, (v) on forms, uniforms, materials and supplies not approved by us, (vi) in any domain names, or (vii) in any other

manner not explicitly authorized in writing by us. You must observe all requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of your Franchised Business as we may direct in writing from time to time.

Your non-exclusive licensed use of the Marks under the Franchise Agreement does not give you any ownership interest or other interest in and/or to the Marks. Any and all goodwill associated with the Marks inures exclusively to our benefit without any compensation to you. Any unauthorized use of the Marks by you shall constitute an infringement of the Marks and our rights. You must not commit or aid in committing any act of infringement or misuse of the Marks, either during or after the term of the Franchise Agreement.

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 your use of our Marks. We and our affiliates will take whatever action, if any, we deem appropriate and have the right to exclusively control any litigation or proceeding arising out of any such infringement, challenge, or claim or otherwise relating to any Marks.

You must execute any and all instruments and documents, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to obtain protection for the Marks, protect and maintain the continued validity or enforceability of the Marks, and protect the interests of us or our affiliates in any litigation or proceeding. If it becomes advisable or desirable at any time in our judgment for you to modify or discontinue use of any Mark, and/or use one or more additional or substitute Marks, including the primary Mark and/or color scheme under which the Franchised Business is operating, you must do so at your expense.

#### **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 Manual, and all of the Manual, 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 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, including (i) the Manual; (ii) pricing information; (iii) materials describing the franchise network and 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) our marketing plans and development strategies; (vii) customer information; (viii) Standards and specifications issued by us; (ix) knowledge or know-how regarding the development and operation of MM

Franchises; and (x) all other information we give to you in confidence (collectively, the “**Confidential Information**”).

You may use the Confidential Information, in the manner we approve, in the operation of your Franchised Business during the term of the Franchise Agreement. You may not, nor may you permit any person or entity to, (a) use any Confidential Information in any other business or for any purpose other than developing and operating your Franchised Business and/or (b) communicate or disclose any Confidential Information to any person or entity, except to your employees and professional advisors to the extent necessary for them to perform their functions related to the operation of your Franchised Business.

You must exercise the highest degree of diligence in protecting the secrecy of the Confidential Information. You must adopt and implement reasonable procedures, including any that we designate, to prevent unauthorized use or disclosure of this information to others. You are responsible for restricting your employees from improperly using or disclosing the Confidential Information and are responsible if they fail to do so. If you fail to comply with the requirements of the Franchise Agreement concerning confidentiality, it will cause us irreparable injury and you are required to pay all court costs and reasonable attorneys’ fees incurred by us in obtaining specific performance of, or an injunction against any violation of, the requirements of the Franchise Agreement concerning confidentiality.

You must promptly inform us if you become aware of any unauthorized use or disclosure of the Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. You must also agree not to contest our interest in these or our other trade secrets. We may require you to, at your expense, remediate such breach or unauthorized access.

We are not required by any agreement to (a) protect or defend any patents, patent applications, copyrights, or proprietary information that we currently or in the future may own, (b) defend you against (or participate in your defense of) any claims relating to your use of patented or copyrighted items, including our proprietary information, (c) indemnify you for expenses or damages you incur in a proceeding involving a patent, patent application, copyright, or proprietary information licensed to you, or (d) take any action when notified of any infringement of patented or copyrighted items. As the owner of the intellectual property, we have the right to control any litigation related to patents, copyrights, and proprietary information.

If we require you to modify or discontinue using any patented or copyrighted materials, including our Confidential Information, you must make such changes at your expense, and the Franchise Agreement provides you with no other rights or remedies related to the change.

**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. You must monitor and be responsible for the performance of any managers you employ. The manager must have successfully completed our training program but need not have an ownership interest in your entity. You are responsible for restricting your managers from improperly using or disclosing our confidential information.

We will not provide any assistance in the hiring of any employees that you may hire. You are an independent owner and operator of the Franchised Business, and you are responsible for the day-to-day operations of the Franchised Business. You will have sole responsibility for all employment decisions and functions related to your Franchised Business, including hiring, firing, promoting, demoting, compensation,

benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees.

Unless we specify otherwise in writing, you must require anyone who may have access to the Confidential Information to execute non-disclosure agreements in a form satisfactory to us. 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, including the confidentiality provisions.

**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, unless we authorize you to do so in writing. 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 they request services from you, you may provide the services to the customer. 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.

If permitted by law, we may require you to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, as set forth in the Manual or otherwise in writing from time to time. If we set a suggested retail price for a good or service, we prohibit you from advertising any other prices for such goods or services. Where no price or maximum or minimum price has been specified or established by us, you may sell such goods or services at any reasonable price you choose. Advertised prices and specified maximum and minimum prices for goods or services may vary from region to region to the extent deemed necessary by us in order to reflect differences in costs and other factors applicable to such regions.

**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                            | Five years.  |
| b. Renewal or extension of the term | 3.B.                           | If you satisfy the conditions for renewal specified in Row “c”, you will have the option of entering into a renewal agreement for two additional, consecutive five-year terms. |

| Provision  | Section in Franchise Agreement | Summary  |
|--|--------------------------------|--|
|  |                                | <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> <p>This provision may be subject to applicable state law.</p>   |
| c. Requirements for you to renew or extend       | 3.B.1.                         | <p>You must (i) provide us with written notice of your election to renew not less than six months, nor more than nine months, prior to the end of the then-existing term of the Franchise Agreement; (ii) not be (and your affiliates and owners must not be) in default under the Franchise Agreement or any Related Agreement and have not received three default notices during the term of any such agreement; (iii) not be in default under any loan agreement or lease related to the Franchised Business; (iv) be in compliance with the Minimum Average Weekly Gross Sales Requirement and may not have missed the requirement more than three times in the last nine consecutive periods of the term; (v) have actively implemented the System and acted appropriately; (vi) have satisfied your reporting requirements and monetary obligations throughout the term; (vii) meet our then-current requirements for new franchisees and demonstrate financial ability; (viii) obtain our approval for a business plan; (ix) complete all required training; (x) sign our then-current form of Franchise Agreement which may have materially different terms and conditions than your original agreement; (xi) sign (and have your owners sign) a general release; (xii) pay the then-current renewal fee; and (xiii) satisfy any other reasonable conditions that we specify. We can refuse to allow you to renew or extend if you fail or refuse (or, in some cases, if during the term of the Franchise Agreement you have failed or refused) to meet each and every of these required conditions. <b>“Related Agreement”</b> means any agreement between you, your affiliates, or owners and us, our affiliates, and our vendors, relating to the Franchised Business or any other business or franchise.</p> |
| d. Termination by you                            | Not Applicable                 | Not applicable, unless otherwise specified under applicable state laws.  |
| e. Termination by us without cause               | Not Applicable                 | Not Applicable.  |
| f. Termination by us with cause                  | 18.A. and 18.B.                | We can terminate only upon uncured or noncurable events of default. This provision may be subject to applicable state law.   |
| g. “Cause” defined – defaults which can be cured | 18.B.                          | For all breaches of the Franchise Agreement, Related Agreements, or any standards or requirements in the Manual other than those specified in Row “h” below, you will have 30 days to cure such breach (10 days  |

| Provision   | Section in Franchise Agreement | Summary  |
|---|--------------------------------|--|
|   |                                | for any breach related to the use of any Mark or the payment of any money).  |
| h. "Cause" defined – defaults which cannot be cured | 18.A.                          | Unless prohibited by applicable law, we may terminate the Franchise Agreement if you (or, in some cases, your affiliates or guarantors): (i) make an assignment for the benefit of creditors, admit your inability to pay obligations when they are due, file for voluntary bankruptcy, or a judge or court decides you are bankrupt or insolvent; (ii) fail to pay amounts owed to Franchisor, including Royalties; (iii) fail to submit reports or financial data as required; (iv) willfully violate any laws related to the Franchised Business; (v) fail, for a period of 10 days after notification of noncompliance, to comply with any laws; (vi) make an unauthorized transfer; (vii) willfully violate any provision of Agreement or any related agreement; (viii) are convicted of a felony or are declared incompetent; (ix) engage in egregious conduct that may cause harm; (x) misrepresent Gross Sales; (xi) fail to meet the Minimum Average Weekly Gross Sales Requirement three Periods out of nine consecutive Periods; (xii) fail to adhere to any material specification, standard or operations procedure; (xiii) breach (or owners' breach) the confidentiality and non-compete covenants; (xiv) commit any other uncurable breach; (xv) 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; (xvi) abandon the Franchised Business (by closing for 10 days or repeatedly closing for three or more days); (xvii) default by you, your owners, or your affiliates under any Related Agreement that would permit termination of such agreement; (xviii) unauthorized grant of a security interest; or (xix) receive four or more notices of default during the term (regardless if such defaults have been cured). |
| i. Your obligations on termination /non-renewal     | 18.D                           | Obligations include (i) pay amounts due; (ii) cease using the Marks and the System; (iii) complete de-identification and disassociation; (iv) transfer phone number(s), listings, email addresses, social media accounts, and other identifiers to us or our assignee; (v) return or destroy Manual, all material bearing the Marks, all Confidential Information, and other materials related to the Franchised Business; (vi) pay liquidated damages; (vii) comply with non-compete; (viii) fulfill financing obligations; and (ix) offer option to purchase assets.   |
| j. Assignment of contract by us                     | 14.B.                          | We have the right to sell or assign the Franchise Agreement in whole or in part.   |
| k. "Transfer" by you – defined                      | 14.A.                          | Includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, pledge, mortgage, encumbrance, or other disposition of any interest in the Franchise Agreement; you; the Franchised Business or substantially all of its assets; any of your owners (if such owner is a legal entity); or any right to receive all or a portion of the Franchised Business's, your, or an owner's profits or losses or any capital appreciation relating to the Franchised Business, you or any owner.  |
| l. Our approval of                                  | 14.A.                          | With limited exceptions for transfers to affiliated entities or trusts, we   |

| Provision  | Section in Franchise Agreement | Summary  |
|--|--------------------------------|--|
| transfer by you  |                                | <p>have the right to approve any (A) transfer of (i) the Franchise Agreement (or any interest in the Franchise Agreement), (ii) the Franchised Business or all or substantially all of its assets, (iii) a controlling ownership interest in you, whether in one transaction or a series of related transactions, or (iv) a controlling ownership interest in any owners that controls you (if such owner is a legal entity), whether in one transaction or a series of related transactions (collectively, a “<b>Control Transfer</b>”) and (B) transfer of (i) a non-controlling interest in you, (ii) a non-controlling interest in an owner that controls you (if such owner is a legal entity), or (iii) a controlling ownership interest in an owner that does not have a controlling ownership interest in you (collectively, a “<b>Non-Control Transfer</b>”). We will not unreasonably withhold our consent to a transfer if you satisfy our conditions, and you are substantially complying with the Franchise Agreement.</p>  |
| m. Conditions for our approval of transfer             | 14.A.                          | <p><u>For a Control Transfer</u>, you must (i) provide us with notice 10 days prior to listing the interest for sale, (ii) submit an application and application fee for a proposed transferee, (iii) pay all amounts owed, (iv) not breach the Franchise Agreement or Related Agreement in the period before the transfer or your request for consent, (v) sign a termination agreement remaining liable for liability pre-transfer, (vi) commit, along with your owners, to not using our intellectual property, (vii) sign, along with your owners, a general release, and (viii) pay our then-current transfer fee. Your transferee must (a) meet our qualifications, (b) complete training at their expense, (c) either sign our then-current franchise agreement and related documents, which may include materially different terms and conditions, or assume your existing agreement, (d) have its applicable owners sign a guaranty, (e) have sufficient finances to not adversely affect the operation of the Franchised Business, (f) prepare a business plan that we approve, and (g) not be involved in, or have any owners involved in, a competing business.</p> <p><u>For a Non-Control Transfer</u>, you must (i) provide us with advance notice of such transfer and any information we require, (ii) pay the then-current Change Fee, (iii) have all parties and their owners sign a general release and any other documents we require, and (iv) be (and your guarantors must be) in substantial compliance with the Franchise Agreement. Your transferee must (a) meet our qualifications, (b) not obtain a controlling interest through such transfer, and (c) not be involved in, or have any owners involved in, a competing business.</p> <p>We reserve the right to conduct an audit as a pre-condition to any transfer.</p> |
| n. Our right of first refusal to acquire your business | 14.A.13.                       | <p>If you or your owners would like to make a Control Transfer, you must give us a copy of the proposed offer, and we will have 45 days to match such offer. If there are material changes in the terms of the sale, we will have additional rights of first refusal. Our rights under this provision are fully transferable.</p>  |

| Provision   | Section in Franchise Agreement | Summary  |
|---|--------------------------------|--|
| o. Our option to purchase your business                                   | 18.D.8.                        | We have the option to purchase from you certain assets used in the Franchised Business within 60 days after the termination or expiration of the Franchise Agreement at the greater of your cost or fair market value. Our rights under this provision are fully transferable.   |
| p. Your death or disability   | 14.A.7.                        | Within six months of the death or mental incapacity of a person with a controlling ownership interest in you or one of your controlling owners, the person’s executor, administrator, or personal representative must transfer the owner’s interest to a third party. In the case of a transfer by devise or inheritance, if the heirs or beneficiaries of such franchisee are unable to meet the transfer conditions, the personal representative has 9 months from the death or incapacity to complete a transfer, subject to all the conditions of transfers. |
| q. Non-competition covenants during the term of the franchise             | 15.A.                          | You, your owners, and any spouse who is in any way involved in the Franchised Business may not (i) have any involvement in a business that offers, performs, or engages in residential or light commercial cleaning services or any other services licensed by us within the System (a “ <b>Competing Business</b> ”); (ii) divert business or customers to a competitor; (iii) perform any act injurious to the Marks or the System; or (iv) use any vendor relationship for any other purpose. This provision may be subject to applicable state law.          |
| r. Non-competition covenants after the franchise is terminated or expires | 15.B. and 18.C.6.              | For one year after termination or expiration, you, your owners, and any spouse who is in any way involved in the Franchised Business may not within the Territory or 25 miles of your Territory (i) divert any business or customer to any competitor or own or (ii) engage in any other business which performs any of the services provided by Franchised Businesses and may not (a) perform any act injurious to the Marks or the System or (b) use any vendor relationship for any purpose. This provision may be subject to applicable state law.           |
| s. Modification of the Franchise Agreement                                | 11 and 21.B.                   | The Franchise Agreement may be amended by mutual written consent, in which case we will require you and your owners and guarantors to sign the General Release. We may unilaterally modify the Manual from time to time.   |
| t. Integration/merger clause  | 21.A.                          | The Franchise Agreement is the entire agreement, and it supersedes all prior negotiations, commitments, representations, and undertakings; however, nothing in the Franchise Agreement or in any Related Agreement is intended to disclaim the representations we make in the Disclosure Document. Only the terms of the Franchise Agreement and other Related Agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Document and the Franchise Agreement may not be enforceable.                             |
| u. Dispute resolution by arbitration or mediation                         | 24.A.                          | Disputes must be informally negotiated before being submitted to non-binding mediation. If mediation does not resolve the dispute, except for certain disputes listed in the Franchise Agreement and as may be prohibited by applicable state law, all disputes must be resolved by arbitration in the city in which our principal place of business is located (currently, Atlanta, Georgia).   |

| Provision          | Section in Franchise Agreement | Summary   |
|--------------------|--------------------------------|---|
| 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, without regard to Georgia conflict-of-laws rules.  |

**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, 2024 to December 31, 2024 (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**

| <b>Subset</b>            | <b>Number of Qualified Franchises</b> | <b>Average Gross Sales</b> | <b>Number and Percentage of Qualified Franchises Attaining or Exceeding Average Gross Sales</b> | <b>Median Gross Sales</b> | <b>Lowest Gross Sales</b> | <b>Highest Gross Sales</b> |
|--------------------------|---------------------------------------|----------------------------|---|---------------------------|---------------------------|----------------------------|
| Top 10%                  | 31                                    | \$1,159,708                | 10 / 32.3%  | \$1,068,527               | \$906,480                 | \$1,781,273                |
| Top Quartile             | 77                                    | \$919,797                  | 29 / 37.7%  | \$854,086                 | \$644,057                 | \$1,781,273                |
| 2 <sup>nd</sup> Quartile | 76                                    | \$520,467                  | 37 / 48.7%  | \$519,046                 | \$428,193                 | \$642,400                  |
| 3 <sup>rd</sup> Quartile | 76                                    | \$338,032                  | 36 / 47.4%  | \$335,389                 | \$253,140                 | \$426,657                  |
| Bottom Quartile          | 77                                    | \$169,957                  | 40 / 51.9%  | \$173,413                 | \$42,868                  | \$252,951                  |
| Bottom 10%               | 31                                    | \$115,387                  | 18 / 58.1%  | \$121,068                 | \$42,868                  | \$160,557                  |
| Total                    | 306                                   | \$487,441                  | 127 / 41.5%   | \$427,425                 | \$42,868                  | \$1,781,273                |

**Notes to Table 1:**

- As of December 31, 2024 (the end of the Covered Period), there were 802 Franchised Businesses. Of those 804 Franchised Businesses, 725 were Active Franchises. Of those 725 Active Franchises, 306 were Qualified Franchises that are represented in these tables. These tables do not include (i) 42 Franchised Businesses that did not operate through all 12 months of the Covered Period (and, therefore, were not Active Franchises), (ii) 35 Franchised Businesses that were transferred to a new owner in the Covered Period (and, therefore, were not Active Franchises), and (iii) 419 Legacy Franchises that were Active Franchises. These tables also do not include 90 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%         | 25        | \$3,225,072         | 9 / 36.0%  | \$2,458,793        | \$1,891,371        | \$5,865,164         |
| Top Quartile    | 62        | \$2,241,349         | 18 / 29.0%   | \$1,761,319        | \$1,336,252        | \$5,865,164         |
| 2nd Quartile    | 63        | \$1,026,869         | 31 / 49.2%   | \$1,015,222        | \$768,250          | \$1,331,608         |
| 3rd Quartile    | 62        | \$620,639           | 32 / 51.6%   | \$614,985          | \$480,582          | \$767,299           |
| Bottom Quartile | 62        | \$300,848           | 29 / 46.8%   | \$312,292          | \$38,409           | \$469,797           |
| Bottom 10%      | 25        | \$183,059           | 15 / 60.0%   | \$210,947          | \$38,409           | \$260,902           |
| Total           | 249       | \$1,047,237         | 90 / 36.7%   | \$767,299          | \$38,409           | \$5,865,164         |

**Notes to Table 2:**

1. As of December 31, 2024 (the end of the Covered Period), there were 323 Franchise Ownership Groups. Of those 323 Franchise Ownership Groups, 249 (77.1%) Franchise Ownership Groups had at least one Active Franchise throughout the Covered Period and are represented in this table. This table does not include 74 Franchise Ownership Groups that did not report Gross Sales through all 12 months of the Covered Period. This table also does not include eight 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**

| Subset   | Number of Active Franchises in Franchise Ownership Group |             |             |             |             |             |
|--|--|-------------|-------------|-------------|-------------|-------------|
|  | 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  | 82   | 70          | 53          | 31          | 13          | 249         |
| Average Gross Sales  | \$547,630  | \$765,573   | \$1,134,584 | \$1,690,148 | \$3,541,524 | \$1,047,343 |
| # and % At or Above Avg. Gross Sales                               | 35 / 42.7%   | 27 / 40.3%  | 23 / 44.2%  | 12 / 38.7%  | 5 / 38.5%   | 90 / 36.7%  |
| Median Gross Sales   | \$515,865  | \$701,185   | \$975,997   | \$1,447,658 | \$2,947,859 | \$767,299   |
| Lowest Gross Sales   | \$38,409   | \$213,250   | \$362,898   | \$767,299   | \$900,873   | \$38,409    |
| Highest Gross Sales  | \$1,640,713  | \$1,858,649 | \$4,712,342 | \$4,564,211 | \$5,865,164 | \$5,865,164 |
| <b>Gross Sales for Active Franchises in Each Category</b>          |  |             |             |             |             |             |
| # of Active Franchises   | 82   | 130         | 179         | 177         | 157         | 725         |
| Average Gross Sales  | \$547,630  | \$379,135   | \$334,956   | \$299,005   | \$288,014   | \$347,990   |
| # and % At or Above Avg. Gross Sales                               | 35 / 42.7%   | 56 / 43.1%  | 62 / 34.6%  | 69 / 39.0%  | 59 / 37.6%  | 270 / 37.2% |
| Median Gross Sales   | \$515,865  | \$339,229   | \$253,275   | \$237,477   | \$218,618   | \$262,519   |
| Lowest Gross Sales   | \$38,409   | \$36,762    | \$26,652    | \$19,555    | \$9,630     | \$9,630     |
| Highest Gross Sales  | \$1,640,713  | \$1,378,115 | \$1,781,273 | \$1,444,102 | \$1,471,227 | \$1,781,273 |

**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, 2024 (the end of the Covered Period), there were 802 Franchised Businesses. Of those 802 Franchised Businesses, 725 (90.4%) were Active Franchise throughout the Covered Period and are represented in these tables. These tables do not include (i) 42 Franchised Businesses that did not operate through all 12 months of the Covered Period and (ii) 35 Franchised Businesses that were transferred to a new owner in the Covered Period. These tables also do not include 90 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 Franchised 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. All year-end numbers appearing in the tables below are as of December 31<sup>st</sup>.

**Table No. 1  
Systemwide Outlet Summary for Years 2022 to 2024**

| <b>Outlet Type</b>   | <b>Year</b> | <b>Outlets at the Start of the Year</b> | <b>Outlets at the End of the Year</b> | <b>Net Change</b> |
|----------------------|-------------|---|---------------------------------------|-------------------|
| <b>Franchised</b>    | <b>2022</b> | 989                                     | 946                                   | -43               |
|                      | <b>2023</b> | 946                                     | 884                                   | -62               |
|                      | <b>2024</b> | 884                                     | 802                                   | -82               |
| <b>Company-Owned</b> | <b>2022</b> | 0                                       | 0                                     | 0                 |
|                      | <b>2023</b> | 0                                       | 0                                     | 0                 |
|                      | <b>2024</b> | 0                                       | 0                                     | 0                 |
| <b>Total Outlets</b> | <b>2022</b> | 989                                     | 946                                   | -43               |
|                      | <b>2023</b> | 946                                     | 884                                   | -62               |
|                      | <b>2024</b> | 884                                     | 802                                   | -82               |

**Table No. 2  
Transfer of Franchised Outlets for Years 2022 to 2024**

| <b>State</b> | <b>Year</b> | <b>Number of Transfers</b> |
|--------------|-------------|----------------------------|
| <b>AL</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 1                          |
|              | <b>2024</b> | 0                          |
| <b>AZ</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 3                          |
|              | <b>2024</b> | 0                          |
| <b>CA</b>    | <b>2022</b> | 3                          |
|              | <b>2023</b> | 14                         |
|              | <b>2024</b> | 1                          |
| <b>CO</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 1                          |
|              | <b>2024</b> | 4                          |
| <b>CT</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 2                          |
|              | <b>2024</b> | 3                          |
| <b>FL</b>    | <b>2022</b> | 2                          |
|              | <b>2023</b> | 4                          |
|              | <b>2024</b> | 1                          |

| <b>State</b> | <b>Year</b> | <b>Number of Transfers</b> |
|--------------|-------------|----------------------------|
| <b>GA</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 2                          |
|              | <b>2024</b> | 0                          |
| <b>IA</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 0                          |
|              | <b>2024</b> | 2                          |
| <b>IL</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 3                          |
|              | <b>2024</b> | 0                          |
| <b>IN</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 4                          |
|              | <b>2024</b> | 0                          |
| <b>MD</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 2                          |
|              | <b>2024</b> | 2                          |
| <b>MN</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 1                          |
|              | <b>2024</b> | 0                          |
| <b>MO</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 1                          |
|              | <b>2024</b> | 2                          |
| <b>MS</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 1                          |
|              | <b>2024</b> | 0                          |
| <b>NC</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 4                          |
|              | <b>2024</b> | 0                          |
| <b>NY</b>    | <b>2022</b> | 2                          |
|              | <b>2023</b> | 0                          |
|              | <b>2024</b> | 7                          |
| <b>OH</b>    | <b>2022</b> | 10                         |
|              | <b>2023</b> | 0                          |
|              | <b>2024</b> | 0                          |
| <b>OR</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 0                          |
|              | <b>2024</b> | 1                          |
| <b>TN</b>    | <b>2022</b> | 0                          |
|              | <b>2023</b> | 0                          |
|              | <b>2024</b> | 3                          |

| State  | Year | Number of Transfers |
|--------|------|---------------------|
| TX     | 2022 | 1                   |
|        | 2023 | 7                   |
|        | 2024 | 0                   |
| UT     | 2022 | 0                   |
|        | 2023 | 8                   |
|        | 2024 | 0                   |
| VA     | 2022 | 0                   |
|        | 2023 | 2                   |
|        | 2024 | 7                   |
| WA     | 2022 | 0                   |
|        | 2023 | 3                   |
|        | 2024 | 0                   |
| WI     | 2022 | 0                   |
|        | 2023 | 3                   |
|        | 2024 | 2                   |
| Totals | 2022 | 18                  |
|        | 2023 | 66                  |
|        | 2024 | 35                  |

**Table No. 3**  
**Status of Franchised Outlets for Years 2022 to 2024**

| 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    | 2022 | 10                               | 0              | 0            | 0            | 0                        | 0                                | 10                             |
|       | 2023 | 10                               | 0              | 1            | 0            | 0                        | 0                                | 9                              |
|       | 2024 | 9                                | 0              | 0            | 1            | 0                        | 0                                | 8                              |
| AR    | 2022 | 4                                | 0              | 0            | 0            | 0                        | 0                                | 4                              |
|       | 2023 | 4                                | 0              | 0            | 0            | 0                        | 0                                | 4                              |
|       | 2024 | 4                                | 0              | 0            | 0            | 0                        | 0                                | 4                              |
| AZ    | 2022 | 28                               | 0              | 3            | 0            | 0                        | 0                                | 25                             |
|       | 2023 | 25                               | 1              | 0            | 0            | 0                        | 1                                | 25                             |
|       | 2024 | 25                               | 0              | 0            | 1            | 0                        | 0                                | 24                             |
| CA    | 2022 | 137                              | 1              | 13           | 0            | 0                        | 0                                | 125                            |
|       | 2023 | 125                              | 0              | 0            | 9            | 0                        | 9                                | 107                            |
|       | 2024 | 107                              | 0              | 6            | 5            | 0                        | 7                                | 89                             |
| CO    | 2022 | 20                               | 0              | 2            | 0            | 0                        | 0                                | 18                             |
|       | 2023 | 18                               | 0              | 0            | 0            | 0                        | 0                                | 18                             |
|       | 2024 | 18                               | 2              | 0            | 0            | 0                        | 2                                | 18                             |

| 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 |
|-------|------|----------------------------------|----------------|--------------|--------------|--------------------------|----------------------------------|--------------------------------|
| CT    | 2022 | 20                               | 0              | 0            | 0            | 0                        | 0                                | 20                             |
|       | 2023 | 20                               | 0              | 0            | 0            | 0                        | 0                                | 20                             |
|       | 2024 | 20                               | 0              | 0            | 0            | 0                        | 6                                | 14                             |
| DE    | 2022 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
|       | 2023 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
|       | 2024 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
| FL    | 2022 | 68                               | 0              | 0            | 0            | 0                        | 0                                | 68                             |
|       | 2023 | 68                               | 2              | 0            | 4            | 0                        | 2                                | 64                             |
|       | 2024 | 64                               | 1              | 1            | 0            | 0                        | 6                                | 58                             |
| GA    | 2022 | 28                               | 0              | 0            | 0            | 0                        | 0                                | 28                             |
|       | 2023 | 28                               | 3              | 0            | 0            | 0                        | 0                                | 31                             |
|       | 2024 | 31                               | 0              | 0            | 0            | 0                        | 3                                | 28                             |
| IA    | 2022 | 10                               | 0              | 0            | 0            | 0                        | 0                                | 10                             |
|       | 2023 | 10                               | 0              | 1            | 1            | 0                        | 0                                | 8                              |
|       | 2024 | 8                                | 0              | 0            | 0            | 0                        | 0                                | 8                              |
| ID    | 2022 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
|       | 2023 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
|       | 2024 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
| IL    | 2022 | 49                               | 0              | 3            | 0            | 0                        | 0                                | 46                             |
|       | 2023 | 46                               | 0              | 0            | 1            | 0                        | 0                                | 45                             |
|       | 2024 | 45                               | 0              | 1            | 0            | 0                        | 6                                | 38                             |
| IN    | 2022 | 15                               | 0              | 0            | 0            | 0                        | 0                                | 15                             |
|       | 2023 | 15                               | 0              | 0            | 0            | 0                        | 1                                | 14                             |
|       | 2024 | 14                               | 0              | 0            | 0            | 0                        | 1                                | 13                             |
| KS    | 2022 | 12                               | 0              | 0            | 0            | 0                        | 0                                | 12                             |
|       | 2023 | 12                               | 0              | 0            | 0            | 0                        | 0                                | 12                             |
|       | 2024 | 12                               | 0              | 0            | 0            | 0                        | 0                                | 12                             |
| KY    | 2022 | 9                                | 0              | 0            | 0            | 0                        | 0                                | 9                              |
|       | 2023 | 9                                | 0              | 0            | 0            | 0                        | 0                                | 9                              |
|       | 2024 | 9                                | 0              | 0            | 0            | 0                        | 0                                | 9                              |
| LA    | 2022 | 10                               | 0              | 1            | 0            | 0                        | 0                                | 9                              |
|       | 2023 | 9                                | 0              | 0            | 1            | 0                        | 2                                | 6                              |
|       | 2024 | 6                                | 0              | 0            | 0            | 0                        | 0                                | 6                              |
| MA    | 2022 | 35                               | 0              | 0            | 0            | 0                        | 0                                | 35                             |
|       | 2023 | 35                               | 1              | 0            | 0            | 0                        | 9                                | 27                             |
|       | 2024 | 27                               | 0              | 0            | 0            | 0                        | 0                                | 27                             |

| 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 |
|-------|------|----------------------------------|----------------|--------------|--------------|--------------------------|----------------------------------|--------------------------------|
| MD    | 2022 | 28                               | 0              | 0            | 0            | 0                        | 0                                | 28                             |
|       | 2023 | 28                               | 0              | 0            | 1            | 0                        | 0                                | 27                             |
|       | 2024 | 27                               | 0              | 0            | 0            | 0                        | 0                                | 27                             |
| ME    | 2022 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
|       | 2023 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
|       | 2024 | 2                                | 0              | 0            | 0            | 0                        | 1                                | 1                              |
| MI    | 2022 | 22                               | 0              | 7            | 0            | 0                        | 0                                | 15                             |
|       | 2023 | 15                               | 1              | 5            | 3            | 0                        | 3                                | 5                              |
|       | 2024 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
| MN    | 2022 | 20                               | 0              | 0            | 0            | 0                        | 0                                | 20                             |
|       | 2023 | 20                               | 0              | 0            | 0            | 0                        | 0                                | 20                             |
|       | 2024 | 20                               | 0              | 0            | 0            | 0                        | 0                                | 20                             |
| MO    | 2022 | 19                               | 0              | 0            | 0            | 0                        | 0                                | 19                             |
|       | 2023 | 19                               | 0              | 0            | 0            | 0                        | 0                                | 19                             |
|       | 2024 | 19                               | 1              | 0            | 0            | 0                        | 0                                | 20                             |
| MS    | 2022 | 3                                | 2              | 1            | 0            | 0                        | 0                                | 4                              |
|       | 2023 | 4                                | 1              | 0            | 0            | 0                        | 0                                | 5                              |
|       | 2024 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
| MT    | 2022 | 4                                | 0              | 1            | 0            | 0                        | 0                                | 3                              |
|       | 2023 | 3                                | 0              | 0            | 0            | 0                        | 0                                | 3                              |
|       | 2024 | 3                                | 0              | 0            | 0            | 0                        | 1                                | 2                              |
| NC    | 2022 | 34                               | 0              | 0            | 0            | 0                        | 0                                | 34                             |
|       | 2023 | 34                               | 0              | 1            | 0            | 0                        | 0                                | 33                             |
|       | 2024 | 33                               | 0              | 0            | 0            | 0                        | 4                                | 29                             |
| ND    | 2022 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
|       | 2023 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
|       | 2024 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
| NE    | 2022 | 7                                | 0              | 0            | 0            | 0                        | 0                                | 7                              |
|       | 2023 | 7                                | 0              | 0            | 0            | 0                        | 1                                | 6                              |
|       | 2024 | 6                                | 0              | 0            | 0            | 0                        | 0                                | 6                              |
| NH    | 2022 | 4                                | 0              | 0            | 0            | 0                        | 0                                | 4                              |
|       | 2023 | 4                                | 0              | 0            | 0            | 0                        | 1                                | 3                              |
|       | 2024 | 3                                | 0              | 0            | 0            | 0                        | 0                                | 3                              |
| NJ    | 2022 | 31                               | 0              | 3            | 0            | 0                        | 0                                | 28                             |
|       | 2023 | 28                               | 0              | 0            | 0            | 0                        | 0                                | 28                             |
|       | 2024 | 28                               | 0              | 0            | 0            | 0                        | 7                                | 21                             |

| 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 |
|-------|------|----------------------------------|----------------|--------------|--------------|--------------------------|----------------------------------|--------------------------------|
| NM    | 2022 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
|       | 2023 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
|       | 2024 | 5                                | 0              | 0            | 0            | 0                        | 0                                | 5                              |
| NV    | 2022 | 12                               | 0              | 0            | 0            | 0                        | 0                                | 12                             |
|       | 2023 | 12                               | 0              | 0            | 0            | 0                        | 0                                | 12                             |
|       | 2024 | 12                               | 0              | 0            | 0            | 0                        | 1                                | 11                             |
| NY    | 2022 | 41                               | 0              | 2            | 0            | 0                        | 0                                | 39                             |
|       | 2023 | 39                               | 0              | 0            | 1            | 0                        | 3                                | 35                             |
|       | 2024 | 35                               | 2              | 0            | 0            | 0                        | 6                                | 31                             |
| OH    | 2022 | 26                               | 0              | 1            | 0            | 0                        | 0                                | 25                             |
|       | 2023 | 25                               | 0              | 0            | 0            | 0                        | 0                                | 25                             |
|       | 2024 | 25                               | 0              | 0            | 0            | 0                        | 6                                | 19                             |
| OK    | 2022 | 15                               | 0              | 1            | 0            | 0                        | 0                                | 14                             |
|       | 2023 | 14                               | 0              | 0            | 0            | 0                        | 0                                | 14                             |
|       | 2024 | 14                               | 0              | 0            | 0            | 0                        | 0                                | 14                             |
| OR    | 2022 | 14                               | 0              | 0            | 0            | 0                        | 0                                | 14                             |
|       | 2023 | 14                               | 0              | 0            | 0            | 0                        | 0                                | 14                             |
|       | 2024 | 14                               | 0              | 0            | 0            | 0                        | 1                                | 13                             |
| PA    | 2022 | 38                               | 0              | 1            | 0            | 0                        | 0                                | 37                             |
|       | 2023 | 37                               | 0              | 0            | 0            | 0                        | 0                                | 37                             |
|       | 2024 | 37                               | 0              | 0            | 1            | 0                        | 8                                | 28                             |
| RI    | 2022 | 4                                | 0              | 0            | 0            | 0                        | 0                                | 4                              |
|       | 2023 | 4                                | 0              | 0            | 0            | 0                        | 0                                | 4                              |
|       | 2024 | 4                                | 0              | 0            | 0            | 0                        | 0                                | 4                              |
| SC    | 2022 | 15                               | 0              | 1            | 0            | 0                        | 0                                | 14                             |
|       | 2023 | 14                               | 0              | 3            | 0            | 0                        | 0                                | 11                             |
|       | 2024 | 11                               | 0              | 1            | 0            | 0                        | 0                                | 10                             |
| SD    | 2022 | 3                                | 0              | 0            | 0            | 0                        | 0                                | 3                              |
|       | 2023 | 3                                | 0              | 1            | 0            | 0                        | 0                                | 2                              |
|       | 2024 | 2                                | 0              | 0            | 0            | 0                        | 0                                | 2                              |
| TN    | 2022 | 20                               | 0              | 1            | 0            | 0                        | 0                                | 19                             |
|       | 2023 | 19                               | 0              | 0            | 0            | 0                        | 1                                | 18                             |
|       | 2024 | 18                               | 0              | 0            | 0            | 0                        | 0                                | 18                             |
| TX    | 2022 | 65                               | 0              | 1            | 0            | 0                        | 0                                | 64                             |
|       | 2023 | 64                               | 4              | 2            | 2            | 0                        | 2                                | 62                             |
|       | 2024 | 62                               | 1              | 1            | 0            | 0                        | 1                                | 61                             |

| 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 |
|-------|------|----------------------------------|----------------|--------------|--------------|--------------------------|----------------------------------|--------------------------------|
| UT    | 2022 | 8                                | 0              | 0            | 0            | 0                        | 0                                | 8                              |
|       | 2023 | 8                                | 0              | 0            | 0            | 0                        | 0                                | 8                              |
|       | 2024 | 8                                | 0              | 0            | 0            | 0                        | 0                                | 8                              |
| VA    | 2022 | 32                               | 1              | 1            | 0            | 0                        | 0                                | 32                             |
|       | 2023 | 32                               | 0              | 1            | 0            | 0                        | 0                                | 31                             |
|       | 2024 | 31                               | 0              | 0            | 0            | 0                        | 5                                | 26                             |
| WA    | 2022 | 27                               | 0              | 3            | 0            | 0                        | 0                                | 24                             |
|       | 2023 | 24                               | 0              | 1            | 0            | 0                        | 0                                | 23                             |
|       | 2024 | 23                               | 1              | 0            | 0            | 0                        | 0                                | 24                             |
| WI    | 2022 | 25                               | 0              | 0            | 0            | 0                        | 0                                | 25                             |
|       | 2023 | 25                               | 0              | 0            | 1            | 0                        | 0                                | 24                             |
|       | 2024 | 24                               | 0              | 0            | 0            | 0                        | 0                                | 24                             |
| WV    | 2022 | 1                                | 0              | 1            | 0            | 0                        | 0                                | 0                              |
|       | 2023 | 0                                | 0              | 0            | 0            | 0                        | 0                                | 0                              |
|       | 2024 | 0                                | 0              | 0            | 0            | 0                        | 0                                | 0                              |
| TOTAL | 2022 | 989                              | 4              | 47           | 0            | 0                        | 0                                | 946                            |
|       | 2023 | 946                              | 13             | 16           | 24           | 0                        | 35                               | 884                            |
|       | 2024 | 884                              | 8              | 10           | 7            | 0                        | 73                               | 802                            |

**Table No. 4**  
**Status of Company-Owned for Years 2022 to 2024**

| 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 |
|--------|------|----------------------------------|----------------|-----------------------------------|----------------|----------------------------|--------------------------------|
| Totals | 2022 | 0                                | 0              | 0                                 | 0              | 0                          | 0                              |
|        | 2023 | 0                                | 0              | 0                                 | 0              | 0                          | 0                              |
|        | 2024 | 0                                | 0              | 0                                 | 0              | 0                          | 0                              |

**Table No. 5**  
**Projected Openings as of December 31, 2024**  
**For Fiscal Year Ending on December 31, 2025**

| 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 |
|-----------------------|--|--|---|
| <b>California</b>     | 0  | 1  | 0   |
| <b>Colorado</b>       | 0  | 1  | 0   |
| <b>Indiana</b>        | 1  | 1  | 0   |
| <b>Michigan</b>       | 0  | 1  | 0   |
| <b>New Jersey</b>     | 0  | 1  | 0   |
| <b>New York</b>       | 0  | 1  | 0   |
| <b>South Carolina</b> | 0  | 1  | 0   |
| <b>Total</b>          | <b>1</b>                                       | <b>7</b>   | <b>0</b>  |

For all charts presented in this Item 20, states not listed in a chart had no franchised, company-owned or affiliate-owned Merry Maids® businesses or activity during the relevant period.

**CURRENT AND FORMER FRANCHISEES**

The name, business address, and business telephone number of each current franchisee as of December 31, 2024, 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.

**CONFIDENTIALITY AGREEMENTS**

We 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.

**TRADEMARK-SPECIFIC FRANCHISE ORGANIZATIONS**

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with our franchise system. The following independent franchisee organization has asked to be included in this Disclosure Document:

MMFOA  
Board of Directors  
American Association of Franchisees & Dealers  
276 Hazard Avenue, Suite 11  
Enfield, Connecticut 06082  
Phone: 619-860-1682  
Email: mmfoa@aafdchapters.org

**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, 2022, December 31, 2023, and December 31, 2024 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, 2022, December 31, 2023, and December 31, 2024. 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 June 30, 2025. 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              |
| Territory Description   | A-1 – Exh. A   |
| Partnership Guaranty of Franchisee's Obligation                               | A-1 – Exh. B   |
| Corporation or Limited Liability Company Guaranty of Franchisee's Obligations | A-1 – Exh. C   |
| Electronic Funds Transfer Authorization Form                                  | A-1 – Exh. D   |
| General Release   | A-1 – Exh. E   |
| State-Specific Addenda to the Franchise Agreement                             | F              |
| Customer Lead Fee 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.

**Exhibit A to the FDD**

**FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**

Between

MERRY MAIDS SPE LLC

(as Franchisor) And

---

(as Franchisee)

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

MERRY MAIDS® FRANCHISE AGREEMENT  
Table of Contents

|   | <b>Page</b> |
|---|-------------|
| 1. GRANT .....  | 1           |
| 2. INITIAL FRANCHISE FEES AND OPENING DEADLINE.....                 | 5           |
| 3. TERM AND RENEWAL.....  | 5           |
| 4. PROPRIETARY MARKS .....  | 7           |
| 5. TRAINING AND ASSISTANCE.....                                     | 9           |
| 6. ADVERTISING AND MARKETING.....                                   | 10          |
| 7. CONFIDENTIAL MANUAL .....  | 14          |
| 8. CONFIDENTIAL INFORMATION, DATA PROTECTION, AND IMPROVEMENTS..... | 14          |
| 9. ACCOUNTING AND RECORDS.....                                      | 16          |
| 10. OPERATION OF THE FRANCHISED BUSINESS.....                       | 18          |
| 11. MODIFICATION OF THE SYSTEM .....                                | 22          |
| 12. ROYALTIES, FEES, AND PAYMENTS .....                             | 22          |
| 13. INSURANCE.....  | 26          |
| 14. TRANSFERS .....   | 28          |
| 15. COVENANTS NOT TO COMPETE.....                                   | 33          |
| 16. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.....                 | 35          |
| 17. FORCE MAJUERE.....  | 36          |
| 18. DEFAULT, TERMINATION, AND POST-TERMINATION.....                 | 37          |
| 19. NOTICES .....   | 42          |
| 20. WAIVERS AND CUMULATIVE RIGHTS AND REMEDIES.....                 | 43          |
| 21. ENTIRE AGREEMENT AND MODIFICATIONS .....                        | 43          |
| 22. SEVERABILITY AND CONSTRUCTION AND INTERPRETATION .....          | 43          |
| 23. SUCCESSORS.....   | 45          |
| 24. DISPUTE RESOLUTION.....   | 45          |
| 25. GOVERNING LAW .....   | 49          |
| 26. VALIDITY OF ELECTRONIC SIGNATURES .....                         | 50          |
| 27. REPRESENTATIONS BY FRANCHISEE.....                              | 50          |

EXHIBIT A – TERRITORY DESCRIPTION AND OWNERS

EXHIBIT B – PERSONAL GUARANTY

EXHIBIT C – ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

EXHIBIT D – GENERAL RELEASE

## 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 and 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. Certain Defined Terms.

1. “**Entity**” means a corporation, limited liability company, partnership, or other entity.

2. “**Owner**” means 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.

3. “**Guarantor**” means Owners and any other entities or individuals that sign a guaranty of Franchisee’s obligations (a “**Guaranty**”).

4. “**Affiliate**” or “**affiliate**” means, with respect to a party, any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling, such party. For purposes of this definition, “**control**” means the power to direct or cause the direction of management and policies.

5. “**Franchisee Parties**” means, collectively and individually, Franchisee, its Owners, its Guarantors, and/or its Affiliates.

B. License Granted. 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 “**Manual**”) as that term is described in Section 7 (Confidential Manual).

C. Protected Rights in the Territory. Franchisor and its Affiliates will not, so long as this Agreement is in full force and effect and Franchisee is not in default under this Agreement, (i) establish, or license any other party to establish, any other MM Business within the Territory or (ii) permit any party to perform residential maid cleaning services utilizing the System or the Marks within the Territory. Except for the foregoing sentence, Franchisor and its Affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on the Franchised Business. For example, without limitation, Franchisor and its Affiliates have the right to:

1. establish or license franchises and/or company-owned or Affiliate-owned businesses offering similar or identical products and services and using the System or elements of the System (i) under the Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory; and

2. operate and franchise the operation of cleaning businesses under the ServiceMaster® or ServiceMaster Clean® trade name/trademarks 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 1.C.2.

D. Office Location. 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 Manual. Franchisee may relocate its office to another location that is compliant with this policy, but Franchisee must notify Franchisor in writing before relocating, and Franchisor must approve such relocation. Approval by Franchisor of the relocated site indicates only that Franchisor believes the site complies with acceptable minimum criteria established by Franchisor solely for its purposes as of the time of the evaluation. Both Franchisee and Franchisor acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to approval by Franchisor of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria used by Franchisor could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond the control of Franchisor. Franchisor shall not be responsible for the failure of a site approved by Franchisor to meet Franchisee's expectations as to revenue or operational criteria. Franchisee understands and acknowledges that by entering into this Agreement it has not received, and it is not relying on, any warranties, guarantees, or representations regarding either the purchase or lease of a site, including any right, option, or possibility that the lease (if any) may or will be extended or renewed upon the expiration or termination of the lease.

E. Restrictions on Services and Customers. 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 sales outside of the Territory, unless Franchisor authorizes Franchisee to do so in writing. If a customer outside of Franchisee's Territory requests services, Franchisee shall refer this request to Franchisor or the MM Business which covers the customer's area. If there is no MM Business covering the customer's area and the customer request services from Franchisee, Franchisee may provide the services to such customer. If Franchisee serves 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 without receiving any compensation for such customer from Franchisor or the new owner.

F. Limited License. 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 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 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.

G. Minimum Sales Requirement. Beginning in the first full Period of operation of the Franchised Business, Franchisee's right to continue operating the Franchised Business 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 (the "**Minimum Average Weekly Gross Sales Requirement**"):

| <b>Years of Operation<br/>(from Opening Date)</b> | <b>Minimum Average Weekly Gross Sales<br/>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 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.

H. Operation of Franchisee’s Entity. 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 current form of which is incorporated into this Agreement. Owners and any other entities or individuals that sign such Guaranty are referred to as “**Guarantors.**” 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, partnership 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.A. (Transfer by Franchisee) of this Agreement.

## **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. Non-refundable Payments. The Initial Franchise Fee and all other payments to Franchisor pursuant to this Agreement are non-refundable under any conditions except at the sole discretion of Franchisor.

C. 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.A. (Initial Training Program) 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. Except as otherwise provided in this Agreement, the initial term of this Agreement shall commence on the Effective Date and end five years from the Effective Date.

B. Renewal. Franchisee may elect to renew Franchisee’s right to operate the Franchised Business for two additional, consecutive five-year terms, if Franchisee, in Franchisor’s sole discretion, satisfies the renewal conditions set forth in Section 3.B.1. (Renewal Conditions).

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, its Affiliates, and its Owners must be in Good Standing (as defined in Section 3.B.4. (Good Standing)) at the time Franchisee requests renewal and through the ending date of the then-current term and 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. (Related Agreement));

c. Franchisee is not in default under any loan agreement or lease related to the Franchised Business;

d. 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 during the last 15 months of the Term;

e. Franchisee has not, in Franchisor's sole discretion, (i) failed to use and cooperate in the use of operating systems and tools provided by Franchisor to improve the Franchised Business and/or the franchise system as a whole; (ii) failed to regularly attend and actively participate in conference calls, meetings, conventions, and other events sponsored or suggested by Franchisor to increase the chance of success and/or maximize the performance of the Franchised Business and/or the franchise system as a whole; (iii) failed to implement new programs and business building initiatives developed for the enhancement of the performance of the Franchised Business; (iv) regularly acted in a combative, inappropriate, or confrontational manner with Franchisor, vendors, customers, or other franchisees; or (v) had an excessive number of customer complaints and/or has not acted reasonably and in the best interests of the franchise system in resolving customer complaints;

f. Franchisee, throughout the term of this Agreement, has satisfied all material reporting requirements and all monetary obligations to Franchisor and any Affiliates of Franchisor, suppliers and creditors (excepting reasonable disputes that Franchisee is attempting in good faith to resolve) within the amount of time specified for satisfaction or cure of default with respect to such obligation.

g. Franchisee meets Franchisor's then-current requirements for franchisees qualifying to become franchisees in the network and demonstrates that (a) it and its Guarantors (as defined in Section 1.H. (Operation of Franchisee's Entity)) are not insolvent (meaning that it and they can meet all of their obligations as they come due and have not sold, pledged, transferred, or assigned any future proceeds or receivables under this Agreement to a creditor) and (b) it has the financial ability to continue to invest in and grow the Franchised Business and the brand in the Marketing Area;

h. Franchisee must prepare a business plan (containing the information and in the format specified by Franchisor) for the Franchised Business for the renewal term and obtain Franchisor's written approval of such business plan;

i. Franchisee and its trainees satisfactorily complete all additional training Franchisor requires at that time, at Franchisee's expense;

j. 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, including different or increased fees, a different Marketing Area or territorial rights, or different authorized services;

k. Franchisee and its Owners must execute a general release (in the form substantially similar to that attached hereto as Exhibit D and by this reference incorporated herein) of any claims against Franchisor and its Affiliates, and their respective owners, officers, directors, managers, agents, representatives, employees, successors, and assigns (the "**General Release**");

l. Franchisee must pay Franchisor the applicable Renewal Fee (as defined in Section 12.D.6. (Renewal Fee)); and

m. Franchisee meets any additional conditions reasonably specified by Franchisor.

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 Royalty (as defined in Section 12.A. (Royalties)) shall increase by an amount equal to 2.5% of Gross Sales and such higher Royalty shall apply during each week 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 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. Franchisee and each of its Owners, Affiliates, and Guarantors are deemed to be in “**Good Standing**” if each of them (a) are in full compliance with all Obligations, (b) are not insolvent, meaning that Franchisee can satisfy all of its debts and obligations as they come due, (c) have not had any Related Agreements terminated during the Term as a result of their default, (d) have not received during the term more than four default notices under this Agreement or more than four default notices under any Related Agreement (regardless of whether any such defaults were timely cured), (e) have not sold, transferred, assigned or pledged any future proceeds or receivables under this Agreement to a creditor, (f) have not received during the preceding 12-month period more than two default notices under this Agreement or more than two default notices under any Related Agreement (regardless of whether any such defaults were timely cured), and (g) 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**”), including agreements related to the Franchised Business, another MM Business, or any other business or franchise, (iii) the Manual, or (iv) other standards or requirements specified by Franchisor.

#### 4. PROPRIETARY MARKS

A. Right to Use the Marks. Franchisor hereby grants to Franchisee the right to use the words “Merry Maids” but only in conjunction with the Franchised Business. Franchisee’s limited license extends only to use of the Marks in accordance with (a) all applicable standards, operating procedures, policies and guidelines that Franchisor prescribes—and from time to time amends—during the duration of this Agreement, including those set forth in the most current edition of the Manual and other publications, if any, dedicated to proper use of the Marks; and (b) all Applicable Laws pertaining to advertising and marketing, including federal and state laws pertaining to telemarketing (including the TCPA), false advertising, unfair competition, and unfair practices. Franchisee acknowledges that Franchisee’s right to use the Marks is derived solely from this Agreement and is limited to the operation of the Franchised Business in compliance with this Agreement.

B. Ownership of the Marks. Franchisee acknowledges Franchisor’s right, title, and interest in and to the Marks and the validity and enforceability of the Marks, and expressly covenants that during the

Term of this Agreement, and after the expiration or termination of this Agreement, Franchisee shall not, directly or indirectly, contest or aid in contesting the validity or ownership of the Marks or take any other action in derogation of the Marks. Franchisee agrees to execute all documents requested by Franchisor or its counsel that are necessary to obtain protection for the Marks or to maintain their continued validity or enforceability.

C. Use of the Marks. Franchisee agrees to use the Marks as the sole service mark identification of the Franchised Business. It is understood and agreed that this license to use the Marks applies only to their use in connection with providing the services authorized under this Agreement and includes only such Marks as are now or may hereafter be designated by Franchisor in writing for use by Franchisee, and no other Marks of Franchisor or its Affiliates now existing or yet to be developed or acquired by Franchisor. Franchisee shall promote and offer for sale under the Marks only those services which meet Franchisor's prescribed Standards and specifications, as they may be revised and amended by Franchisor from time to time in the Manual or otherwise in writing.

D. Display of the Marks. Franchisee shall observe all requirements with respect to service mark, trademark, and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time. Franchisee agrees to provide and advertise its services only under the d/b/a name specified by Franchisor. Franchisee further agrees that all forms and stationery used in connection with the Franchised Business shall prominently include the phrase, "An independent business licensed to serve you by *Merry Maids SPE LLC*."

E. Goodwill. Franchisee understands and agrees that its non-exclusive licensed use of the Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest, except the non-exclusive right and license herein granted, in and/or to the Marks; that any and all goodwill associated with the Marks inures exclusively to Franchisor's benefit; and that, upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Marks. Any unauthorized 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. (License Granted), shall constitute an infringement of the Marks and of Franchisor's rights relating to the Marks. Accordingly, Franchisee expressly agrees not to commit or aid in committing any act of infringement or misuse of the Marks, either during or after the Term.

F. Restrictions on Use of the Marks. Franchisee shall not use any Mark (i) as part of any corporate name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee by Franchisor), (iii) in any modified form, (iv) in connection with the sale of any unauthorized product or service, (v) on forms, uniforms, materials and supplies not approved by Franchisor, or (vi) in any other manner not explicitly authorized in writing by Franchisor.

G. Protection of the Marks. Franchisee shall immediately notify Franchisor of any apparent infringement of or challenge to Franchisee's use of any Mark or claim by any person of any rights in any Mark, and Franchisee shall not communicate with any person other than Franchisor and its counsel in connection with any such infringement, challenge or claim. Franchisor and its Affiliates shall have sole discretion to take such action as it or they deem appropriate and the right to exclusively control any litigation or U.S. Patent and Trademark Office or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark, and Franchisee agrees to execute any and all instruments and documents, and to do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor and its Affiliates in any such litigation or U.S. Patent and Trademark Office or other proceeding.

H. Modifications to the Marks. If it becomes advisable or desirable at any time, in the judgment of Franchisor, for Franchisee to modify or discontinue use of any Mark, and/or use one or more additional or substitute Marks, including the primary Mark and/or color scheme under which the Franchised Business is operating, Franchisee agrees, at its expense, to do so.

I. Domain Names. Franchisor will register, in its sole discretion, any domain names, e-mail addresses, or websites that contain the Marks or any words or designations similar to the Marks. Franchisee shall not establish an e-mail address or a website using any domain name containing the Marks or any variation thereof without the prior written approval of Franchisor. 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.

## 5. TRAINING AND ASSISTANCE

A. Initial Training Program. Prior to the commencement of the Franchised Business by Franchisee, Franchisor shall furnish a training program for Franchisee for two people, who must attend the same Initial Training Program, of up to 10 days consisting of instruction in all areas of the System and the operation of an MM Business including 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, but they may not attend training until Franchisee confirms that such trainees are covered by its workers’ compensation insurance. Franchisee cannot provide services until it has completed training. The Initial Training Program shall be held in Memphis, Tennessee, or at such other location as Franchisor may designate. There shall be no charge for the Initial Training Program for two representatives for new franchisees, as such fee is part of the Franchise Fee; however, 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. In addition, Franchisor, for a fee described below, will also provide the Initial Training Program to any replacements of Franchisee’s trainees (including any subsequent Owners or managers). If Franchisee has purchased a new MM Business or an existing MM Business from another franchisee, there shall be no charge for up to two of Franchisee’s representatives to attend the same Initial Training Program session. Franchisor reserves the right to charge a training fee of \$1,000 per trainee for the Initial Training Program for (i) each person in excess of two trainees, (ii) each person who attends a separate training session, (iii) each person who is repeating the course or replacing a person who did not pass, and (iv) each subsequent trainee who attends the course.

B. Meetings. 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 such meetings, including the annual convention, shall not

exceed \$1,500 per representative. If Franchisee fails to have representatives attend the required annual convention for two consecutive conventions and there is no valid business reason, as determined by Franchisor, in its sole discretion, then Franchisee must pay Franchisor for each absent representative up to 150% of the then-current convention registration fee. Franchisee is responsible for the travel and living expenses that its representatives may incur attending any such meetings.

C. Additional Training. Franchisor shall make available such other training programs to Franchisee, or its managers or other employees, as Franchisor deems appropriate, which may be held virtually or in person. Franchisor may require Franchisee, its managers, or its representatives to attend and successfully complete such programs. Franchisor may charge Franchisee a reasonable training fee for such additional training programs, which will not exceed \$500 per trainee per program for virtual training. If Franchisor provides any additional training at the Franchised Business, Franchisee must pay Franchisor a training fee of \$750 per trainer per day, plus the travel and living expenses of Franchisor's representatives. If Franchisee's representatives attend any training sessions at Franchisor's locations, Franchisee must pay Franchisor a training fee of \$250 per trainee per day.

D. Advisory Assistance. 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.

E. Ongoing Guidance. 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.

F. Travel and Living Expenses. For all training programs, meetings, and conventions, Franchisee is responsible for all expenses incurred by it or its representatives for any training, including training fees (if applicable) and the travel and living expenses and wages of its representatives.

## **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. Approval of Advertising. 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 the Manual. Franchisee must submit to Franchisor or its designated agency, for Franchisor's prior approval, all sales promotion materials and advertising to be used by Franchisee, including flyers, direct mailings and newspaper, radio and television advertising and internet homepages and/or websites. Franchisor does not, by virtue of its approval of any proposed advertisement or promotional material, assume any responsibility for the contents of the advertisement. 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.

B. Telephone System. 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. No Franchisor Obligation. Franchisor is not obligated to furnish any advertising or signs for Franchisee.

D. Customer Solicitation. 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. Ad Fund. Franchisor has established a National Advertising Fund (the "**Ad Fund**"). Franchisee shall contribute the Ad Fund Contribution (as defined and described in Section 12.B. (Ad Fund Contribution)) to the Ad Fund on a weekly basis. Franchisor shall have the right, in its sole discretion, to discontinue the Ad Fund.

1. Advertising Committee. 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**"). 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.

2. Use of the Ad Fund. The Ad Fund may, upon approval by the Committee, be used to meet may be used to meet any and all costs of maintaining, administering, directing, and preparing advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities that Franchisor believes would benefit the Marks, the System, MM Businesses, and the products and services offered by franchisees, including (a) the cost of preparing and conducting digital and social marketing activities, television, radio, magazine, direct mail, and newspaper advertising campaigns and other sales, marketing, sponsorships, promotional and public relations activities; (b) producing and maintaining marketing systems and tools; (c) employing advertising agencies and public relations firms; (d) paying employee salaries, salesperson commissions, benefits, and other related costs and expenses for Franchisor and its Affiliates' employees that devote time to and render services related to the Ad Fund; (e) soliciting the granting of franchises to expand the System for MM Licenses; (f) the costs relating to any toll-free number maintained by Franchisor and used in advertising and marketing campaigns; (g) producing advertising and sales support materials for use by franchisees; (h) conducting programs that are meant to promote positive customer experiences, including programs to incentivize franchisees and/or their frontline personnel to achieve high customer satisfaction/referral rates; (i) providing certain phone services, such as purchasing call tracking lines and producing on-hold marketing messages; (j) providing promotional brochures and other marketing materials to franchisees; (k) developing and placing online display and retargeting advertising; (l) developing dashboards for interactive marketing, planning, customer service analysis and sales/marketing decision-making; (m) paying the expenses of the Ad Fund; (n) monitoring and/or managing social media relating to the brand; (o) conducting market research and surveys related to marketing and branding; (p) purchasing naming rights and sponsorships; (q) participating in trade shows and similar industry events; (r) paying reasonable travel, meeting, and other costs incurred by the Committee in connection with carrying out their duties related to the Ad Fund; (s) establishing and administering gift-card programs and customer loyalty programs; (t) developing websites for us and our franchisees; and (u) such other costs and expenses as Franchisor, in its sole discretion, 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, 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. Franchisee acknowledges and agrees 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.

3. Operation of the Ad Fund. 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 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. If all the advertising contributions in the Ad Fund are not spent in the year they are accrued, the remaining accounts will be carried over to the next year.

4. Review of the Ad Fund. 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. Local Marketing Obligation.

1. Marketing Plan. By the deadlines specified by Franchisor, Franchisor may require Franchisee to provide Franchisor with an annual marketing plan and budget (the "**Marketing Plan**") and obtain Franchisor's written approval of such Marketing Plan, which must be revised to incorporate any changes required by Franchisor. If the Franchised Business is a new MM Business, at least 60 days before the opening date for the Franchised Business, Franchisor may require Franchisee to obtain Franchisor's written approval of a Marketing Plan for the period beginning 60 days before the opening date of the Franchised Business and ending 60 days after the opening date of the Franchised Business (the "**Initial Marketing Period**"). Franchisee must diligently implement all approved Marketing Plans.

2. Local Marketing Obligation. Franchisee agrees to spend at a minimum an amount equal to 0.7% of the weekly Gross Sales of the Franchised Business on Eligible Marketing (the "**Local Marketing Obligation**"). From time to time, Franchisor may specify, in its sole discretion, in the Manual and otherwise in writing, the types, methods, and specifications of digital and other local advertising in the Territory that will qualify as "**Eligible Marketing.**" Franchisee is required to use Franchisor-approved vendors of local marketing. If Franchisee's annual spend on Eligible 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 Marketing Obligation.

3. Initial Marketing Obligation. If this is the purchase of a new MM Business, in addition to the Local Marketing Obligation, Franchisee must spend at least \$6,000 on Eligible Marketing in the Initial Marketing Period (the "**Initial Marketing Obligation**").

4. Compliance with Marketing Obligations. Upon Franchisor's request or by the deadlines specified by Franchisor, Franchisee must provide, in a form and manner specified by Franchisor, an accounting of its weekly, monthly, and/or annual local advertising expenditures and any evidence necessary to demonstrate compliance with the Local Marketing Obligation, Initial Marketing Obligation, and the Marketing Plan. If Franchisee fails to provide an accurate accounting or fails to spend the minimum amount on its Initial Marketing Obligation or Local Marketing Obligation in any period, 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 Initial Marketing Obligation or Local Marketing Obligation and what was actually spent by Franchisee in such period, plus late fees and interest due. The payment of this difference will be added to the Ad Fund, but Franchisor shall not be obligated to spend these funds for marketing in the Territory.

G. Other Marketing and Promotional Programs. Franchisor or its designee may from time to time formulate, develop, produce, and conduct marketing and promotional programs in the form and types of media as Franchisor or its designee determines to be most effective. Franchisee agrees to participate in, at its sole cost and expense, all marketing and promotions as Franchisor or its designee determine, in its or their sole discretion, to be appropriate for the benefit of the System, including offering and honoring any coupons, loyalty cards, gift cards, discounts, and other promotions (including contests or sweepstakes) specified by Franchisor or its designee.

H. Digital Marketing. Franchisor or its Affiliates may, in their sole discretion, establish, operate, and/or participate in websites, social media accounts (such as Facebook, X, Instagram, Pinterest, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons, mobile applications, podcasts, blogs, vlogs, video and photo-sharing sites (such as TikTok, YouTube, etc.), chat rooms, virtual worlds, review sites, or other means of digital advertising on the Internet or any electronic communications network that may be used to promote the Marks, the Franchised Businesses, and/or the entire network of System Businesses (collectively, “**Digital Marketing**”). Franchisor will have the sole right to control all aspects of any Digital Marketing, including those related to the Franchised Business and those used to satisfy the Local Marketing Obligation. Unless Franchisor consents otherwise in writing, Franchisee, its employees, and its agents may not, directly or indirectly, (a) conduct or be involved in any Digital Marketing that use the Marks or that relate to the Franchised Business or the network, (b) may not use the Marks, or any words or designations similar to the Marks, in any domain name, search engine keyword, social media account, or metatag, and (c) may not use a form of Digital Marketing to conduct commerce or directly or indirectly offer or sell any products or services in connection with the Franchised Business. If Franchisor permits Franchisee, its employees, or its agents to conduct any Digital Marketing, Franchisee, its employees, and its agents must comply with any policies, standards, guidelines, or content requirements that Franchisor establishes periodically and must immediately modify or delete any Digital Marketing that determine, in Franchisor’s sole discretion, is not compliant with such policies, standards, guidelines, or requirements. If Franchisee, its employees, or its agents to conduct any Digital Marketing, Franchisor will have the right to retain full control over all websites, social media accounts, mobile applications, or other means of digital advertising that are used. Franchisor may withdraw its approval for any Digital Marketing or suspend or terminate Franchisee’s use of any Digital Marketing platforms at any time.

I. Compliance With Applicable Laws and Franchisor Advertising Policies Franchisee acknowledges that Franchisor has developed and will continue to develop advertising and marketing policies regarding the methods and manner of advertising in various media. Franchisee must comply fully with all advertising and marketing policies specified by Franchisor, which Franchisor may change from time to time in its sole discretion. Franchisor’s advertising and marketing policies may include, but are not limited to, requirements for Franchisee to use specified advertising and marketing methods and/or requirements to participate in marketing programs specified by Franchisor. Franchisee understands that existing and/or future policies may otherwise limit Franchisee’s ability to advertise in a particular manner. 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. Franchisee must not make any misrepresentations or material omissions in any of its advertisements.

J. Advertising the Availability of Franchises. If specified by Franchisor, Franchisee’s

advertising must contain notices of: (a) Franchisor's website domain name, social media, or other internet tools specified by Franchisor; (b) Franchisor's toll-free telephone number; and/or (c) a statement regarding the availability of franchises. Also, if specified by Franchisor, Franchisee must display signs or literature regarding the availability of franchises in open markets or markets for sale by other MM Businesses.

## **7. CONFIDENTIAL MANUAL**

A. Compliance with Manual. For purposes of this Agreement, the Manual shall include 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 Manual. The Manual shall include but not be limited to Franchisor's 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. Protection of Manual. 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 Manual. The Franchisee shall divulge in strict accordance with those portions of the Franchisor's 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. Modification to Manual. Franchisor shall have the right, but not the obligation, from time to time, to add to or modify the Manual, and Franchisee agrees to be bound by and to conduct the Franchised Business in accordance with such revisions to the Manual.

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

A. Confidential Information. "**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 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.B. (Customer Information)); (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.

1. Protection of Confidential Information. Franchisee will not, nor will it permit any person or entity to, (a) use any Confidential Information in any other business or for any purpose other than developing and operating the Franchised Business and/or (b) communicate or disclose any Confidential Information to any person or entity, except to Franchisee's employees and professional advisors to the

extent necessary for them to perform their functions related to the operation of the Franchised Business. Franchisee acknowledges that its use of Confidential Information in any other business or for any other purpose would constitute an unfair method of competition with Franchisor and its franchisees. Franchisee must exercise the highest degree of diligence in protecting the secrecy of Confidential Information and must take reasonable precautions to protect the Confidential Information from unauthorized use or disclosure, including implementing any systems, procedures, or training programs that Franchisor requires. Unless Franchisor specifies otherwise in writing, Franchisee must require anyone who may have access to the Confidential Information to execute non-disclosure agreements in a form satisfactory to Franchisor that identifies Franchisor and its Affiliates as third-party beneficiaries of such covenants with the independent right to enforce the agreement. Each Owner shall bind themselves to the confidentiality provisions in this Section 8.A. (Confidential Information) by signing the Franchisor's then-current form of Guaranty (if such Owner directly or indirectly holds a 15% or greater ownership interest in Franchisee's entity). Franchisee will be liable to Franchisor or its Affiliates for any unauthorized use or disclosure of Confidential Information by any employee, Owner, or other person to whom it discloses Confidential Information.

2. Ownership of Confidential Information. Franchisor and its Affiliates own all right, title, and interest in and to the Confidential Information. Franchisee acknowledges and agrees that 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 and according to this Agreement's other terms and conditions. Franchisee must promptly inform Franchisor if it learns of any unauthorized use or disclosure of Confidential Information. Franchisor will not be obligated to take any action to protect Confidential Information but will respond in a manner that it deems appropriate.

3. Injunctive Relief. Franchisee acknowledges that any breach or threatened breach of this Section 8 (Confidential Information, Data Protection, and Improvements) will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee consents to the issuance of an injunction prohibiting any conduct violating the terms of Section 8. Such injunctive relief will be in addition to any other remedies that Franchisor may have.

B. Customer Information. 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.

C. Privacy Requirements. 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 Manual or otherwise in writing, regarding the collection, storage, use, processing and transfer of personal or financial data, including any privacy, artificial intelligence, 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.

D. Data Breaches. 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.

E. Ownership of Intellectual Property. Franchisee acknowledges and agrees that all writings and other original works of authorship, regardless of form, including 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.

F. Improvements. 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. Books and Records. 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. Accounting Software. Franchisee must use the then-current accounting application software prescribed by Franchisor from time to time as described in the 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 Manual. 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. Reporting from Application. Franchisee must electronically transmit to Franchisor all data stored on Franchisee's accounting application on a daily basis.

D. Financial Statements and Tax Returns. 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. Each balance sheet and financial statement submitted to Franchisor shall be signed by an officer of Franchisee attesting that it is true and correct. If requested by Franchisor, Franchisee shall submit to Franchisor a copy of all federal, state, and other tax returns relating to the Franchised Business, including all federal and state individual income tax returns for each Owner, together with such other information in such form as Franchisor may require. Upon request from Franchisor, Franchisee, at its expense, shall submit to Franchisor, within 90 days after receipt of Franchisor's request, complete financial statements for the preceding calendar year, including both a profit and loss statement and a balance sheet certified by an independent public accountant. Unless otherwise agreed to by Franchisor, or as otherwise set forth in the Manual, the financial statements shall be prepared in accordance with generally accepted accounting principles.

E. Additional Information. 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 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 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.E. is deemed to be the property of the Franchisor.

F. Audit Rights. Franchisor or its authorized agent or representative shall have the right at any time during business hours, and without prior notice to Franchisee, to audit or cause to be audited the sales reports, purchasing reports, advertising expenditures, accounting and bank records, tax returns and schedules, computer records, and other forms, and the information and supporting records which Franchisee is required to submit to Franchisor under this Agreement, including all inventory records and the books and records of the Franchised Business and of any entity which owns or operates the Franchised Business. With respect to any immediate family members and other persons or entities who provide any financial assistance to the Owners or to the Franchised Business, Franchisee also agrees to make available and to assist in obtaining for the audit such financial and other records of those individuals or entities that Franchisor deems necessary to establish the extent of that financial assistance. Franchisee shall fully cooperate with representatives of Franchisor and/or independent accountants or auditors hired by Franchisor conducting any such audit. The parties agree to deliver the relevant documents and conduct the audit in a diligent and expeditious manner. In the event any such audit shall disclose an understatement of the Gross Sales of the Franchised Business, Franchisee shall pay to Franchisor, within 30 days after receipt of the audit report, the Operating Fees and other monies due on the amount of such understatement, plus interest (as specified in Section 12.F. (Late Fees and Interest)). Further, if the audit reveals an understatement of Gross Sales for any period or periods greater than 5%, Franchisee shall pay Franchisor \$5,000, plus the cost of such audit,

including the charges of any independent accountant and/or third-party vendor and the travel expenses, room and board and compensation of employees of Franchisor and its authorized agents or representatives. The foregoing remedies shall be in addition to and will not be a waiver of or prejudice any other remedies and rights of Franchisor hereunder or under Applicable Laws, including Franchisor's right to terminate this Agreement. If Franchisor makes the findings of its audit available to Franchisee, its findings should not be taken or construed as any approval or indication of Franchisee's compliance with any financial reporting requirements, Applicable Laws, or any local, state, or federal tax filings.

## **10. OPERATION OF THE FRANCHISED BUSINESS**

In order to maintain the high quality and consistent standards associated with the Marks and the System, Franchisee must comply with the terms of this Section 10 (Operation of the Franchised Business).

A. Compliance with the System. 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 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, as specified in this Agreement and in the Manual, as said Manual may, from time to time be modified by Franchisor. Franchisee must use and display the Marks only in such a manner as is contemplated within this Agreement or provided for within this Agreement, the Manual, including such updates and improvements as the Franchisor may impose from time to time.

B. Compliance with Applicable Laws. Franchisee must 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 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.

### C. Operations and Management.

1. Full Time and Best Efforts. Franchisee must devote, or designate a manager in accordance with Section 10.C.2. (Management of Franchised Business) that must devote, full time and best efforts to establish, develop, and operate the Franchised Business.

2. Management of Franchised Business. The Franchised Business must at all times be under the direct, on-premises supervision of a manager (who may be Franchisee) who (a) is known to Franchisor, (b) has completed the Initial Training Program, and (c) 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 Competing Business. Franchisor reserves the right to approve the qualifications of the individual so

designated by Franchisee and such approval shall not be unreasonably withheld. Franchisee must monitor and shall be responsible for any managers employed by Franchisee.

3. Franchisee's Employees. Franchisee agrees that all services licensed under this Agreement shall be performed solely by Franchisee and/or Franchisee's employees, including temporary employees. Franchisee and all employees of Franchisee, while engaged in performance of all the services provided pursuant to the Franchised Business, shall wear uniforms conforming in color and design to the specifications designated by Franchisor in the 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.

4. Staffing and Employment Decisions. Franchisor may provide advice, materials, policies, and training modules that address suggested or recommended staffing for the efficient operation of a Franchised Business, and for delivering services in accordance with Franchisor's Standards, including customer service standards and brand standards. Even though Franchisor may offer suggestions, advice, guidelines, or programs, Franchisee will have sole responsibility for all employment decisions and functions related to its Franchised Business, including hiring, firing, promoting, demoting, compensation, benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees. Franchisee must ensure that its employees are qualified to perform their duties in accordance with Franchisor's Standards. Franchisor does not require Franchisee to implement any employment-related policies or procedures or security-related policies or procedures that Franchisor may make available to Franchisee in the Manual or otherwise.

5. Restriction on Use of Affiliates. Franchisee must not use Affiliates in connection with the operation of the Franchised Business (including the use of Affiliates to sell, lease, loan, or otherwise provide personal property or services, such as vehicles, to the Franchised Business) without Franchisor's prior written consent, which Franchisor may withhold in its sole discretion. As a condition to obtaining Franchisor's consent, Franchisor may require Franchisee's Affiliates to guarantee Franchisee's obligations to Franchisor, provide a business plan, and provide periodic reporting of financial and other information.

6. Place of Business and Hours of Operation. Franchisee shall operate the Franchised Business in the Territory continuously during the term hereof in accordance with the days and hours of operation specified in the Manual. The Franchisee shall maintain a clean and safe place of business in compliance with all Applicable Laws, and with the Occupational Safety and Health Act standards.

7. Business Dealings. In all business dealings with the public and with Franchisor, Franchisee will be governed by the highest standards of honesty, integrity, fair dealing, and ethical conduct and act at all times to support and grow the System. Franchisee must not engage in any activity or practice that results in or may reasonably be anticipated to result in damage to Franchisor's business reputation, or result in or reasonably be anticipated to result in any public criticism of the System or Marks.

D. Products and Suppliers. Franchisor has the right to require that products, supplies, furniture, fixtures, equipment, software, and services (collectively, "**Goods**") that Franchisee purchases for resale or purchases or leases for use in the Franchised Business: (i) meet specifications that Franchisor establishes from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers approved by Franchisor; (iv) be purchased or leased only from a single source that Franchisor designates (which may include Franchisor or its Affiliates or a buying cooperative organized by Franchisor or its Affiliates); and/or (v) be purchased as part of a purchasing program, arrangement, or contract that Franchisor negotiates or specifies. To the extent that Franchisor establishes specifications, requires approval

of suppliers, or designates approved suppliers for particular Goods, Franchisor will publish its requirements in the Manual or otherwise in writing.

1. Approval Process. If Franchisor establishes sourcing requirements or required specifications for a certain Good or category of Goods and Franchisee would like to deviate from such requirements by using a different supplier or a Good that does not meet such specifications, prior to using such non-conforming Goods or suppliers, Franchisee must submit to Franchisor a written request for approval and a representative sample sufficient for end-use evaluation, together with the manufacturer's product identification and specifications and other information as Franchisor reasonably requires to determine whether such Good and/or supplier or distributor meets its specifications and standards. Franchisor may condition its approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), any adverse economic impact on Franchisor, its Affiliates, or the franchise network, and/or other criteria. Franchisor shall notify Franchisee within a reasonable time (which typically ranges between 20 and 150 days, depending on the type of Good) whether it approves such products, supplier and/or distributor. If Franchisee does not receive Franchisor's approval within 150 days after submitting all of the information that Franchisor requests, Franchisor's failure to respond will be deemed a disapproval of the request. Franchisor may charge a fee of up to \$500 per product to conduct such an inspection, plus any actual expenses Franchisor or its Affiliates incur related to such review. If Franchisor's or its Affiliates' representatives must travel to conduct such a review, there is an additional fee of \$500, plus such representatives' travel and living expenses. Franchisor reserves the right to periodically re-inspect the products and services of any approved or designated supplier or distributor and to revoke its approval of any supplier, distributor, product or service that does not continue to meet Franchisor's then-current criteria.

2. Revenue from Purchases. Franchisee acknowledges and agrees that Franchisor and its Affiliates (a) may derive revenue based on Franchisee's purchases and leases, including from charging Franchisee for products and services that Franchisor or its Affiliates provide and from promotional allowances, volume discounts, commissions, rebates, and other payments made to Franchisor or its Affiliates by manufacturers, suppliers, and/or distributors that Franchisor designates or approves and (b) are entitled to retain and use all such amounts without restriction for any purposes Franchisor or any of its Affiliates deem appropriate.

#### E. Products and Services Offered.

1. Required and Permitted Services. Franchisee must 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.

2. Agreements and Warranties. Franchisee must offer services 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.

3. Pricing. Subject to Applicable Laws, Franchisor may require Franchisee to charge certain prices for goods or services, certain minimum prices for goods or services, or certain maximum prices for goods or services, as set forth in the Manual or otherwise in writing from time to time. If Franchisor sets a suggested retail price for a good or service, Franchisor may prohibit Franchisee from advertising any other prices for such goods or services. Where no price or maximum or minimum price has been specified or established by Franchisor, Franchisee may sell such goods or services at any reasonable price it chooses. Advertised prices and specified maximum and minimum prices for goods or

services may vary from region to region to the extent deemed necessary by Franchisor in order to reflect differences in costs and other factors applicable to such regions.

F. Customer Service.

1. Customer Inquiries and Complaints. Franchisee must promptly respond to any and all customer or third-party inquiries or complaints and achieve customer or third-party satisfaction of reasonable complaints by refunding monies, fixing or replacing damaged property, redoing services, providing service credits, or taking other actions that may be reasonably necessary or appropriate to resolve a complaint to the customer's satisfaction.

2. Franchisor Intervention. Franchisor may, but is not required to, immediately and directly respond to and settle customer or third-party complaints where, in its sole discretion, Franchisor determines intervention by the Franchisor is appropriate to protect the brand or where Franchisee has failed to promptly or adequately resolve such complaints. Franchisee hereby authorizes Franchisor to manage and settle all such customer or third-party complaints on the Franchisee's behalf and agrees to pay Franchisor the Complaint Management Fee (as defined in Section 12.D.1. (Customer Management Fee)) for such assistance. Franchisee's repeated failure to promptly resolve material, substantiated customer or third-party complaints shall constitute a breach of this Agreement.

3. Social Monitoring Program. To protect the brand, Franchisor may participate in a social monitoring program and may require Franchisee to participate, at Franchisee's expense, 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.

4. Customer Relations Programs. Franchisor may participate in or establish a customer relations program and may require Franchisee to participate, at Franchisee's expense, 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.

G. Inspection. Franchisee must allow Franchisor physical access for the purpose of observing Franchisee's business operations.

H. National Accounts Program. 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. In addition to any other applicable fees, Franchisee must pay Franchisor a \$20 processing fee for each job that Franchisee completes under the National Accounts Program. 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 Franchisee may not

receive and Franchisee is not entitled to receive leads and/or jobs from National Accounts Programs offered by Franchisor from time to time, and that if Franchisee does 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.

#### I. Computer Hardware and Software.

1. Required Hardware and Software. Franchisee must, at its expense, acquire and use the computer systems, hardware, tablets, mobile devices, printers, software, apps, websites, network connections, and firewall services (collectively, "**System Components**") Franchisor specifies for the operation of the Franchised Business. In addition, Franchisor may develop or designate new or modified System Components in the future. Franchisor may require Franchisee to obtain, update, and use specified System Components including a license to use software developed by Franchisor or vendors. Franchisee may be required incur costs to purchase, lease, and/or license new or modified System Components and to obtain service and support for the System Components during the term of this Agreement. All System Components must be updated, maintained, and used in compliance with Franchisor's specifications. Franchisor may require Franchisee to electronically upload or transmit information on a periodic basis (including daily).

2. Software Platform. Franchisor hereby leases to Franchisee for the term of this Agreement the MM360 software, the basic operating system for MM Businesses (the "**Software**"). Franchisor may, from time to time and in its sole discretion, add or remove applications or programs from the Software or provide upgrades or other modifications to the Software as Franchisor may deem necessary or appropriate, 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 the Technology Fee (as defined in Section 12.C. (Technology Fee)) for the right to use the Software.

### 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 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. Franchisee is eligible for the following Royalty incentive (the "**Royalty Incentive**") if it achieves certain Gross Sales levels:

- 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 Royalty Incentive applies, 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. If Franchisee acquires an existing Franchised Business, the Gross Sales achieved by the transferee in the portion of the year preceding the acquisition shall count towards determining the applicable Royalty Incentive.

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 paid to Franchisor weekly via electronic funds transfer in the same manner as Royalties.

C. Technology Fee. Franchisee must pay Franchisor a \$499 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 included products and services in the Manual and may add, delete, or modify the included products and services from time to time.

D. Other Fees.

1. **Complaint Management Fee.** If Franchisor, in its sole discretion, attempts to resolve any customer or third-party complaints or disputes relating to the Franchised Business in accordance with Section 10.F.2 (Franchisor Intervention) of this Agreement, Franchisee must pay Franchisor \$500 (which may be increased by Franchisor to up to \$750), plus any costs and expenses that Franchisor and/or its Affiliates incur resolving or attempting to resolve such complaint (the “**Complaint Management Fee**”).

2. **Insurance Procurement Fee.** If Franchisee fails to obtain required insurance and Franchisor, in its sole discretion, procures insurance coverage on Franchisee’s behalf, Franchisee must pay Franchisor up to 150% of any costs and expenses that Franchisor or its Affiliates incur procuring such insurance (the “**Insurance Procurement Fee**”).

3. **Transfer Fee.** If a Control Transfer (as defined in Section 14.A.2. (Defined Terms)) occurs, Franchisee must pay Franchisor a transfer fee (the “**Transfer Fee**”). The Transfer Fee shall be equal to (a) any costs and expenses that Franchisor or its Affiliates incur related to the Transfer (including attorneys’ fees) plus (b) (i) 7.5% of the then-current Initial Franchise Fee, if the Transfer is to an Owner’s child who is at least 18 years of age; (ii) \$500, if the Transfer is to a spouse of an existing owner; (iii) \$500, if the Transfer is to an Entity formed by Franchisee and its Owners; (iv) 15% of the then-current Initial Franchise Fee, if the Transfer is due to the death of the controlling Owner (and the transfer is not to their spouse or adult child); or (v) 25% of the then-current Initial Franchise Fee for all other Control Transfers.

4. **Change Fee.** When (a) notifying Franchisor of a Non-Control Transfer (as defined in Section 14.A.2 (Defined Terms)), including adding, deleting, or changing an Owner’s name; (b) changing Franchisee’s entity name; (c) changing Franchisee’s DBA (doing business as) name; (d) changing Franchisee’s form of entity; or (e) making any mutually agreed modifications to this Agreement, Franchisee must pay to Franchisor the then-current change fee (currently, \$500 per change), as specified in the Manual from time to time (the “**Change Fee**”). The Change Fee may be increased from time to time, provided that it will not exceed \$750. For Non-Control Transfers, the Change Fee will be charged per person, per transfer, and per franchise agreement. There is no charge to change Franchisee’s DBA name or form of entity during the first year of operation of the Franchised Business. If any changes are being made in conjunction with a Control Transfer, the Transfer Fee shall apply, instead of the Change Fee.

5. **Lead Fee.** If Franchisor refers a qualified lead to Franchisee or an existing Owner and such qualified lead purchases Franchisee’s or such Owner’s interests in this Agreement, Franchisee, or the Franchised Business within 18 months of Franchisor’s referral of such lead, Franchisee shall pay Franchisor a lead fee equal to \$10,000, which shall be in addition to any applicable Transfer Fee. A “**qualified lead**” is defined as someone who has passed Franchisor’s screening process, national background check, a credit check, and a phone interview. Franchisor is not responsible for locating leads and does not represent that it will do so.

6. **Renewal Fee.** If Franchisee enters into a term subsequent to the initial term of this Agreement, Franchisee must pay Franchisor a renewal fee (the “**Renewal Fee**”), which will be determined based on the number of years that Franchisee has operated the Franchised Business from the effective date of Franchisee’s first Franchise Agreement for the Franchised Business to the original expiration date of the expiring term (not including any temporary extensions or delays in completing the renewal process). The Renewal Fee will be (i) for five or fewer years of operation: 10% of the then-current Initial Franchise Fee; (ii) for 5.01 to 10 years of operation: 8% of the then-current Initial Franchise Fee; (iii) for 10.01 to 15 years of operation: 5% of the then-current Initial Franchise Fee; and (iv) for more than 15 years of operation: no renewal fee. For example, if Franchisee is developing a new Franchised Business, Franchisee will receive a five-year initial term and an option, if it qualifies, to enter into a five-year second term and a five-year third term (both referred to as renewal terms). Thus, the renewal fee to enter into the

second term (the first renewal term) will be 10% of the then-current Initial Franchise Fee and the renewal fee to enter into the third term (the second renewal term) will be 8% of the then-current Initial Franchise Fee. Franchisor is not obligated to offer Franchisee a fourth or subsequent term, but, if Franchisor elects to do so, the renewal fee will apply for such subsequent terms, rather than the Initial Franchise Fee.

7. Tax Reimbursements. Franchisee must pay Franchisor, or its Affiliate or designee, promptly when due, all sales taxes, use taxes, personal property taxes, and other taxes imposed upon Franchisor or its Affiliates or collected from Franchisor or its Affiliates on account of goods and services Franchisor or its Affiliates furnish to Franchisee through sale, lease, or otherwise, or on account of Franchisor's collection of the initial license fee or other fees, Royalties, or other payments required under this Agreement or any Related Agreement.

E. Reporting and Payments.

1. Due Dates. The Royalty, Ad Fund Contribution, 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 Manual or otherwise. Currently, Franchisee must pay the Royalty and Ad Fund Contribution within 14 days of the end of the weekly reporting period, based on Gross Sales for such weekly reporting period, and must pay the Technology Fee on the first day of each month. The **“weekly report period”** shall be defined as each Sunday-Saturday period of seven days which occurs during the course of this Agreement. 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 weekly reporting period.

2. Payment Method. Franchisee must make all payments to Franchisor by the method or methods that Franchisor specifies from time to time in the 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 and must take all steps necessary to ensure that such authorizations remain valid. 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 electronic funds transfer authorization form that is attached as Exhibit C (and any subsequent form required by Franchisor from time to time) 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 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 average Operating Fees transferred from the Account in the previous 36 weekly reporting periods in which a report of the Gross Sales of the Franchised Business was provided to Franchisor (or, if there have not been 36 such weekly reporting periods, the number of reporting periods for which such report was received). If at any time Franchisor determines that Franchisee has underreported 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.

F. Late Fees and Interest. If any payment is overdue, Franchisee must pay to Franchisor, on demand, interest, compounded daily, on all overdue payments from the date the payment was due until paid equal to the lesser of (i) 2% per month or (ii) the maximum rate of interest permitted by law. If any payment or sales report is overdue, Franchisee must also pay to Franchisor a late fee in the amount of (a) for the first four weeks after the due date, \$200 for each week that such report or payment is late and (b) thereafter, \$500 for each week that such report or payment is late. Franchisee acknowledges that this Section is not Franchisor's agreement to accept any payments after they are due and that any late payments are a default under this Agreement. The right to collect interest and late fees shall be in addition to any other remedies Franchisor may have. In addition, Franchisee agrees to pay any expense incurred by Franchisor, including costs, bank fees, and attorneys' fees, related to the collection of any fees or payments due under this Agreement.

G. 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 Operating Fees, purchases, interest, or for any other reason, regardless of how Franchisee may designate a particular payment to be applied. Franchisor may accept and cash any payment received from Franchisee without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. In addition, Franchisor may offset any amount otherwise due to Franchisee, against any amount owed to Franchisor. 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 Operating Fees 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.

H. No Right to 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.

### 13. INSURANCE

A. Required Insurance. 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. Minimum Coverage. 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 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 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 the Franchised 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. Franchisee acknowledges and agrees (a) the required insurance coverage and limits will not necessarily be adequate to protect Franchisee for all events, nor will it be deemed as a limitation on Franchisee's liability to Franchisor; (b) Franchisee may meet the required insurance coverages and limits with any combination of primary and umbrella/excess liability insurance; (c) Franchisee is solely responsible for any deductible or self-insured retention; and (d) if Franchisor receives any proceeds from any claim under Franchisee's policies, Franchisor may retain any such amount to offset any monies Franchisee owes to Franchisor or its Affiliates.

C. Additional Insurance Coverage. 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. Non-traditional Coverage. Franchisor must not satisfy its insurance obligations through the use of self-insurance, retroactive insurance, high-deductible insurance, insurance through a captive insurance program, or other non-traditional insurance without Franchisor's prior written approval. If

Franchisor, in its sole discretion, approves any non-traditional coverage, Franchisor may specify the broker or any providers that must be used and any other requirements and standards for such coverage.

E. Evidence of Coverage. 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.

F. Failure to Maintain Insurance. 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 Franchisee must pay the Insurance Procurement Fee to Franchisor on demand.

## 14. TRANSFERS

### A. Transfer by Franchisee.

1. Franchisee's Owners. Franchisee represents and warrants that Exhibit A of this Agreement completely and accurately identifies all Owners and describes their ownership interests (whether direct or indirect) in Franchisee as of the Effective Date.

### 2. Defined Terms.

a. **“Transfer”** (whether or not such term is capitalized) means and includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, pledge, mortgage, encumbrance, or other disposition of any interest in (i) this Agreement; (ii) Franchisee; (iii) the Franchised Business or substantially all of its assets; (iv) any of Franchisee's Owners (if such Owner is an Entity); or (v) any right to receive all or a portion of the Franchised Business', Franchisee's, or any Owner's profits or losses or any capital appreciation relating to the Franchised Business, Franchisee or any Owner. An assignment, sale, gift, or other disposition includes the following events: (u) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest; (v) merger or consolidation or issuance of additional securities or other forms of ownership interest; (w) any pledge, sale, or other transfer of a security or other interest convertible to an ownership interest; (x) transfer in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law; (y) transfer by will, declaration of or transfer in trust, or under the laws of intestate succession; and (z) foreclosure upon or exercising any similar rights or remedies with respect to any security interest in this Agreement (to someone other than Franchisor), the Franchised Business or an ownership interest in Franchisee or one of its Owners, foreclosure upon the Franchised Business, or Franchisee's transfer, surrender, or loss of the Franchised Business, possession, control, or management.

b. **“Control Transfer”** means any Transfer of (i) this Agreement (or any interest in this Agreement), (ii) the Franchised Business or all or substantially all of its assets, (iii) a Controlling Ownership Interest in Franchisee, whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place), or (iv) a Controlling Ownership Interest in any Controlling Owner (if such Owner is an Entity), whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place).

c. **“Controlling Owner”** means an individual or Entity holding a direct or indirect Controlling Ownership Interest in Franchisee.

d. **“Controlling Ownership Interest”** in an Entity means, whether directly or indirectly, either (i) the record or beneficial ownership of, or right to control, 50% or more of the investment capital, equity, rights to receive profits or losses, or other rights to participate in the results of the Entity, or (ii) the effective control of the power to direct or cause the direction of that Entity’s management and policies, including a general partnership interest (with respect to an Entity that is a partnership) and a manager or managing member interest (with respect to an Entity that is a limited liability company), or the power to appoint or remove any such party. In the case of (i) or (ii), the determination of whether a “Controlling Ownership Interest” exists is made both immediately before and immediately after a proposed transfer.

e. **“Non-Control Transfer”** means any Transfer (as defined in this Agreement) of (a) a non-Controlling Ownership Interest in Franchisee, (b) a non-Controlling Ownership Interest in any Controlling Owner (if such Owner is an Entity), or (c) a Controlling Ownership Interest or non-Controlling Ownership Interest in any Non-Controlling Owner (if such Owner is an Entity).

f. **“Non-Controlling Owner”** means any Owner which is not a Controlling Owner.

3. Consent Required. Franchisee acknowledges that the rights and duties this Agreement creates are personal to Franchisee and its Controlling Owners and that Franchisor has granted Franchisee the rights under this Agreement in reliance upon Franchisor’s perceptions of Franchisee’s and its Controlling Owners’ collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, unless otherwise specified in Section 14.A. (Transfer by Franchisee), prior to a Transfer, Franchisee must obtain Franchisor’s prior written approval for the proposed Transfer and Franchisee, transferee, and any related parties must comply with the terms and conditions applicable to such Transfer in Section 14.A. A Transfer of the Franchised Business’ ownership, possession, or control, or substantially all of its assets, may be made only with a Transfer of this Agreement. Any Transfer without complying with the terms and conditions applicable to such Transfer in Section 14.A. is a material breach of this Agreement, and such transaction will be deemed void *ab initio*. Franchisee may not offer the Franchised Business, the assets of the Franchised Business, or any interest in Franchisee through an auction, unless Franchisor consents in writing in advance. Franchisor reserves the right to conduct an audit of the Franchised Business as a pre-condition to consent to Transfer.

4. Non-Control Transfers. Subject to the other provisions of Section 14.A. (Transfer by Franchisee), Franchisee must obtain Franchisor’s written consent to a proposed Non-Control Transfer prior to completing such Transfer. Franchisor will not unreasonably withhold its consent to a Non-Control Transfer, provided (i) neither the proposed transferee nor any of its direct and indirect owners (if the transferee is an Entity) own, operate, or are directly or indirectly involved in any Competing Business (as defined in Section 15.A.1.); (ii) such Transfer does not, whether in one transaction or a series of related transactions (regardless of the time period over which these transactions take place), result in the transfer or creation of a direct or indirect Controlling Ownership Interest in Franchisee; (iii) prior to the closing of such Non-Control Transfer, Franchisor receives written notice of such Non-Control Transfer from Franchisee, which notice shall fully and completely describe such Non-Control Transfer and the parties involved in such Non-Control Transfer, including such other information as Franchisor reasonably requests from time to time concerning any new Non-Controlling Owners; (iv) such Non-Controlling Owners have, in Franchisor’s judgment, the necessary business experience and good moral character and business reputation necessary to participate in, or be associated with, the Franchised Business; (v) upon closing of the Transfer, Franchisee pays the Change Fee to Franchisor; (vi) Franchisee (and each of its Guarantors) is substantially complying with this Agreement; and (vii) Franchisee and each of its Owners, and the transferee and each owner of any equity ownership interest in the transferee, execute a General Release and

any other documentation required by Franchisor to effectuate the Transfer.

5. **Control Transfers.** Franchisee must notify Franchisor in writing at least ten days in advance of Franchisee's listing the Franchised Business or a direct or indirect Controlling Ownership Interest in Franchisee for sale and promptly send Franchisor all information that Franchisor reasonably requests regarding any proposed sale. In connection with any proposed Control Transfer, Franchisee must submit to Franchisor, on behalf of the proposed transferee, a complete application for a new franchise agreement (the "**Change of Ownership Application**"), accompanied by payment of a non-refundable deposit equal to 25% of the applicable Transfer Fee (which will be credited towards the Transfer Fee if the Transfer is completed but will be retained by Franchisor if the Transfer is not completed for any reason). The same qualifications apply to all potential transferees including spouses, adult children, and existing managers of the Franchised Business. Franchisor will process the Change of Ownership Application according to this Section 14.A.5. and its then-current procedures for such transfers. Franchisor has 60 days from its receipt of the completed and signed Change of Ownership Application to consent or withhold its consent to the proposed Control Transfer. Subject to the other provisions of Section 14.A. (Transfer by Franchisee), Franchisee must obtain Franchisor's written consent to a proposed Control Transfer prior to completing such Transfer. If Franchisee (and each of its Guarantors) is substantially complying with this Agreement, then, subject to the other provisions of Section 14.A. (Transfer by Franchisee), Franchisor will not unreasonably withhold its approval of a Control Transfer if all of the following conditions are met before or concurrently with the effective date of the Control Transfer:

a. the transferee and each of its direct and indirect owners (if the transferee is an Entity) has, in Franchisor's judgment, the necessary business experience, good moral character and business reputation, aptitude, and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise), the financial resources to operate the Franchised Business, and satisfies all eligibility requirements necessary to participate in the Franchised Business;

b. Franchisee has paid all amounts owed to Franchisor, its Affiliates, and third-party vendors, and has not violated any provision of this Agreement or Related Agreement, in each case during both the 60-day period before Franchisee requested Franchisor's consent to the transfer and the period between Franchisee's request and the effective date of the Transfer;

c. at the transferee's expense and upon such other terms and conditions as Franchisor may reasonably require, Franchisor may require the transferee (or if the transferee is an Entity, the transferee's officers or owners) to complete the Initial Training Program then in effect for new franchisees;

d. the transferee and its owners (if the Transfer is of this Agreement), or Franchisee and its Owners (if the Transfer is of a Controlling Ownership Interest in Franchisee or one of its Controlling Owners), at Franchisor's sole discretion, either (a) sign Franchisor's then-current form of franchise agreement and related documents (including guarantees and assumptions of obligations), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Operating Fees, and the term of which franchise agreement will be, at Franchisor's option, a five-year term or the remaining unexpired portion of the term of Franchisee's existing franchise agreement or (b) assume Franchisee's existing franchise agreement for the remaining unexpired portion of the term and sign any related documents (including guarantees and assumptions of obligations);

e. Franchisee and its Owners and/or Guarantors sign a termination agreement in Franchisor's then-current form, and Franchisee and each of its Owners, and the transferee and each owner of any equity ownership interest in the transferee, shall have executed a General Release. In addition, each owner that directly or indirectly holds a 15% or greater ownership interest in transferee's Entity shall sign

all documents Franchisor requests evidencing their agreement to remain liable or assume liability for all obligations to Franchisor and its Affiliates existing before the effective date of the Transfer;

f. Franchisor has determined that Franchisee's or the transferee's (as applicable) overall financial status following the Transfer will not adversely affect the operation of the Franchised Business;

g. the transferee must prepare a business plan (containing the information and in the format specified by Franchisor) for the Franchised Business and must obtain Franchisor's written approval for such business plan, which Franchisor may provide or condition in its sole discretion;

h. Franchisee (if Franchisee will no longer operate the Franchised Business) and its transferring Owners agree that they will not directly or indirectly at any time or in any manner use any Mark, copyrighted materials, or Confidential Information, except as otherwise permitted under any then effective agreement with Franchisor or its Affiliates;

i. neither the transferee nor its owners own, operate, or are directly or indirectly involved in any Competing Business; and

j. upon granting of approval for the transfer of the Franchised Business, Franchisee shall pay Franchisor the applicable Transfer Fee.

Franchisor may review all information regarding the Franchised Business that Franchisee gives the proposed transferee, correct any information that Franchisor believes is inaccurate, and give the proposed transferee copies of any reports that Franchisee has given Franchisor or Franchisor has made regarding the Franchised Business.

6. Permitted Control Transfers. Notwithstanding Section 14.A.5. (Control Transfers): (i) any Controlling Owner may, without Franchisor's prior written consent and without complying with the other terms and conditions of Section 14.A.5., Transfer its interest in Franchisee (or Franchisee's Controlling Owner) to any other entity in which such Controlling Owner owns (directly or indirectly) all of the ownership interests; and (ii) any Owner who is an individual may, without Franchisor's prior written consent and without complying with the other terms and conditions of Section 14.A. (Transfer by Franchisee), transfer his or her interest in Franchisee (or Franchisee's Owner) to a trust or other entity that he or she establishes for estate planning purposes, as long as (a) he or she is a trustee of, or otherwise controls the exercise of the rights in Franchisee (or Franchisee's Owner) held by, the trust or other entity, (b) continues to comply with and ensures the trust's or other entity's compliance with the applicable provisions of this Agreement (if such Owner is a Guarantor), (c) signs the then-current Guaranty in his or her individual capacity, and (d) notifies Franchisor in writing of the transfer at least ten days prior to its anticipated effective date. Dissolution of, or transfers from, any trust or other entity described in this Section 14.A.6. are subject to all applicable terms and conditions of Sections 14.A.3. (Consent Required), 14.A.4. (Non-Control Transfers), and/or 14.A.5. (Control Transfers).

7. Transfer to Competitor Prohibited. Franchisee will not sell, assign, or transfer this Agreement, any interest in Franchisee, or the Franchised Business, or any assets or accounts of Franchisee or the Franchised Business, to any person or Entity that owns, operates, franchises, develops, consults with, manages, is involved in, is affiliated with, or controls any Competing Business. If Franchisor refuses to permit a transfer or assignment based upon this provision, Franchisee's only remedy will be to have an arbitrator determine whether Franchisor's determination that such transferee is involved with or related to a Competing Business was reasonable.

8. Transfer to an Entity. In the event the proposed Transfer is to an Entity, Franchisor's consent to such Transfer may, in its sole discretion and in addition to any other applicable conditions, be conditioned on the requirements set forth in Section 1.H. (Operation of Franchisee's Entity) of this Agreement.

9. Transfer of Ownership Interests Upon Death or Incompetency. Upon the death or mental incompetency of a person with a Controlling Ownership Interest in Franchisee or one of its Controlling Owners, that person's executor, administrator, or personal representative ("**Representative**") must, within six months after the date of death or mental incompetency, transfer the Owner's interest in Franchisee or the Controlling Owner to a third party, subject to Franchisor's approval and the conditions set forth in Section 14.A.5. (Control Transfers). In the case of a transfer by devise or inheritance, if the heirs or beneficiaries cannot meet the conditions of Section 14.A.5. within this six-month period, the Representative will have nine months from the date of death or mental incompetency to dispose of the interest, subject to Franchisor's approval and the conditions set forth in Section 14.A.5. Franchisor may terminate this Agreement if this required transfer fails to occur in compliance with this Agreement within the required time frame.

10. Non-Waiver of Claims. Franchisor's consent to a Transfer of any interest in the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

11. Security Interests. Franchisee may not assign, grant, or pledge any security interest in the Franchised Business, the assets used in the operation of the Franchised Business, or any direct or indirect legal and/or beneficial interest in Franchisee without Franchisor's prior written consent, which will not be unreasonably withheld. Franchisor's consent may be conditioned, in Franchisor's sole discretion, on the written agreement by the secured party that, in the event of a default by Franchisee under any agreement related to the security interest, Franchisor will have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of all sums then due to the secured party. Any foreclosures or other exercise of the rights granted under that security interest are subject to all applicable terms and conditions of Section 14.A. (Transfer by Franchisee). Notwithstanding the foregoing, however, Franchisee may grant, without obtaining Franchisor's prior written approval, a security interest in the assets of the Franchised Business (not including this Agreement or any future receivables) to a lender for the sole purpose of financing Franchisee's acquisition, development, and/or operation of the Franchised Business.

12. Acknowledgment of Restrictions. Franchisee acknowledges and agrees that the restrictions imposed by Franchisor on transfers in Section 14.A. (Transfer by Franchisee) are reasonable and necessary to protect the goodwill associated with Franchisor's business operation and the Marks, as well as Franchisor's reputation and image and are for the protection of Franchisor and all franchisees that own and operate System Businesses. Any attempted assignment or transfer made without complying with the requirements of Section 14.A. will be void.

13. Right of First Offer.

a. Offer Procedure. If Franchisee (or any of its Owners) at any time during the Term determines to sell or Transfer for consideration this Agreement, the Franchised Business or all or substantially all of its assets, or a Controlling Ownership Interest in Franchisee or its Controlling Owner (except to or among Franchisee's Owners as of the Effective Date, which is not subject to this Section 14.A.13), then Franchisee must first give Franchisor the opportunity to acquire those rights (the "**Offered Rights**") by delivering written notice to Franchisor. Franchisee's notice must contain the specific terms and conditions of the proposed sale or transfer, including the proposed consideration and the terms of any

financing Franchisee or its Affiliate will provide for the proposed purchase price (the “**Offer Terms**”). The Offer Terms must relate exclusively to the Offered Rights and not to any other assets or rights. Franchisor will then have 45 days after receiving the Offer Terms to notify Franchisee whether Franchisor elects to acquire the Offered Rights on the Offer Terms, provided that (i) Franchisor may substitute cash, a cash equivalent, or marketable securities for any form of payment proposed in the Offer Terms (such as ownership interests in an entity) and may elect to pay the net present value of any payments to be made over time; and (ii) Franchisor must receive, and Franchisee and its Owners agree to make, all customary representations, warranties, and indemnities in Franchisor’s purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Franchised Business before the closing. Franchisor reserves the right to assign its right of first offer to purchase this Agreement, the Franchised Business, all or substantially all of Franchisee’s assets, or any interest in Franchisee and to designate a substitute purchaser for such assets.

b. If Right Exercised. If Franchisor (or its assignee or designee) exercises the right of first offer, the closing will take place at a location and on a date (within 30 days after Franchisor delivers its notice of exercise to Franchisee) that Franchisor (or its assignee or designee) chooses. Franchisor (or its assignee or designee) and Franchisee will sign documents, including deeds, affidavits, transfers and assignments, and any other documents necessary or appropriate for the sale or transfer of the Offered Rights. Franchisee must satisfy all liens, mortgages, and/or encumbrances on the Franchised Business. Franchisor (or its assignee or designee) and Franchisee will share equally any closing costs.

c. If Right is Not Exercised. If Franchisor notifies Franchisee in writing that Franchisor does not intend to exercise its right of first offer with respect to any Offer Terms, or fails to notify Franchisee of Franchisor’s decision within the 45-day period described above, then Franchisee thereafter may offer the Offered Rights to any third party on terms no more favorable to that party than the Offer Terms. However, Franchisee or its Owners may sell or transfer the Offered Rights only if Franchisor otherwise approves the transfer in accordance with, and Franchisee (and its Owners) and the transferee comply with the conditions in, Section 14.A. (Transfer by Franchisee) of this Agreement. This means that, even if Franchisor does not exercise Franchisor’s right of first offer, if the proposed transfer otherwise would not be allowed under Section 14.A., Franchisee (or its Owners) may not move forward with the Transfer.

d. Reactivation of Right. If Franchisee later elects to offer the Offered Rights on terms which are more favorable to the buyer than the Offer Terms, or, if Franchisee elects to change the Offered Rights, then Franchisee must first offer those new terms to Franchisor according to the procedures described above. In addition, if Franchisee does not sell or transfer the Offered Rights in compliance with this Section 14.A.13. and the conditions in Section 14.A., within 12 months after Franchisor first receives notice of the Offered Rights, then the rights under this Section 14.A.13. shall once again apply with respect to those Offer Terms, and Franchisee may not sell or transfer for consideration the Offered Rights without first giving Franchisor the opportunity to acquire those rights according to this Section 14.A.13.

B. Transfer by Franchisor. Franchisor shall have the right to transfer or assign any person or Entity without the approval or consent of Franchisee (i) this Agreement, (ii) all or any part of its rights or obligations under this Agreement, or (iii) any direct or indirect ownership interests in Franchisor or its Affiliates. Franchisee agrees to execute any forms as Franchisor may reasonably request to acknowledge or effectuate any such assignment by Franchisor.

## **15. COVENANTS NOT TO COMPETE**

A. In-Term Noncompete. During the Term of this Agreement, Franchisee, its Owners, and any Owners' spouses who are in any way involved in the operation of the Franchised Business (the "**Covenanting Parties**") shall not, either directly or indirectly, for itself, himself/herself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other entity:

1. Own, manage, engage in, be employed by, advise, make loans to, lease or sublease space to, or have any other interest in (a) any business that offers, performs, or engages in residential or light commercial cleaning services or any other services licensed by Franchisor within the System or (b) manages, franchises, or licenses any of the businesses described in (a) ("**Competing Business**") anywhere (including inside and outside the Territory); provided, however, that this provision shall not apply to any ownership of Franchisee or an Owner of less than 1% of the outstanding equity securities of any publicly held corporation or of less than 5% of an investment fund which owns an interest in a Competing Business;

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

3. Perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

4. Use any vendor relationship established through Franchisee's association with Franchisor for any purpose other than to purchase products or equipment for use in the Franchised Business.

B. Post-Term Noncompete. For a period of one year after the earlier to occur of the expiration or termination of this Agreement, regardless of the cause of termination, the Covenanting Parties will be subject to the same restrictions as in Section 15.A. (In-Term Noncompete) of this Agreement, except the restrictions in Sections 15.A.1. and 15.A.2 shall be geographically limited to any Competing Business that is operated within the Territory and a 25-mile radius from the borders of such Territory. Notwithstanding any other provision of this Agreement, the running of the non-compete period will be tolled for the period that any Covenanting Party fails to comply with the non-compete obligations in this Section 15.B., provided that Franchisor commences legal action to enforce this provision within the one-year non-compete period. For the avoidance of doubt, 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.

C. Enforcement of Noncompetes. The Covenanting Parties acknowledge and agree that (i) the time, territory, and scope of the covenants provided in this Section 15 (Covenants Not to Compete) are reasonable and necessary for the protection of Franchisor's legitimate business interests; (ii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iii) enforcement of the same would not impose undue hardship; and (iv) the period of protection provided by these covenants will not be reduced by any period of time during which the Covenanting Parties are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section 15 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. Each Covenanting Party agrees that the existence of any claim it may have against Franchisor, whether arising from this Agreement, will not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 15. Franchisee acknowledges that any breach or threatened breach of this Section 15 will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee consents to the issuance of an injunction prohibiting any conduct violating the terms of this Section 15. Such injunctive relief will be in

addition to any other remedies that Franchisor may have.

D. Binding Other Covenanting Parties. Each Covenanting Party other than Franchisee shall bind themselves to the noncompete provisions in this Section 15 by signing, as applicable, the Franchisor's then-current form of 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. Independent Contractor. 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. Notification of Public. During the Term, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a license from Franchisor. Franchisee agrees to take such affirmative action as may be necessary to do so, as Franchisor may specify in the Manual or otherwise in writing.

### **C. Indemnification.**

1. Indemnification Obligation. From and after the Effective Date, Franchisee and Owners, jointly and severally, shall indemnify Franchisor and its Affiliates and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the forgoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals and entities are referred to herein as the "**Franchisor Indemnitees**") and hold Franchisor Indemnitees harmless to the fullest extent permitted by Applicable Laws, from any and all Losses and Expenses (defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, formal or informal inquiry (regardless of whether it is reduced to judgment), or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation, or closing of the Franchised Business including any customer complaint or the failure of Franchisee to perform any covenant or agreement under this Agreement or any activities of Franchisee on or after the Effective Date, or any claims by any employee of Franchisee arising out of or relating to his or her employment with Franchisee (collectively "**Event**"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on Franchisor Indemnitees, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any Franchisor Indemnitees or the gross negligence or willful acts of any Franchisor Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to Franchisee). "**Losses and Expenses**" means losses, liabilities, claims, penalties, damages (compensatory, exemplary, and punitive), fines, payments, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, assessments, compromises, compensation for

damages to Franchisor's reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses

2. Indemnification Procedure. Promptly after the receipt by any Franchisor Indemnitee of notice of the commencement of any action against such Franchisor Indemnitee by a third party (such action, a "**Third-Party Claim**"), Franchisor Indemnitee will, if a claim with respect thereto is to be made for indemnification pursuant to this Section 16.C. (Indemnification), give a claim notice to Franchisee with respect to such Third-Party Claim. No delay or failure on the part of Franchisor Indemnitee in so notifying Franchisee will limit any liability or obligation for indemnification pursuant to this Section 16.C., except to the extent of any material prejudice to Franchisee with respect to such claim caused by or arising out of such delay or failure. Franchisor will have the right to assume control of the defense of such Third-Party Claim, and Franchisee and its Owners will be responsible for the costs incurred in connection with the defense of such Third-Party Claim, with counsel of Franchisee and its insurer's choice. Franchisee's counsel must be reasonably acceptable to Franchisor. Franchisee and its Owners will furnish Franchisor with such information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint, or other pleading which may have been served on such party and any written claim, demand, invoice, billing, or other document evidencing or asserting the same) and will otherwise cooperate with and assist Franchisor in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by Franchisor will be considered Losses and Expenses for purposes of this Agreement. Franchisor may, as it deems necessary and appropriate, take such actions to take remedial or corrective action with respect thereof as may be, in Franchisor's reasonable discretion, necessary for the protection of Franchisor Indemnitees or other MM Businesses generally. Franchisor will not agree to any settlement of, or the entry of any judgment arising from, any Third-Party Claim without the prior written consent of Franchisee and its Owners, which will not be unreasonably withheld, conditioned, or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Franchisor Indemnitees.

D. Not Liable for Franchisee. Under no circumstances shall Franchisor be liable for any act, omission, debt, or any other obligation of Franchisee.

E. Not a Joint Employer. 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. FORCE MAJUERE

Neither Franchisor nor Franchisee will be liable for loss or damage to the other, or be in breach of, this Agreement if Franchisor's or Franchisee's failure to perform their respective obligations results from: (i) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (ii) acts of God; (iii) strikes or lock-outs; (iv) fires, embargoes, insurrection, war, acts of terrorism or similar events, or riots; (v) epidemic, pandemic, or mass casualty event; or (vi) any other similar event or cause beyond the reasonable control of either party or their Affiliates (a "**Force Majeure Event**"). Any delay resulting from a Force Majeure Event will extend performance or excuse performance, in whole or in part, as may be reasonable, except that a Force Majeure Event will not excuse payments of amounts owed at the time of the Force Majeure Event or payment of Operating Fees or other amounts due Franchisor.

## **18. DEFAULT, TERMINATION, AND POST-TERMINATION**

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

1. Franchisee or a Guarantor (a) becomes insolvent by reason of Franchisee's or such Guarantor's inability to pay its debts as they become due; (b) makes an assignment for the benefit of creditors or an admission of Franchisee's or a Guarantor's inability to pay its obligations as they become due; (c) files a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any Applicable Laws, or admits or fails to contest the material allegations of any such pleading; (d) is adjudicated as bankrupt or insolvent or a receiver or other custodian is appointed for a substantial part of the assets of Franchisee, a Guarantor, or the Franchised Business; or (e) has a final judgment against it that remains unsatisfied or of record for 90 days or longer (unless supersedeas bond is filed). In addition, if (i) execution is levied against any substantial part of the assets of Franchisee, a Guarantor, or the Franchised Business; (ii) a suit to foreclose any lien or mortgage is instituted against the Franchised Business and not dismissed within 90 days; (iii) the real or personal property of the Franchised Business is sold after levy of judgment thereupon by any sheriff, marshal, or constable, (iv) the claims of creditors of Franchisee, a Guarantor, or the Franchised Business are abated or subject to a moratorium under any Applicable Laws;

2. Franchisee fails to pay any amount owed to Franchisor or its Affiliates(s) after notification that the amount is legally due;

3. Franchisee or a Guarantor fails to submit reports or financial data which Franchisor requires under this Agreement;

4. a Franchisee Party willfully violates any Applicable Laws related to the Franchised Business;

5. a Franchisee Party fails, for a period of 10 days after notification of noncompliance, to comply with any Applicable Laws;

6. Franchisee or its Owners makes an unauthorized assignment or transfer of or encumbers this Agreement;

7. a Franchisee Party willfully violates any provision of this Agreement or any Related Agreement;

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

9. a Franchisee Party 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;

10. Franchisee has misrepresented the accounting of Gross Sales receipts, which Franchisee is required to make to Franchisor;

11. Franchisee 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);

12. a Franchisee Party has otherwise failed to adhere to any material specification, standard or operating procedure prescribed by Franchisor;

13. a Franchisee Party has committed a material breach of Section 8 (Confidential Information, Data Protection, and Improvements) or Section 15 (Covenants Not to Compete);

14. Franchisee or its Owners has materially breached any other provision of this Agreement which by its nature cannot be cured;

15. Franchisee or its Owners 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;

16. Franchisee 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 Franchisor, in its 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;

17. a Franchisee Party defaults under any Related Agreement, provided that the default would permit the other party to terminate such agreement, regardless of whether such other party terminates such agreement;

18. Franchisee makes an unauthorized grant of a security interest in Franchisee, the Franchised Business, or this Agreement (including any sale, grant or pledge of future receivables) without complying with all applicable provisions of this Agreement; or

19. Franchisee receives four or more written notices of default from Franchisor, concerning a material breach of this Agreement or 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 18.A. (Termination with No Opportunity to Cure), Franchisor shall have the right to terminate this Agreement upon written notice to Franchisee in the event a Franchisee Party 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 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. Other Remedies.

1. Permitted Remedies. Nothing in Sections 18.A. (Termination with No Opportunity to Cure) or 18.B. (Termination After Opportunity to Cure), preclude Franchisor from seeking other remedies or damages under Applicable Laws, this Agreement, or any Related Agreement. Upon the occurrence of any of the events that give rise to Franchisor's right to terminate this Agreement under Sections 18.A. or 18.B., Franchisor may, at its sole option and upon delivery of written notice to Franchisee, elect to take any or all of the following actions without terminating this Agreement:

- a. temporarily or permanently reduce the size of the Territory, in which event the restrictions on Franchisor and its Affiliates under Section 1.C. (Protected Rights in the Territory) will not apply in the geographic area that was removed from the Territory;
- b. temporarily or permanently suspend Franchisee's protected rights in the Territory, in which event the restrictions on Franchisor and its Affiliates under Section 1.C. (Protected Rights in the Territory) will not apply in the Territory;
- c. temporarily remove information concerning the Franchised Business from Franchisor's website and/or stop Franchisee's or its Franchised Business' participation in any other programs or benefits offered on or through Franchisor's Website;
- d. suspend Franchisee's right to participate in one or more programs or benefits that the Ad Fund provides;
- e. refuse to provide any operational support that this Agreement requires or that Franchisor has elected to provide or suspend any other services that Franchisor or its Affiliates provide to Franchisee under this Agreement or any Related Agreement;
- f. require the temporary closure of the Franchised Business until any defaults are cured and any underlying causes for such defaults are adequately addressed to the satisfaction of Franchisor;
- g. suspend or terminate any temporary or permanent fee reductions to which Franchisor might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);
- h. suspend access to any system or suspend functionality of any subset of such system, including Merry Maids 360 Software, or similar operating system;
- i. suspend sale of Merry Maids products and equipment; and/or
- j. undertake or perform on Franchisee's behalf any obligation or duty that Franchisee is required to, but fails to, perform under this Agreement. Franchisee must reimburse Franchisor upon demand for up to 120% of the actual costs and expenses that Franchisor and its Affiliates incur in performing any such obligation or duty.

2. Exercise of Other Remedies. Franchisor's exercise of its rights under Section 18.C.1. (Permitted Remedies) will not (i) be a defense for Franchisee to Franchisor's enforcement of any other

provision of this Agreement or waive or release Franchisee from any of its other obligations under this Agreement, (ii) constitute an actual or constructive termination of this Agreement, or (iii) be Franchisor's sole or exclusive remedy for Franchisee's default. Franchisee must continue to pay all fees and otherwise comply with all of its obligations under this Agreement following Franchisor's exercise of any of these rights. If Franchisor exercises any of its rights under Section 18.C.1., Franchisor may thereafter terminate this Agreement without providing Franchisee any additional corrective or cure period, unless the default giving rise to Franchisor's right to terminate this Agreement has been cured to Franchisor's reasonable satisfaction.

D. 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. 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.

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 any use of the System, the Marks, or the name "Merry Maids" online. 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.

3. Transfer of Identifiers and Accounts. The Franchisee Parties must, in accordance with Franchisor's directions, cancel or transfer to Franchisor or its designee (or cause an Affiliate or third party to cancel or transfer to Franchisor or its designee) all authorized and unauthorized domain names, social media accounts, websites (including accounts used to access websites, including vlogs, blogs, wikis, forums, content sharing communities, and other sites), email accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Franchised Business or the Marks (collectively, "**Identifiers**") and provide Franchisor with all information necessary to allow Franchisor or its designee to access Franchisee's accounts for such Identifiers, including usernames, passwords, and security codes. Franchisee acknowledges that Franchisor or its Affiliates have the sole rights to, and interest in, all Identifiers. If Franchisee fails to comply with this Section, Franchisee hereby authorizes Franchisor, and irrevocably appoints Franchisor, as Franchisee's attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider, social media company, listing agencies, or other providers to transfer such Identifiers to Franchisor or its designee. The telephone company, the postal service, registrars, Internet Service Providers social media companies, listing agencies, and other providers may accept such direction by Franchisor pursuant to this Agreement as conclusive evidence of Franchisor's exclusive rights in such Identifiers and its authority to direct their transfer. Any amounts owing by Franchisee related to such Identifiers shall be paid immediately by Franchisee.

4. Return or Destruction of Materials. Franchisee shall immediately return to Franchisor: (i) all hard copies and electronic copies (capable of being returned) of the Confidential Information, including the Manuals and Customer Information, and of materials bearing the Marks; and (ii) all other manuals, records, files, instructions, correspondence, and other materials relating to the operation of the Franchised Business ("**Other Materials**") in the possession of Franchisee, its Owners, or related parties. If

Franchisee or its Owners have on their computer systems, e-mail accounts, or other digital storage systems or services copies of the Confidential Information, any proprietary software, and/or Other Materials, they must immediately erase these copies. Franchisee must provide us with a certification attesting to the fact that all copies of the Confidential Information, proprietary software, and Other Materials in Franchisee's control or the control of its officers, directors, Owners, employees, agents, and representatives have been returned or destroyed in accordance with this Section.

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 Operating Fees 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 Operating Fees that Franchisee owed to Franchisor during the period that Franchisee operated the Franchised Business. The "Average Operating Fees that Franchisee owed to Franchisor" shall not be discounted or adjusted due to any deferred or reduced Operating Fees set forth in a policy, other writing, or an addendum to this Agreement, unless this Section 18.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 must comply with the post-term noncompete set forth in Section 15.B. (Post-Term Noncompete).

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

8. Option to Purchase.

a. Exercise of Option. Franchisor shall have the right (but not the duty), to be exercised by notice ("**Option Notice**") of its intent to do so within 60 days after termination, non-renewal, or expiration of this Agreement, to purchase from Franchisee (i) all equipment, fixtures, signs, vehicles, products, supplies, and materials used in the operation of the Franchised Business, (ii) any advertising material, inventory, or other items bearing the Marks, and (iii) any real estate owned by a Franchisee Related Party and used in the operation of the Franchised Business (collectively, the "**Purchased Assets**") at fair market value. If a Franchisee Related Party (as defined in Section 24.A. (Alternative Dispute Resolution Procedure)) owns any real estate used in the operation of the Franchised Business, Franchisor may elect to include a fee simple interest in such site as part of the Purchased Assets or, at its option, lease such site from the Franchisee Related Party for an initial five-year term with two renewal terms of five years each (at Franchisor's option) on commercially reasonable terms, which shall include the right to sublease the site to another party. If a Franchisee Related Party leases a site used in the operation of the Franchised Business from an unaffiliated lessor, Franchisee shall (at Franchisor's option)

cause the Franchisee Related Party to coordinate with the landlord to assign such lease to Franchisor (or its designee) or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease. Franchisee and its Owners agree to cause its Affiliates, or any Entity controlled by such Owners, to comply with these requirements. In the 60-day period after termination, non-renewal, or expiration, Franchisee must provide Franchisor with any documents, financial statements, pictures, and other information that Franchisor reasonably requires, and allow Franchisor to inspect the Franchised Business and its assets, so that Franchisor can determine whether to exercise its option. Franchisor has the unrestricted right to exclude any assets or leases Franchisor specifies relating to the Franchised Business from the Purchased Assets and not acquire them. Franchisor may, upon written notice to Franchisee, assign or delegate its option hereunder to a third party or Affiliate, in which case such party shall have all of the rights of Franchisor specified in Section 18.D.8. (Option to Purchase).

b. Purchase Price. The parties shall have 15 days after the date of the Option Notice to agree upon such fair market value, and, if they cannot agree, an independent third-party appraiser experienced in valuing businesses of this kind shall be appointed by mutual agreement of Franchisor (or its assignee or designee) and Franchisee. If the parties cannot agree on an appraiser within 20 days of the Option Notice, Franchisor (or its assignee or designee) shall appoint an independent appraiser of its choosing who shall then determine the fair market value within 30 days after the date such appraiser's appointment, and Franchisee will reimburse Franchisor (or its assignee or designee) for half of the cost of such appraisal. If Franchisee disagrees with such appraiser's determination of fair market value, within 15 days of its receipt of such appraisal, it may appoint, at Franchisee's sole expense, an appraiser experienced in valuing businesses of this kind, and the two appraisers together shall appoint a third such appraiser, whose services shall be paid for by Franchisee, each of which shall determine the fair market value. In such event, for purposes of Section 18.D.8. (Option to Purchase), "**fair market value**" shall be the average of the two such closest appraisals and that determination shall be final and binding on the parties.

c. Closing. Franchisor (or its assignee or designee) is entitled to all customary representations, warranties, and indemnities related to the Purchased Assets, including representations and warranties as to ownership and condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Franchised Business prior to the closing of Franchisor's (or its assignee's or designee's) purchase. At the closing, Franchisee agrees to deliver instruments transferring to Franchisor (or its assignee or designee): (i) good and merchantable title to the Purchased Assets free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor (or its assignee or designee)), with all sales and transfer taxes paid by Franchisee; (ii) any premises where Franchisee operated the Franchised Business, in Franchisor's (or its assignee's or designee's) discretion, which if executed, then such premises shall be free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor (or its assignee or designee)); and (iii) all of the Franchised Business' licenses and permits which may be assigned or transferred. If Franchisee cannot deliver clear title to all of the Purchased Assets purchased hereunder, or if there are other unresolved issues, the sale will be closed through an escrow. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to off-set all liquidated and undisputed amounts due Franchisor or any of its Affiliates from Franchisee under this Agreement or any Related Agreement against any such payment. Franchisee and its Owners further agree, subject to Applicable Laws, to sign General Releases.

## 19. 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.

## **20. 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.

## **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. 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. 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 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.

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. Construction and Interpretation. All references in this Agreement in the singular shall be construed to include the plural where applicable, and all covenants, agreements, and obligations assumed by Franchisee pursuant to this Agreement shall be deemed to be joint and several covenants, agreements, and obligations of the several persons named herein as Franchisee. If Franchisee is an Entity, all covenants, agreements, and obligations in this Agreement will apply to the Owners in Franchisee. All captions in the Agreement are intended solely for the convenience of the parties and shall not be deemed to affect the meaning or construction of any provision of this Agreement. The words “**include**,” “**including**,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

E. Franchisor’s Sole Discretion and Business Judgment. Franchisor has the right to operate, develop, and change the System in any manner that is not specifically prohibited by this Agreement. Whenever Franchisor has reserved in this Agreement, or is deemed to have, a right to take or to withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, Franchisor may make such decision or exercise its right and/or discretion on the basis of Franchisor’s judgment of what is in Franchisor’s best interests, including Franchisor’s judgment of what is in the best interests of the franchise network, at the time Franchisor’s decision is made or its right or discretion is exercised, without regard to whether: (i) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Franchisor; (ii) Franchisor’s decision or the action taken promotes Franchisor’s financial or other individual interest; (iii) Franchisor’s decision or the action it takes applies differently to Franchisee and one or more other franchisees or Franchisor’s company-owned or Affiliate-owned operations; or (iv) Franchisor’s decision or the exercise of its right or discretion is adverse to Franchisee’s interests. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor’s right or discretion will not be subject to limitation or review. If Applicable Laws imply a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions, and/or refrain from taking actions that are not inconsistent with Franchisee’s rights and obligations under this Agreement.

F. Survival. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Agreement will survive such expiration, termination, or Transfer, including Sections 4 (Proprietary Marks), 8 (Confidential Information, Data Protection, and Improvements), 18.D. (Post-Termination Obligations), 15 (Covenants Not to Compete), 16 (Independent Contractor and Indemnification), 24 (Dispute Resolution),

and 25 (Governing Law).

## 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.A. (Transfer by Franchisee).

## 24. DISPUTE RESOLUTION.

A. Alternative Dispute Resolution Procedure. Except as otherwise provided in Section 24.B. (Exceptions to Alternative Dispute Resolution), 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 (Dispute Resolution).

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 factual and legal basis for 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 with a representative having authority to resolve the Covered Dispute. 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, unless the parties agree otherwise. 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 (Dispute Resolution), 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 and filing the same with the AAA. The arbitration proceeding shall be presided over and decided by a single arbitrator if neither party seeks relief exceeding \$500,000 in total, inclusive of any claims for attorneys' fees, costs, and other expenses of the proceeding (excluding arbitrators' fees). Alternatively, if either party seeks relief exceeding \$500,000 in total, inclusive of any claims for attorneys' fees, costs, and other expenses of the proceeding (excluding arbitrators' fees), the arbitration proceeding shall be presided over and decided by a panel of three arbitrators. In either event, the arbitrator(s) shall be selected under the procedures of the AAA then in effect at the time of filing the arbitration demand, with the single arbitrator or at least one of the panel arbitrators, as the case may be, who have primarily practiced franchise law for at least five years. The arbitration proceeding shall be conducted by one arbitrator and, except as otherwise provided in this Section 24 (Dispute Resolution), 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 with respect to 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 Section 24.A.3. (Arbitration), 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 in a Covered Dispute to award any remedy or relief available under Applicable Laws, including actual damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with Section 24.J. (Enforcement Expenses)), except the arbitrator may not (a) declare any Mark generic or otherwise invalid or (b) award any indirect, special, consequential, exemplary, or punitive damages against either party, except as expressly provided in Section 24.D. (Mutual Limitation of Liability and Waiver of Punitive Damages). If the arbitration is presided by a single arbitrator, notwithstanding anything to the contrary in this Agreement, the arbitrator may not grant any party monetary relief exceeding \$500,000 in total, inclusive of any claims for attorneys' fees, costs, and other expenses of the proceeding (excluding arbitrators' fees).

d. Binding Decision. The arbitrator or arbitration panel shall issue a reasoned award. 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 the party's attorney or 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 disputes, including 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 Not to Compete); (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**"). The parties acknowledge and agree that any dispute or challenge as to whether a claim qualifies as an Excepted Dispute shall be determined by a court and not in arbitration.

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 informal negotiation, non-binding mediation, and binding 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 (Covenants 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 or for injunctive relief pursuant to Section 24.B.2. (Injunctive Relief) must 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 (currently, Atlanta, Georgia) (the "**Exclusive Forum**"). The parties waive all objections or challenges to personal jurisdiction and venue in the Exclusive Forum, including forum *non conveniens* and transfer under 28 U.S.C. § 1404. 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.

4. Related Claims. If Franchisor files any litigation seeking injunctive relief or asserting any claims related to any Excepted Disputes, Franchisor may assert and resolve all related claims, including claims related to Covered Disputes, in the same litigation action, notwithstanding Section 24.A. (Alternative Dispute Resolution Procedure).

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 LIMITATION OF LIABILITY AND 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 SECTION 16.C. (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 SECTION 8 (CONFIDENTIAL INFORMATION, DATA PROTECTION, AND IMPROVEMENTS), NEITHER PARTY WILL BE ENTITLED TO RECOVER SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT OR PARTIES' BUSINESS RELATIONSHIP.

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. **ONE-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 ONE YEAR 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): (i) relating to third-party claims or suits brought against any Franchisor Related Party as a result of the operation of the Franchised Business; (ii) relating to the enforcement of any intellectual property rights of any Franchisor Related Party; (iii) relating to Franchisee's non-payment or underpayment of amounts owed to a Franchisor Related Party; (iv) concerning the obligations of any Franchisee Related Party under Section 8 (Confidential Information, Data Protection, and Improvements) or Section 15 (Covenants Not to Compete); (v) 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 or otherwise preclude either party from raising any like or similar claim, issue, or defense against third parties, including other franchisees, in any subsequent arbitration, litigation, court hearing, or other proceeding.

H. **Remedies Not Exclusive.** Except as provided for in Section 24.E. (Mutual Waiver of Class or Collective Actions), 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, Franchisor, its Affiliates, and their respective former and current owners, stockholders, members, managers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, benefits administrators, investors, affiliates, funds, vendors, and service providers, will not be liable 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 to the fullest extent allowed under Applicable Laws, unless such vicarious claims are authorized by an express written guarantee of performance or a statutory obligation.

J. Enforcement Expenses.

1. Payable by Franchisee. Franchisee agrees to reimburse Franchisor (or the relevant Franchisor Related Party) for all costs and expenses Franchisor and any Franchisor Related Party reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration fees, other litigation expenses, and travel and living expenses) (i) to enforce the terms of this Agreement, any Related Agreement, or any obligation owed to a Franchisor Related Party by a Franchisee Related Party against Franchisee and/or any Franchisee Related Party (whether or not Franchisor or the Franchisor Related Party initiates a legal proceeding, including arbitration, unless Franchisor or the Franchisor Related Party initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisee and/or any Franchisee Related Party asserts against Franchisor or any Franchisor Related Party on which Franchisor or the Franchisor Related Party substantially prevails in court or other formal legal proceedings, including arbitration.

2. Payable by Franchisor. Franchisor agrees to reimburse Franchisee for all expenses Franchisee reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration costs, other litigation expenses, and travel and living expenses): (i) to enforce the terms of this Agreement or any obligation owed to Franchisee by Franchisor (whether or not Franchisee initiates a legal proceeding, including arbitration, unless Franchisee initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisor asserts against Franchisee on which Franchisee substantially prevails in court or other formal legal proceedings, including arbitration.

**25. 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 or the parties' business relationship 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.

**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.

|    |  | <b>Insert Applicable Response</b> |
|----|--|-----------------------------------|
| a. | The date on which Franchisee received a Franchise Disclosure Document with all exhibits (Must be same date as date entered on Item 23 Receipt Page):                                     |                                   |
| b. | The date of Franchisee’s first personal meeting with a representative of Franchisor to discuss the possible purchase of this Agreement. (Does not apply to renewal of existing License): |                                   |
| c. | Name of Franchisor’s representatives involved in the sales process:  |                                   |
| d. | The date Franchisee received a completed copy (except for signatures) of this Agreement:   |                                   |
| e. | The date on which Franchisee signed this Agreement:  |                                   |
| f. | The date on which Franchisee delivered any deposit, down payment, purchase price, or other payment in the form of cash, check, or other consideration to Franchisor:                     |                                   |

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:

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(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:

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(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. (Representations by Franchisee in Certain States); 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.

D. 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**

**FRANCHISEE**

**MERRY MAIDS SPE LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A TO THE FRANCHISE AGREEMENT**

**TERRITORY DESCRIPTION AND OWNERS**

A. Territory. 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:

B. Owners of Franchisee. Set forth below is a list of all Owners of Franchisee and their respective holdings.

| <b>OWNER NAME</b> | <b>PERCENTAGE OWNERSHIP INTEREST</b> |
|-------------------|--------------------------------------|
|                   |                                      |
|                   |                                      |
|                   |                                      |
|                   |                                      |

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

**FRANCHISOR**

**MERRY MAIDS SPE LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT B TO THE FRANCHISE AGREEMENT

### PERSONAL GUARANTY AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by Franchisor, and for other good and valuable consideration, the undersigned (including each owner holding directly or indirectly a 15% or greater ownership interest in Franchisee's entity) (collectively and individually, the "**Guarantor**"), jointly and severally, do hereby become surety and guaranty, and agree to be personally bound for the prompt and full payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement and any Related Agreement (as defined in Section 3.B.4. (Good Standing) of the Franchise Agreement), to be paid, kept and performed by Franchisee as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement (the "**Guaranty Agreement**").

In addition to the other Franchise Agreement provisions, each Guarantor agrees to be personally bound to the confidentiality provision in Section 8.A. (Confidential Information) of the Franchise Agreement and the noncompete covenants in Section 15 (Covenants Not to Compete) of the Franchise Agreement.

In addition, if Franchisee fails to comply with or defaults on any other terms and conditions of the Franchise Agreement or any Related Agreement, then the Guarantor, and any successors or assigns to this Guaranty Agreement, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of Franchisee. Guarantor hereby waives acceptance of this Guaranty Agreement by Franchisor and waives presentment, demand for payment, protest, notice of dishonor, and any other notice or demand of any kind and the necessity of Franchisor instituting legal proceedings against the Franchisee. Furthermore, Guarantor consents that Franchisor will have the right, without notice, to deal in any way at any time with Franchisee or any other guarantor, or to grant any such party any extensions of time for payment of any indebtedness, or to sell, release, surrender, exchange, substitute, settle, compromise, waive, subordinate, or modify, with or without consideration and on such terms and conditions as may be acceptable to Franchisor, any and all collateral, security, guaranties, obligations, indebtedness, liabilities, notes, instruments, or other evidence of indebtedness concerning which payment is guaranteed hereby, or grant any other indulgences or forbearances whatever, without in any way affecting of the Guarantor's liabilities under this Guaranty Agreement.

Guarantor agrees that any indebtedness by Franchisee to Guarantor, for any reason, currently existing, or which might arise after this Guaranty Agreement, will at all times be inferior and subordinate to any indebtedness owed by Franchisee to Franchisor. Guarantor agrees that as long as Franchisee owes any monies to Franchisor (other than payments that are not past due) Franchisee will not pay and Guarantor will not accept payment of any part of any indebtedness owed by Franchisee to Guarantor, either directly or indirectly, without the consent of Franchisor.

Guarantor agrees that the liability of Guarantor is independent of any other guaranties at any time in effect with respect to all or any part of Franchisee's indebtedness to Franchisor, and that the liability created hereby may be enforced regardless of the existence of any other guaranties. Guarantor agrees that the liability of Guarantor is independent of any other guaranties at any time in effect with respect to all or any part of Franchisee's indebtedness to Franchisor, and that the liability created hereby may be enforced regardless of the existence of any other guaranties.

Except as precluded by applicable law, each of the undersigned hereby submits to personal jurisdiction

exclusively in the state and federal courts of the State of Georgia with respect to any litigation, action or proceeding pertaining to this Personal Guaranty or the Franchise Agreement and agrees that all such proceedings will and must be venued in the State of Georgia. Each of the undersigned consents and agrees that they are subject to and will abide by the dispute resolution provisions contained in the Franchise Agreement. Additionally, Guarantor agrees to pay Franchisor all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Guaranty Agreement.

GUARANTOR AND FRANCHISOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS GUARANTY AGREEMENT OR THE INDEBTEDNESS COVERED BY THIS GUARANTY AGREEMENT.

**GUARANTORS**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**EXHIBIT C TO THE FRANCHISE AGREEMENT**

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM**

This authorizes Merry Maids SPE LLC (“**Franchisor**”) and any of its affiliates (collectively, with Franchisor, the “**Authorized Parties**”) to use the banking information provided below in accordance with the terms of the Franchise Agreement.

Franchisee: \_\_\_\_\_

Name of bank: \_\_\_\_\_

Address of bank: \_\_\_\_\_

Name of account holder: \_\_\_\_\_

Name as it appears on account: \_\_\_\_\_

Address of account holder: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Type of Account:        Checking OR Savings

Franchisee hereby authorizes the Authorized Parties to debit the checking/savings account identified above in order to pay all fees, charges, and any other amounts owed pursuant to the terms of the Franchise Agreement entered into between Franchisee and Franchisor and any other agreement between Franchisee and the Authorized Parties (including ongoing operating fees, the cost of any products or services purchased from the Authorized Parties, and any other amounts owing to the Authorized Parties under the Franchise Agreement or any other agreement with the Authorized Parties, including interest and late fees); and, if necessary, to initiate adjustments for any transactions debited in error. These debits are related to the operation of a franchised business and the amount of each debit will vary from month to month. This authorization will remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor a reasonable opportunity to act on it. Termination of this authorization may result in the termination of the Franchise Agreement, unless an alternate means of payment acceptable to Franchisor is provided.

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

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

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

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

**OFFICE USE ONLY**

Account Code: \_\_\_\_\_

Store Name / Location: \_\_\_\_\_

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

**EXHIBIT D TO THE FRANCHISE AGREEMENT**

**GENERAL RELEASE**

**THIS GENERAL RELEASE (“Release”)** is executed on \_\_\_\_\_ (the **“Effective Date”**) 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, unconditionally and irrevocably forever release and discharge (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 charges, complaints, claims, debts, demands, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, judgments, costs, losses, debts and expenses of whatever kind or nature, and causes of action of whatever kind or nature (based upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local, or otherwise), 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, Claims arising out of, or relating to, (a) violations of federal, state, and local laws, rules, and ordinances, unless specifically prohibited by such laws, (b) the Franchise Agreement and any other agreements between any Releasor and Franchisor or Franchisor’s parents, subsidiaries, or affiliates, (iii) the business relationship between any of the Releasors and any of the Released Parties, (iv) the offer, sale, or execution of the Franchise Agreement, (v) Franchisor’s performance of its obligations under the Franchise Agreement including, but not limited to, any actions for breach of contract, fraud or misrepresentation, violation of any franchise laws or regulations, violation of any state or federal antitrust or securities laws or regulations, or violation of common law, or (vi) any purchase of product, fees, or other items purchased or paid for by Franchisee from any of the Released Parties.

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. **No Liability.** Franchisee, Transferee, and Owners (on behalf of all Releasors) jointly and severally, agree that no past, present, or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, controlling party, vendor, service provider, agent, or attorney of Franchisor, or entity under common control, ownership, or management with Franchisor, will have any liability for (a) any of Franchisor’s obligations or liabilities relating to or arising from the Franchise Agreement, (b) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Franchisee and Franchisor, or (c) any claim against Franchisor based on any alleged unlawful act or omission.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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: \_\_\_\_\_

**Exhibit B to the FDD**

**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 2025 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 25<sup>th</sup> day of July 2025.

Guarantor:

SERVICEMASTER SYSTEMS LLC

By: 

Name: Josh Burnette

Title: General Counsel

**ServiceMaster OpCo  
Holdings, LLC and Subsidiaries**  
(An indirect wholly owned subsidiary of RW Purchaser, LLC)  
**Consolidated Financial Statements**  
**December 31, 2024 and 2023 and for the three years  
ended December 31, 2024**

**ServiceMaster OpCo Holdings, LLC and Subsidiaries**

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

**Index**

**December 31, 2024 and 2023 and for the three years ended December 31, 2024**

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|   | <b>Page(s)</b> |
|---|----------------|
| <b>Report of Independent Auditors</b> .....             | 1–2            |
| <b>Consolidated Financial Statements</b>                |                |
| Statements of Operations and Comprehensive Income ..... | 3              |
| Statements of Financial Position .....                  | 4              |
| Statements of Member's Equity .....                     | 5              |
| Statements of Cash Flows .....                          | 6              |
| Notes to Financial Statements .....                     | 7–21           |



## **Report of Independent Auditors**

To the Board of Managers 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, 2024 and 2023, and the related consolidated statements of operations and comprehensive income, of member's equity, and of cash flows for the three years then ended December 31, 2024, 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, 2024 and 2023, and the results of its operations and its cash flows for the three years then ended December 31, 2024 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.

### ***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  
May 12, 2025

**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, 2024, 2023 and 2022**

---

| <i>(in millions)</i>                   | <b>2024</b>    | <b>2023</b>    | <b>2022</b>    |
|--|----------------|----------------|----------------|
| Revenue                                | \$ 344.1       | \$ 361.2       | \$ 351.4       |
| Cost of services rendered              | 99.0           | 115.0          | 135.5          |
| Selling and administrative expenses    | 132.9          | 116.3          | 92.5           |
| Depreciation and amortization expenses | 24.5           | 24.7           | 24.3           |
| Impairment charge                      | -              | -              | 20.5           |
| Operating expenses                     | <u>256.4</u>   | <u>256.0</u>   | <u>272.8</u>   |
| Operating income                       | 87.7           | 105.2          | 78.6           |
| Interest expense                       | 33.6           | 34.5           | 35.3           |
| Other expense                          | <u>2.0</u>     | <u>6.7</u>     | <u>2.4</u>     |
| Net income and comprehensive income    | <u>\$ 52.1</u> | <u>\$ 64.0</u> | <u>\$ 40.9</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, 2024 and 2023

| <i>(in millions)</i>   | 2024       | 2023       |
|--|------------|------------|
| <b>Assets</b>  |            |            |
| Cash and cash equivalents  | \$ 28.4    | \$ 1.6     |
| Restricted cash  | 5.0        | 15.8       |
| Accounts receivable, net   | 55.7       | 53.3       |
| Current portion of notes receivable                                | 0.5        | 0.9        |
| Inventories  | 0.8        | 0.8        |
| Prepaid expenses and other assets                                  | 18.2       | 16.4       |
| Total current assets   | 108.6      | 88.8       |
| Property and equipment, net  | 16.5       | 16.6       |
| Right-of-use asset   | 11.8       | 13.5       |
| Notes receivable, less allowance and current portion               | 1.1        | 2.3        |
| Intangible assets, net   | 1,612.0    | 1,631.4    |
| Other assets   | 1.0        | 0.4        |
| Total assets   | \$ 1,751.0 | \$ 1,753.0 |
| <b>Liabilities and Member's Equity</b>                             |            |            |
| Accounts payable   | \$ 8.4     | \$ 11.7    |
| Accrued payroll and other employee benefits                        | 10.0       | 13.0       |
| Accrued advertising  | 3.3        | 4.0        |
| Accrued interest payable   | 5.3        | 5.3        |
| Deferred revenue   | 1.7        | 1.7        |
| Current portion of operating lease liability                       | 2.5        | 2.4        |
| Current portion of long-term debt                                  | 10.3       | 20.3       |
| Other current liabilities  | 6.1        | 0.9        |
| Total current liabilities  | 47.6       | 59.3       |
| Long-term debt, net of debt issuance costs<br>and current portions | 957.2      | 959.4      |
| Long-term operating lease liability                                | 10.5       | 12.5       |
| Long-term portion of finance lease liability                       | -          | 0.3        |
| Other long-term liabilities  | 5.9        | 4.8        |
| Total liabilities  | 1,021.2    | 1,036.3    |
| Member's equity  | 729.8      | 716.7      |
| Total liabilities and member's equity                              | \$ 1,751.0 | \$ 1,753.0 |

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, 2024, 2023 and 2022

---

| <i>(in millions)</i>                | <b>Member's<br/>Equity</b> |
|-------------------------------------|----------------------------|
| <b>Balance 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>Balance 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>Balance at December 31, 2023</b> | 716.7                      |
| Share based compensation            | 0.5                        |
| Contribution from Member            | 11.0                       |
| Distribution to Member              | (50.5)                     |
| Net income and comprehensive income | <u>52.1</u>                |
| <b>Balance at December 31, 2024</b> | <u>\$ 729.8</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 Cash Flows**  
**Years Ended December 31, 2024, 2023 and 2022**

| <i>(in millions)</i>   | <b>2024</b>    | <b>2023</b>    | <b>2022</b>    |
|--|----------------|----------------|----------------|
| <b>Cash flows from operating activities</b>                                      |                |                |                |
| Net income   | \$ 52.1        | \$ 64.0        | \$ 40.9        |
| Adjustments to reconcile net income to net cash provided by operating activities |                |                |                |
| Depreciation and amortization expense  | 25.6           | 24.7           | 24.3           |
| Impairment charge  | -              | -              | 20.5           |
| Amortization of debt issuance costs  | 2.9            | 2.9            | 2.9            |
| Amortization of operating right of use assets                                    | 1.7            | 1.8            | 1.9            |
| Gain on disposal of fixed asset  | (0.3)          | -              | -              |
| Loss on sale of business   | -              | 4.2            | -              |
| Bad debt expense   | 1.3            | -              | -              |
| Other, net   | -              | 1.6            | -              |
| Share based compensation expense   | 0.5            | 1.0            | 5.1            |
| Changes in operating assets and liabilities                                      |                |                |                |
| Accounts receivable and notes receivable   | (2.1)          | 9.8            | (4.7)          |
| Inventories  | -              | -              | 6.4            |
| Prepaid expenses and other assets  | (2.3)          | (1.3)          | (1.4)          |
| Accounts payable   | (3.3)          | (4.1)          | (2.4)          |
| Deferred revenue   | 1.1            | 1.5            | (0.7)          |
| Operating right of use assets and lease liabilities, net                         | (1.8)          | (1.9)          | (0.5)          |
| Accrued and other current liabilities  | 1.5            | (7.1)          | (9.1)          |
| Net cash provided by operating activities  | <u>76.9</u>    | <u>97.1</u>    | <u>83.2</u>    |
| <b>Cash flows from investing activities</b>                                      |                |                |                |
| Cash paid to acquire property and equipment                                      | (5.5)          | (9.9)          | (3.9)          |
| Cash received from fixed assets disposal   | 0.8            | -              | -              |
| Sale of AmeriSpec and Furniture Medic  | -              | 21.8           | -              |
| Distributor acquisitions   | -              | -              | (47.9)         |
| Cash paid to acquire intangible assets   | (1.2)          | -              | -              |
| Net cash (used in) provided by investing activities                              | <u>(5.9)</u>   | <u>11.9</u>    | <u>(51.8)</u>  |
| <b>Cash flows from financing activities</b>                                      |                |                |                |
| Payments on finance leases   | (0.3)          | -              | -              |
| Borrowings on finance leases   | -              | 0.3            | -              |
| Debt payment   | (45.2)         | (52.0)         | (45.4)         |
| Proceeds from borrowings   | 30.0           | 30.0           | 25.0           |
| Distribution to Member   | (50.5)         | (103.7)        | (38.5)         |
| Contribution from Member   | 11.0           | -              | 0.2            |
| Contribution from Holdings   | -              | -              | 30.0           |
| Distribution to RW Parent  | -              | -              | (2.4)          |
| Net cash used in financing activities  | <u>(55.0)</u>  | <u>(125.4)</u> | <u>(31.1)</u>  |
| Net increase (decrease) in cash, cash equivalents and restricted cash            | 16.0           | (16.4)         | 0.3            |
| <b>Cash, cash equivalents and restricted cash</b>                                |                |                |                |
| Beginning of year  | <u>17.4</u>    | <u>33.8</u>    | <u>33.5</u>    |
| End of year  | <u>\$ 33.4</u> | <u>\$ 17.4</u> | <u>\$ 33.8</u> |
| <b>Supplemental disclosure of cash flow information</b>                          |                |                |                |
| Cash paid for interest   | \$ 31.7        | \$ 31.2        | \$ 32.3        |
| <b>Supplemental information on noncash transactions</b>                          |                |                |                |
| Noncash distribution to member in connection with asset transfers                | \$ -           | \$ 8.1         | \$ -           |
| Noncash contribution from RW Parent  | -              | -              | 5.1            |

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, 2024, 2023 and 2022

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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, 2024, 2023 and 2022

### 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.

|                             | December 31, 2024      |                     |         |
|-----------------------------|------------------------|---------------------|---------|
|                             | Accounts<br>Receivable | Notes<br>Receivable | Total   |
| <i>(in millions)</i>        |                        |                     |         |
| Receivables                 | \$ 58.1                | \$ 2.2              | \$ 60.3 |
| Allowance for credit losses | (2.4)                  | (0.6)               | (3.0)   |
| Receivables, net            | \$ 55.7                | \$ 1.6              | \$ 57.3 |

|                             | December 31, 2023      |                     |         |
|-----------------------------|------------------------|---------------------|---------|
|                             | Accounts<br>Receivable | Notes<br>Receivable | Total   |
| <i>(in millions)</i>        |                        |                     |         |
| Receivables                 | \$ 55.4                | \$ 3.5              | \$ 58.9 |
| Allowance for credit losses | (2.1)                  | (0.3)               | (2.4)   |
| Receivables, net            | \$ 53.3                | \$ 3.2              | \$ 56.5 |

### 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, 2024, 2023 and 2022

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### Property and Equipment and Intangible Assets

Property and equipment consist of the following:

| (in millions)                            | December 31,   |                | Estimated<br>Useful Lives<br>(years) |
|--|----------------|----------------|--------------------------------------|
|  | 2024           | 2023           |                                      |
| Leasehold improvements                   | 2.9            | 2.9            | 1-39                                 |
| Technology and communications            | 18.1           | 14.5           | 2-10                                 |
| Machinery and equipment                  | 4.0            | 4.1            | 5-10                                 |
| Office equipment, furniture and fixtures | 8.6            | 7.8            | 3-17                                 |
| Accumulated depreciation                 | (17.1)         | (12.7)         |                                      |
| Property and equipment, net              | <u>\$ 16.5</u> | <u>\$ 16.6</u> |                                      |

Depreciation expense of property and equipment was \$3.8 million, \$4.0 million and \$4.7 million for the years ended December 31, 2024, 2023 and 2022, respectively. Additionally, the depreciation expense of rental equipment from SRM in the amount of \$1.1 million for the year ended December 31, 2024 was recorded under cost of services rendered in the consolidated statements of operations and comprehensive income.

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, 2024, 2023 and 2022.

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, 2024 and 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

December 31, 2024, 2023 and 2022

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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 6, *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

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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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 \$38.2 million, \$32.9 million and \$19.2 million for the years ended December 31, 2024, 2023 and 2022, respectively. Advertising costs include national advertising fund expenses of \$20.3 million, \$19.0 million and \$18.1 million for the years ended December 31, 2024, 2023 and 2022, respectively, for which there is an equal amount recorded in revenue for the years ended December 31, 2024, 2023 and 2022.

### ***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

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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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 income, primarily within selling 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.

### **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 Member's equity. The Company's other comprehensive income is equal to its net income.

### **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

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

### 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.

| <i>(in millions)</i>                 | Years Ended December 31, |                 |                 |
|--------------------------------------|--------------------------|-----------------|-----------------|
|                                      | 2024                     | 2023            | 2022            |
| <b>Major service line</b>            |                          |                 |                 |
| Royalty fees                         | \$ 175.5                 | \$ 186.8        | \$ 175.7        |
| National accounts and self performed | 94.5                     | 106.7           | 101.4           |
| National advertising fund            | 20.0                     | 19.0            | 18.1            |
| Sales of products                    | 3.0                      | 2.6             | 10.5            |
| Other                                | 51.1                     | 46.1            | 45.7            |
|                                      | <u>\$ 344.1</u>          | <u>\$ 361.2</u> | <u>\$ 351.4</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. The capitalizable cost to obtain a contract were \$0.2 million for the year ended December 31, 2024. The capitalizable cost to obtain a contract were immaterial for the years ended December 31, 2023 and 2022.

#### 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

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

### 4. Intangible Assets

The table below summarizes the intangible asset balances:

| <i>(in millions)</i>               | <b>December 31, 2024</b> |                                     |                   |
|------------------------------------|--------------------------|-------------------------------------|-------------------|
|                                    | <b>Gross</b>             | <b>Accumulated<br/>Amortization</b> | <b>Net</b>        |
| Trade names <sup>(1)</sup>         | \$ 1,459.0               | \$ 0.0                              | \$ 1,459.0        |
| Customer related <sup>(2)(3)</sup> | 179.4                    | (57.3)                              | 122.1             |
| Other <sup>(2)</sup>               | 52.6                     | (21.7)                              | 30.9              |
|                                    | <u>\$ 1,691.0</u>        | <u>\$ (79.0)</u>                    | <u>\$ 1,612.0</u> |

  

| <i>(in millions)</i>            | <b>December 31, 2023</b> |                                     |                   |
|---------------------------------|--------------------------|-------------------------------------|-------------------|
|                                 | <b>Gross</b>             | <b>Accumulated<br/>Amortization</b> | <b>Net</b>        |
| Trade names <sup>(1)</sup>      | \$ 1,459.0               | \$ 0.0                              | \$ 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> |

(1) Trade names are indefinite lived.

(2) These intangible assets are being amortized over the expected period of benefit, with a weighted average life of approximately 8.0 years and 8.9 years for the years ended December 31, 2024 and 2023, respectively. In addition, customer related includes franchise agreement.

(3) In 2024, the Company entered into an agreement in July, 2024 to acquire assets related to Master Franchise Agreement Two Men And A Truck (Canada) for \$1.2 million, which were capitalized into customer related intangible assets.

Amortization expense of \$20.7 million, \$20.7 million and \$19.6 million was recorded for the years ended December 31, 2024, 2023 and 2022, respectively. Amortization expense for 2024 includes \$0.1 million related to a disposal of a franchise branch.

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

| <i>(in millions)</i> | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>2029</b> |
|----------------------|-------------|-------------|-------------|-------------|-------------|
| Amortization expense | \$ 20.7     | \$ 20.0     | \$ 18.9     | \$ 18.9     | \$ 18.5     |

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

### 5. Long-term Debt, Net

Outstanding long-term debt, net consists of the following:

| <i>(in millions)</i>                             | <u>December 31,</u> |                 |
|--|---------------------|-----------------|
|  | <u>2024</u>         | <u>2023</u>     |
| Series 2020 Class A-2-I Notes, due January 2051  | \$ 214.5            | \$ 215.8        |
| Series 2020 Class A-2-II Notes, due January 2051 | 386.4               | 388.4           |
| Series 2020 Class A-1 variable rate notes        | -                   | 10.0            |
| Series 2021 Class A-2-1 Notes, due July 2051     | 142.7               | 143.5           |
| Series 2021 Class A-2-II Notes, due July 2051    | 237.9               | 239.1           |
| Debt issuance costs, net                         | <u>(14.0)</u>       | <u>(17.1)</u>   |
| Total long-term debt, including current portion  | 967.5               | 979.7           |
| Amounts payable within one year                  | <u>(10.3)</u>       | <u>(20.3)</u>   |
| Long-term debt, net                              | <u>\$ 957.2</u>     | <u>\$ 959.4</u> |

Interest expense was \$30.7 million, \$31.6 million and \$32.4 million for all credit facilities described below for the years ended December 31, 2024, 2023 and 2022, 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 of amortization expense for all credit facilities described above for the years ended December 31, 2024, 2023 and 2022, respectively.

### Future Minimum Principal Payments

| <i>(in millions)</i>          | <b>Amount</b>   |
|-------------------------------|-----------------|
| 2025                          | \$ 10.3         |
| 2026                          | 10.3            |
| 2027                          | 10.3            |
| 2028                          | 10.3            |
| 2029                          | 10.3            |
| Thereafter                    | <u>930.0</u>    |
| Total future minimum payments | <u>\$ 981.5</u> |

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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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 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.

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

---

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 \$10.5 million \$9.8 million and \$10.6 million as of December 31, 2024, 2023 and 2022, 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 6, 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 6, Long-term Debt, net). As of December 31, 2024, no amounts were outstanding under the letter of credit.

The Company also has a letter of credit in the amount of \$6.6 million as of December 31, 2024, associated with a captive insurance program within TMTI. As of December 31, 2024, 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

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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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, 2024, 2023 and 2022, no assets were recorded under finance leases. The operating lease cost component of lease expense was \$3.9 million, \$3.6 million and \$2.3 million for the years ended December 31, 2024, 2023 and 2022, 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>2024</b>                     | <b>2023</b> | <b>2022</b> |
| <b>ROU assets obtained in exchange for lease obligations</b>   |                                 |             |             |
| Operating leases   | \$ 0.2                          | \$ 2.3      | \$ -        |
| <b>Weighted average remaining lease term <i>(in years)</i></b> |                                 |             |             |
| Operating leases   | 6.7 years                       | 7.4 years   | 8.5 years   |
| <b>Weighted average discount rate</b>                          |                                 |             |             |
| Operating leases   | 3.20 %                          | 3.17 %      | 3.17 %      |

As of December 31, 2024, there was no finance leases included within current portion of finance lease liability and long-term portion of finance lease liability on the consolidated statements of financial position. As of December 31, 2023, there was no finance leases included within current portion of finance lease liability, and \$0.3 million of finance leases included within long-term portion of finance lease liability on consolidated statements of financial position. As of December 31, 2024 and 2023, there was \$2.5 million and \$2.4 million of operating leases included within current portion of lease liability, and \$10.5 million and \$12.5 million within long-term portion of lease liability, respectively, on the consolidated statements of financial position.

Future minimum lease payments under noncancellable leases as of December 31, 2024 were as follows:

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

| <i>(in millions)</i>                | <b>Operating<br/>Leases</b> |
|-------------------------------------|-----------------------------|
| <b>Year ending December 31,</b>     |                             |
| 2025                                | \$ 2.6                      |
| 2026                                | 2.6                         |
| 2027                                | 2.7                         |
| 2028                                | 2.6                         |
| 2029                                | 0.6                         |
| Thereafter                          | <u>3.3</u>                  |
| Total future minimum lease payments | 14.4                        |
| Less: Imputed interest              | <u>(1.4)</u>                |
|                                     | <u>\$ 13.0</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 \$2.7 million, \$2.9 million and \$3.0 million for the years ended December 31, 2024, 2023 and 2022, 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.

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.

## ServiceMaster OpCo Holdings, LLC and Subsidiaries

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

### Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

As of December 31, 2024, 2023 and 2022, 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.

|  | Profits<br>Interest Time<br>Units | Profits<br>Interest<br>Performance<br>Units |
|--|-----------------------------------|---|
| <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>December 31, 2023</b>                 | 27,021                            | 22,733                                      |
| Granted                                  | 3,330                             | 3,329                                       |
| Exercised                                | (30)                              | -   |
| Forfeited                                | (7,933)                           | (12,192)                                    |
| <b>End of Period – December 31, 2024</b> | 22,388                            | 13,870                                      |
| <b>Vested</b>                            | 13,357                            | -   |

The Company recognized \$0.5 million, \$1.0 million and \$5.1 million in compensation expense in selling and administrative expenses in the consolidated statements of operations and comprehensive income for the Time-Vesting Units for the year ended December 31, 2024, 2023 and 2022, respectively, and is included in the consolidated statements of financial position in Members' Equity. As of December 31, 2024, no compensation expense for the Profits Interest Performance Units was recognized given that none of the performance criteria were met or probable.

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, |             |             |
|--|--------------------------|-------------|-------------|
|  | 2024                     | 2023        | 2022        |
| Risk-free interest rate range                    | 3.59%-4.71%              | 0.03%-4.92% | (1.6)%–1.9% |
| Expected volatility                              | 28.3 %                   | 26.9 %      | 28.2 %      |
| Weighted-average expected option life (in years) | 6.4 years                | 5.2 years   | 5.0 years   |
| Weighted-average grant-date fair value           | \$ 510.12                | \$ 482.00   | \$ 317.00   |
| Dividend yield                                   | 0.0 %                    | 0.0 %       | 0.0 %       |

The remaining unrecognized compensation expense for these awards were \$8.7 million, \$13.1 million and \$19.7 million as of December 31, 2024, 2023 and 2022, respectively.

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

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

## **Notes to Consolidated Financial Statements**

**December 31, 2024, 2023 and 2022**

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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. Subsequent Events**

The Company evaluated subsequent events from December 31, 2024 through May 12, 2025 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.

# **ServiceMaster Systems, LLC and Subsidiaries**

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

**Consolidated Financial Statements**

**December 31, 2024 and 2023 and for the three years  
ended December 31, 2024**

**ServiceMaster Systems, LLC and Subsidiaries**

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

**Index**

**December 31, 2024 and 2023 and for the three years ended December 31, 2024**

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|   | <b>Page(s)</b> |
|---|----------------|
| <b>Report of Independent Auditors</b> .....             | 1-2            |
| <b>Consolidated Financial Statements</b>                |                |
| Statements of Operations and Comprehensive Income ..... | 3              |
| Statements of Financial Position .....                  | 4              |
| Statements of Member's Equity .....                     | 5              |
| Statements of Cash Flows .....                          | 6              |
| Notes to Financial Statements .....                     | 7-16           |



## **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, 2024 and 2023, and the related consolidated statements of operations and comprehensive income, of member’s equity, and of cash flows for the three years then ended December 31, 2024, 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, 2024 and 2023, and the results of its operations and its cash flows for the three years then ended December 31, 2024 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.

### ***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  
May 12, 2025

**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, 2024, 2023 and 2022**

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| <i>(in millions)</i>                   | <b>2024</b>     | <b>2023</b>     | <b>2022</b>     |
|--|-----------------|-----------------|-----------------|
| Revenue                                | <u>\$ 325.2</u> | <u>\$ 344.7</u> | <u>\$ 350.6</u> |
| Cost of services rendered              | 89.5            | 107.2           | 127.7           |
| Selling and administrative expenses    | 97.5            | 84.8            | 73.6            |
| Depreciation and amortization expenses | 22.8            | 23.0            | 22.2            |
| Impairment charge                      | <u>-</u>        | <u>-</u>        | <u>20.5</u>     |
| Operating expenses                     | <u>209.8</u>    | <u>215.0</u>    | <u>244.0</u>    |
| Operating income                       | 115.4           | 129.7           | 106.6           |
| Other expense                          | <u>2.0</u>      | <u>2.0</u>      | <u>1.8</u>      |
| Net income and comprehensive income    | <u>\$ 113.4</u> | <u>\$ 127.7</u> | <u>\$ 104.8</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, 2024 and 2023

| <i>(in millions)</i>                         | 2024       | 2023       |
|--|------------|------------|
| <b>Assets</b>                                |            |            |
| Accounts receivable, less allowance          | \$ 56.4    | \$ 53.2    |
| Inventories                                  | 0.8        | 0.8        |
| Prepaid expenses and other assets            | 3.0        | 3.2        |
| Total current assets                         | 60.2       | 57.2       |
| Property and equipment, net                  | 11.1       | 10.9       |
| Right-of-use asset                           | 1.6        | 2.0        |
| Notes receivable                             | -          | 0.1        |
| Intangible assets, net                       | 1,612.0    | 1,631.4    |
| Other assets                                 | 0.7        | 0.3        |
| Total assets                                 | \$ 1,685.6 | \$ 1,701.9 |
| <b>Liabilities and Member's Equity</b>       |            |            |
| Accounts payable                             | \$ 7.1     | \$ 8.4     |
| Accrued advertising                          | 3.3        | 4.0        |
| Payroll and other employee benefits          | 8.6        | 9.4        |
| Deferred revenue                             | 1.7        | 1.7        |
| Current portion of lease liability           | 0.4        | 0.4        |
| Other current liabilities                    | 11.6       | 6.3        |
| Total current liabilities                    | 32.7       | 30.2       |
| Long-term lease liability                    | 1.3        | 1.7        |
| Long-term portion of finance lease liability | -          | 0.3        |
| Other long-term liabilities                  | 5.9        | 4.8        |
| Total liabilities                            | 39.9       | 37.0       |
| Member's equity                              | 1,645.7    | 1,664.9    |
| Total liabilities and member's equity        | \$ 1,685.6 | \$ 1,701.9 |

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, 2024, 2023 and 2022

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| <i>(in millions)</i>                 | <b>Member's<br/>Equity</b> |
|--------------------------------------|----------------------------|
| <b>Balances at December 31, 2021</b> | \$ 1,699.1                 |
| Distribution to Member               | (88.8)                     |
| Net income and comprehensive income  | 104.8                      |
|                                      | <hr/>                      |
| <b>Balances at December 31, 2022</b> | 1,715.1                    |
| Distribution to Member               | (177.9)                    |
| Net income and comprehensive income  | 127.7                      |
|                                      | <hr/>                      |
| <b>Balances at December 31, 2023</b> | 1,664.9                    |
| Distribution to Member               | (132.6)                    |
| Net income and comprehensive income  | 113.4                      |
|                                      | <hr/>                      |
| <b>Balances at December 31, 2024</b> | <b>\$ 1,645.7</b>          |

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, 2024, 2023 and 2022**

| <i>(in millions)</i>   | <b>2024</b>    | <b>2023</b>    | <b>2022</b>   |
|--|----------------|----------------|---------------|
| <b>Cash flows from operating activities</b>                                      |                |                |               |
| Net income   | \$ 113.4       | \$ 127.7       | \$ 104.8      |
| Adjustments to reconcile net income to net cash provided by operating activities |                |                |               |
| Depreciation and amortization expense  | 23.9           | 23.0           | 22.2          |
| Impairment charge  | -              | -              | 20.5          |
| Amortization of operating right of use assets                                    | 0.4            | 0.3            | -             |
| Gain on disposal of fixed assets   | (0.3)          | -              | -             |
| Bad debt expense   | 0.9            | (0.1)          | -             |
| Other, net   | -              | 1.6            | -             |
| Changes in operating assets and liabilities                                      |                |                |               |
| Accounts receivable and notes receivable   | (4.0)          | 8.1            | (8.6)         |
| Inventories  | -              | -              | 6.4           |
| Prepaid expenses and other assets  | (0.2)          | (1.1)          | 0.8           |
| Accounts payable   | (1.4)          | (6.2)          | (0.9)         |
| Deferred revenue   | 1.1            | 1.5            | (0.7)         |
| Operating right of use assets and lease liabilities, net                         | (0.4)          | (0.2)          | 0.4           |
| Operating lease liability  | -              | -              | (0.4)         |
| Accrued and other current liabilities  | 3.9            | (1.6)          | (8.1)         |
| Net cash provided by operating activities  | <u>137.3</u>   | <u>153.0</u>   | <u>136.4</u>  |
| <b>Cash flows from investing activities</b>                                      |                |                |               |
| Cash received from property and equipment disposal                               | 0.8            | -              | -             |
| Cash paid to acquire property and equipment                                      | (4.0)          | (8.8)          | 0.4           |
| Cash paid to acquire intangible assets   | (1.2)          | -              | -             |
| Distributor acquisitions   | -              | -              | (47.9)        |
| Net cash used in investing activities  | <u>(4.4)</u>   | <u>(8.8)</u>   | <u>(47.5)</u> |
| <b>Cash flows from financing activities</b>                                      |                |                |               |
| Payments of finance leases   | (0.3)          | -              | -             |
| Borrowings on finance leases   | -              | 0.3            | -             |
| Debt payment   | -              | -              | (0.1)         |
| Distribution to members  | (132.6)        | (144.5)        | (88.8)        |
| Net cash used in financing activities  | <u>(132.9)</u> | <u>(144.2)</u> | <u>(88.9)</u> |
| Net increase in cash and cash equivalents  | -              | -              | -             |
| <b>Cash and cash equivalents</b>   |                |                |               |
| Beginning of year  | -              | -              | -             |
| End of year  | <u>\$ -</u>    | <u>\$ -</u>    | <u>\$ -</u>   |
| <b>Noncash investing and financing activities</b>                                |                |                |               |
| Noncash distribution to members in connection with asset transfers               | \$ -           | \$ 33.4        | \$ -          |

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, 2024, 2023 and 2022

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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. 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, and 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 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.

# ServiceMaster Systems, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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.

|                                   | <b>December 31,<br/>2024</b>   |
|-----------------------------------|--------------------------------|
|                                   | <b>Accounts<br/>Receivable</b> |
| <i>(in millions)</i>              |                                |
| Receivables                       | \$ 58.8                        |
| Less: Allowance for credit losses | (2.4)                          |
| Receivables, net                  | <u>\$ 56.4</u>                 |

|                                   | <b>December 31, 2023</b>       |                             |                |
|-----------------------------------|--------------------------------|-----------------------------|----------------|
|                                   | <b>Accounts<br/>Receivable</b> | <b>Notes<br/>Receivable</b> | <b>Total</b>   |
| <i>(in millions)</i>              |                                |                             |                |
| Receivables                       | \$ 55.3                        | \$ 0.1                      | \$ 55.4        |
| Less: Allowance for credit losses | (2.1)                          | -                           | (2.1)          |
| Receivables, net                  | <u>\$ 53.2</u>                 | <u>\$ 0.1</u>               | <u>\$ 53.3</u> |

### 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:

|  | <b>December 31,</b> |                | <b>Estimated<br/>Useful Lives</b> |
|--|---------------------|----------------|-----------------------------------|
| <i>(in millions)</i>                     | <b>2024</b>         | <b>2023</b>    | <b>(years)</b>                    |
| Leasehold improvements                   | 1.2                 | 1.2            | 1–39                              |
| Technology and communications            | 7.4                 | 5.2            | 2–10                              |
| Machinery and equipment                  | 4.0                 | 4.1            | 5–10                              |
| Office equipment, furniture and fixtures | 8.0                 | 7.3            | 3–17                              |
| Accumulated depreciation                 | (9.5)               | (6.9)          |                                   |
| Property and equipment, net              | <u>\$ 11.1</u>      | <u>\$ 10.9</u> |                                   |

Depreciation expense of property and equipment was \$2.1 million, \$2.3 million and \$2.6 million for the years ended December 31, 2024, 2023 and 2022, respectively. Additionally, the depreciation expense of rental equipment from SRM in the amount of \$1.1 million for the year ended December 31, 2024 was recorded under cost of services rendered in the consolidated statements of operations and comprehensive income.

# ServiceMaster Systems, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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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, 2024, 2023 and 2022.

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, 2024 and 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.

### 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, 2024, 2023 and 2022

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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.

### **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.

#### ***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.

# ServiceMaster Systems, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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### **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 \$21.8 million, \$19.8 million and \$19.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. Advertising costs include national advertising fund expenses of \$20.3 million and \$19.0 million and \$18.1 million for the years ended December 31, 2024, 2023 and 2022, respectively, for which expenses were higher than revenue recorded due to an overspend for the years ended December 31, 2024, 2023 and 2022.

### **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 Member's 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.

## **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.

| <i>(in millions)</i>                 | <b>Years Ended December 31,</b> |                 |                 |
|--------------------------------------|---------------------------------|-----------------|-----------------|
|                                      | <b>2024</b>                     | <b>2023</b>     | <b>2022</b>     |
| <b>Major service line</b>            |                                 |                 |                 |
| Royalty fees                         | \$ 175.5                        | \$ 186.8        | \$ 175.7        |
| National accounts and self performed | 94.5                            | 106.7           | 101.4           |
| National advertising fund            | 20.0                            | 19.0            | 18.1            |
| Sales of products                    | 3.0                             | 2.6             | 10.5            |
| Other                                | 32.2                            | 29.6            | 44.9            |
|                                      | <b>\$ 325.2</b>                 | <b>\$ 344.7</b> | <b>\$ 350.6</b> |

# **ServiceMaster Systems, LLC and Subsidiaries**

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

## **Notes to Consolidated Financial Statements**

**December 31, 2024, 2023 and 2022**

---

### **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. The capitalizable cost to obtain a contract were \$0.2 million for the year ended December 31, 2024. The capitalizable cost to obtain a contract were immaterial for the years ended December 31, 2023 and 2022.

### **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, 2024, 2023 and 2022

### 4. Intangible Assets

The table below summarizes the intangible asset balances:

| <i>(in millions)</i>               | <b>December 31, 2024</b> |                                     |                   |
|------------------------------------|--------------------------|-------------------------------------|-------------------|
|                                    | <b>Gross</b>             | <b>Accumulated<br/>Amortization</b> | <b>Net</b>        |
| Trade names <sup>(1)</sup>         | \$ 1,459.0               | \$ -                                | \$ 1,459.0        |
| Customer related <sup>(2)(3)</sup> | 179.4                    | (57.3)                              | 122.1             |
| Other <sup>(2)</sup>               | 52.6                     | (21.7)                              | 30.9              |
|                                    | <u>\$ 1,691.0</u>        | <u>\$ (79.0)</u>                    | <u>\$ 1,612.0</u> |

  

| <i>(in millions)</i>            | <b>December 31, 2023</b> |                                     |                   |
|---------------------------------|--------------------------|-------------------------------------|-------------------|
|                                 | <b>Gross</b>             | <b>Accumulated<br/>Amortization</b> | <b>Net</b>        |
| 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> |

(1) Trade names are indefinite lived.

(2) These intangible assets are being amortized over the expected period of benefit, with a weighted average life of approximately 8.0 years and 8.9 years for the years ended December 31, 2024 and 2023, respectively. In addition, customer related includes franchise agreement.

(3) In 2024, the Company entered into an agreement in July, 2024 to acquire assets related to Master Franchise Agreement Two Men And A Truck (Canada) for \$1.2 million, which were capitalized into customer related intangible assets.

Amortization expense of \$20.7 million, \$20.7 million and \$19.6 million was recorded for the years ended December 31, 2024, 2023 and 2022, respectively. Amortization expense for 2024 includes \$0.1 million related to a disposal of a franchise branch.

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

| <i>(in millions)</i> | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>2029</b> |
|----------------------|-------------|-------------|-------------|-------------|-------------|
| Amortization expense | \$ 20.7     | \$ 20.0     | \$ 18.9     | \$ 18.9     | \$ 18.5     |

## ServiceMaster Systems, LLC and Subsidiaries

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

### Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

#### 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, 2024 and 2023:

| <i>(in millions)</i>                                | <b>December 31,</b> |                 |
|---|---------------------|-----------------|
|   | <b>2024</b>         | <b>2023</b>     |
| Series 2020 Class A-2-I Notes,<br>due January 2051  | \$ 214.5            | \$ 215.8        |
| Series 2020 Class A-2-II Notes,<br>due January 2051 | 386.4               | 388.4           |
| Series 2020 Class A-1 variable rate notes           | -                   | 10.0            |
| Series 2021 Class A-2-1 Notes,<br>due July 2051     | 142.7               | 143.5           |
| Series 2021 Class A-2-II Notes,<br>due July 2051    | 237.9               | 239.1           |
| Debt issuance costs, net                            | <u>(14.0)</u>       | <u>(17.0)</u>   |
| Total long-term debt, including<br>current portion  | 967.5               | 979.8           |
| Amounts payable within one year                     | <u>(10.3)</u>       | <u>(20.3)</u>   |
| Long-term debt, net                                 | <u>\$ 957.2</u>     | <u>\$ 959.5</u> |

#### Future Minimum Principal Payments

| <i>(in millions)</i>          | <b>Amount</b>   |
|-------------------------------|-----------------|
| 2025                          | \$ 10.3         |
| 2026                          | 10.3            |
| 2027                          | 10.3            |
| 2028                          | 10.3            |
| 2029                          | 10.3            |
| Thereafter                    | <u>930.0</u>    |
| Total future minimum payments | <u>\$ 981.5</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")

# ServiceMaster Systems, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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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 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

# ServiceMaster Systems, LLC and Subsidiaries

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

## Notes to Consolidated Financial Statements

December 31, 2024, 2023 and 2022

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Repayment Date, subject to a fall-away provision if the senior leverage ratio is less than a specified threshold on any quarterly test date.

### 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, 2024, 2023 and 2022 the Management fee was \$35.8 million, \$31.8 million and \$29.2 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, 2024, 2023 and 2022 the license fee for Canada Limited was \$5.7 million, \$5.7 million and \$5.3 million; the license fee for UK Limited was \$0.8 million, \$0.7 million and \$0.3 million, respectively.

### 8. Subsequent Events

The Company evaluated subsequent events from December 31, 2024 through May 12, 2025 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  
For the three and six months ended June 30, 2025 and 2024

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

## Index

June 30, 2025 and 2024

---

|  | <b>Page(s)</b>    |
|--|-------------------|
| <b>(Unaudited) Condensed Consolidated Financial Statements</b> |                   |
| (Unaudited) Statements of Operations and Comprehensive Income  | <a href="#">1</a> |
| (Unaudited) Statements of Financial Position                   | <a href="#">2</a> |
| (Unaudited) Statements of Member's Equity                      | <a href="#">3</a> |
| (Unaudited) Statements of Cash Flows                           | <a href="#">4</a> |

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

| <i>(in millions)</i>                       | Three months ended |                | Six months ended |                 |
|--|--------------------|----------------|------------------|-----------------|
|  | June 30,           |                | June 30,         |                 |
|  | 2025               | 2024           | 2025             | 2024            |
| <b>Revenue</b>                             | <b>\$ 91.8</b>     | <b>\$ 87.9</b> | <b>\$ 178.5</b>  | <b>\$ 168.4</b> |
| Cost of services rendered                  | 34.5               | 21.7           | 65.7             | 45.7            |
| Selling and administrative expenses        | 20.4               | 35.6           | 43.8             | 69.5            |
| Depreciation and amortization expenses     | 6.4                | 6.4            | 12.7             | 12.6            |
| Operating expenses                         | 61.3               | 63.7           | 122.2            | 127.8           |
| <b>Operating income</b>                    | <b>30.5</b>        | <b>24.2</b>    | <b>56.3</b>      | <b>40.6</b>     |
| Interest expense                           | 8.1                | 8.5            | 16.3             | 17.0            |
| Other expense                              | 0.7                | 0.4            | 1.3              | 0.7             |
| <b>Net income and comprehensive income</b> | <b>\$ 21.7</b>     | <b>\$ 15.3</b> | <b>\$ 38.7</b>   | <b>\$ 22.9</b>  |

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

| <i>(in millions)</i>  | As at<br>June 30,<br>2025 | As at<br>December 31,<br>2024 |
|---|---------------------------|-------------------------------|
| <b>Assets</b>   |                           |                               |
| Cash and cash equivalents                                       | \$ 35.6                   | \$ 28.4                       |
| Restricted cash   | 8.0                       | 5.0                           |
| Accounts receivable, net  | 58.9                      | 55.7                          |
| Current portion of notes receivable                             | 1.9                       | 0.5                           |
| Inventories   | 0.8                       | 0.8                           |
| Prepaid expenses and other assets                               | 17.4                      | 18.2                          |
| <b>Total current assets</b>                                     | <b>122.6</b>              | <b>108.6</b>                  |
| Property and equipment, net                                     | 15.6                      | 16.5                          |
| Right-of-use asset, net   | 10.9                      | 11.8                          |
| Notes receivable, less allowance and current portion            | 0.8                       | 1.1                           |
| Intangible assets, net  | 1,601.6                   | 1,612.0                       |
| Other assets  | 0.9                       | 1.0                           |
| <b>Total assets</b>   | <b>\$ 1,752.4</b>         | <b>\$ 1,751.0</b>             |
| <b>Liabilities and Member's Equity</b>                          |                           |                               |
| Accounts payable  | \$ 9.5                    | \$ 8.4                        |
| Accrued payroll and other employee benefits                     | 12.2                      | 10.0                          |
| Accrued advertising   | 3.3                       | 3.3                           |
| Accrued interest payable  | 5.2                       | 5.3                           |
| Deferred revenue  | 1.8                       | 1.7                           |
| Current portion of operating lease liability                    | 2.6                       | 2.5                           |
| Current portion of long-term debt                               | 10.4                      | 10.3                          |
| Other current liabilities                                       | 2.1                       | 6.1                           |
| <b>Total current liabilities</b>                                | <b>47.1</b>               | <b>47.6</b>                   |
| Long-term debt, net of debt issuance costs and current portions | 956.4                     | 957.2                         |
| Long-term operating lease liability                             | 9.3                       | 10.5                          |
| Other long-term liabilities                                     | 6.0                       | 5.9                           |
| <b>Total liabilities</b>  | <b>1,018.8</b>            | <b>1,021.2</b>                |
| Member's equity   | 733.6                     | 729.8                         |
| <b>Total liabilities and member's equity</b>                    | <b>\$ 1,752.4</b>         | <b>\$ 1,751.0</b>             |

**ServiceMaster OpCo Holdings, LLC and Subsidiaries**  
**(Unaudited) Condensed Consolidated Statements of Member's Equity**

| <i>(in millions)</i>                 | <b>Member's<br/>Equity</b> |
|--------------------------------------|----------------------------|
| <b>Balances at December 31, 2023</b> | <b>\$ 716.7</b>            |
| Share based compensation             | 0.3                        |
| Contribution from Member             | 8.2                        |
| Distribution to Member               | (27.3)                     |
| Net income and comprehensive income  | 22.9                       |
| <b>Balances at June 30, 2024</b>     | <b>720.8</b>               |
| <b>Balances at December 31, 2024</b> | <b>729.8</b>               |
| Share based compensation             | 0.5                        |
| Contribution from Member             | 1.2                        |
| Distribution to Member               | (36.6)                     |
| Net income and comprehensive income  | 38.7                       |
| <b>Balances at June 30, 2025</b>     | <b>\$ 733.6</b>            |

# ServiceMaster OpCo Holdings, LLC and Subsidiaries

## (Unaudited) Condensed Consolidated Statements of Cash Flows

| <i>(in millions)</i>   | Six months ended<br>June 30, |                |
|--|------------------------------|----------------|
|  | 2025                         | 2024           |
| <b>Cash flows from operating activities</b>                                      |                              |                |
| Net income   | \$ 38.7                      | \$ 22.9        |
| Adjustments to reconcile net income to net cash provided by operating activities |                              |                |
| Depreciation and amortization expense  | 13.2                         | 12.6           |
| Amortization of debt issuance costs  | 1.5                          | 1.5            |
| Amortization of operating right of use assets                                    | 1.0                          | 0.7            |
| Gain on disposal of fixed asset  | (0.1)                        | (0.3)          |
| Bad debt benefit   | (0.3)                        | —              |
| Share based compensation expense   | 0.5                          | 0.3            |
| Changes in operating assets and liabilities                                      |                              |                |
| Accounts receivable and notes receivable   | (3.9)                        | 2.4            |
| Prepaid expenses and other assets  | 0.7                          | (1.4)          |
| Accounts payable   | 1.1                          | (3.6)          |
| Deferred revenue   | 0.2                          | 1.6            |
| Operating right of use assets and lease liabilities, net                         | (1.1)                        | (0.8)          |
| Accrued and other current liabilities  | (1.8)                        | (1.3)          |
| <b>Net cash provided by operating activities</b>                                 | <b>49.7</b>                  | <b>34.6</b>    |
| <b>Cash flows from investing activities</b>                                      |                              |                |
| Cash paid to acquire property and equipment                                      | (2.1)                        | (2.4)          |
| Cash received from fixed assets disposal   | 0.3                          | 0.9            |
| <b>Net cash used in investing activities</b>                                     | <b>(1.8)</b>                 | <b>(1.5)</b>   |
| <b>Cash flows from financing activities</b>                                      |                              |                |
| Payments on finance leases   | —                            | (0.3)          |
| Debt payment   | (2.6)                        | (37.7)         |
| Proceeds from borrowings   | 0.3                          | 30.0           |
| Distribution to Member   | (36.6)                       | (27.3)         |
| Contribution from Member   | 1.2                          | 8.2            |
| <b>Net cash used in financing activities</b>                                     | <b>(37.7)</b>                | <b>(27.1)</b>  |
| Net increase in cash, cash equivalents and restricted cash                       | 10.2                         | 6.0            |
| <b>Cash, cash equivalents and restricted cash</b>                                |                              |                |
| Beginning of period  | 33.4                         | 17.4           |
| End of period  | <b>\$ 43.6</b>               | <b>\$ 23.4</b> |

# **ServiceMaster Systems, LLC and Subsidiaries**

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

(Unaudited) Condensed Consolidated Financial Information

For the three and six months ended June 30, 2025 and 2024

# ServiceMaster Systems, LLC and Subsidiaries

## Index

June 30, 2025 and 2024

---

|  | Page(s)           |
|--|-------------------|
| <b>(Unaudited) Condensed Consolidated Financial Statements</b> |                   |
| (Unaudited) Statements of Operations and Comprehensive Income  | <a href="#">1</a> |
| (Unaudited) Statements of Financial Position                   | <a href="#">2</a> |

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

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| <i>(in millions)</i>                       | Three months ended |                | Six Months Ended |                 |
|--|--------------------|----------------|------------------|-----------------|
|  | June 30,           |                | June 30,         |                 |
|  | 2025               | 2024           | 2025             | 2024            |
| <b>Revenue</b>                             | <b>\$ 91.5</b>     | <b>\$ 82.5</b> | <b>\$ 175.7</b>  | <b>\$ 158.9</b> |
| Cost of services rendered                  | 24.8               | 19.0           | 47.8             | 40.7            |
| Selling and administrative expenses        | 15.3               | 25.2           | 31.0             | 50.8            |
| Depreciation and amortization expenses     | 6.1                | 6.0            | 11.9             | 11.8            |
| Operating expenses                         | 46.2               | 50.2           | 90.7             | 103.3           |
| <b>Operating income</b>                    | <b>45.3</b>        | <b>32.3</b>    | <b>85.0</b>      | <b>55.6</b>     |
| Other expense                              | 0.6                | 0.3            | 1.1              | 0.8             |
| <b>Net income and comprehensive income</b> | <b>\$ 44.7</b>     | <b>\$ 32.0</b> | <b>\$ 83.9</b>   | <b>\$ 54.8</b>  |

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

| <i>(in millions)</i>  | As at<br>June 30,<br>2025 | As at<br>December 31,<br>2024 |
|---|---------------------------|-------------------------------|
| <b>Assets</b>   |                           |                               |
| Accounts receivable, net  | \$ 59.1                   | \$ 56.4                       |
| Inventories   | 0.8                       | 0.8                           |
| Prepaid expenses and other assets                               | 2.4                       | 3.0                           |
| <b>Total current assets</b>                                     | <b>62.3</b>               | <b>60.2</b>                   |
| Property and equipment, net                                     | 9.7                       | 11.1                          |
| Right-of-use asset, net   | 1.4                       | 1.6                           |
| Intangible assets, net  | 1,601.6                   | 1,612.0                       |
| Other assets  | 0.8                       | 0.7                           |
| <b>Total assets</b>   | <b>\$ 1,675.8</b>         | <b>\$ 1,685.6</b>             |
| <b>Liabilities and Member's Equity</b>                          |                           |                               |
| Accounts payable  | \$ 6.8                    | \$ 7.1                        |
| Accrued advertising   | 5.9                       | 3.3                           |
| Accrued payroll and other employee benefits                     | 7.7                       | 8.6                           |
| Deferred revenue  | 1.8                       | 1.7                           |
| Current portion of operating lease liability                    | 0.4                       | 0.4                           |
| Other current liabilities                                       | 9.5                       | 11.6                          |
| <b>Total current liabilities</b>                                | <b>32.1</b>               | <b>32.7</b>                   |
| Long-term debt, net of debt issuance costs and current portions | 0.3                       | —                             |
| Long-term operating lease liability                             | 1.1                       | 1.3                           |
| Other long-term liabilities                                     | 6.0                       | 5.9                           |
| <b>Total liabilities</b>  | <b>39.5</b>               | <b>39.9</b>                   |
| Member's equity   | 1,636.3                   | 1,645.7                       |
| <b>Total liabilities and member's equity</b>                    | <b>\$ 1,675.8</b>         | <b>\$ 1,685.6</b>             |

**Exhibit C to the FDD**

**STATE FRANCHISE ADMINISTRATORS AND  
AGENTS FOR SERVICE OF PROCESS**

**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<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013<br>(213) 576-7500 or (866) 275-2677              | Commissioner of Financial Protection and Innovation<br>320 West 4 <sup>th</sup> Street, Suite 750<br>Los Angeles, California 90013                   |
| HAWAII       | Department of Commerce and Consumer Affairs<br>Business Registration Division<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813<br>(808) 586-2744                   | Commissioner of Securities<br>Business Registration Division<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813                                  |
| ILLINOIS     | Franchise Bureau<br>Office of the Attorney General<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465   | Illinois Attorney General<br>500 South Second Street<br>Springfield, Illinois 62706  |
| INDIANA      | Indiana Securities Division<br>Secretary of State<br>Room E-111<br>302 West Washington Street<br>Indianapolis, IN 46204<br>(317) 232-6681                                | Indiana Secretary of State<br>Room E-111<br>302 West Washington Street<br>Indianapolis, IN 46204   |
| MARYLAND     | Office of the Attorney General<br>Maryland Division of Securities<br>200 St. Paul Place<br>Baltimore, MD 21202<br>(410) 576-7042   | Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, MD 21202  |
| MICHIGAN     | Michigan Department of Attorney General<br>Consumer Protection Division<br>525 West Ottawa Street<br>Williams Building, 6th Floor<br>Lansing, MI 48933<br>(517) 335-7567 | Michigan Department of Commerce<br>Corporations and Securities Bureau<br>525 West Ottawa Street<br>Williams Building, 6th Floor<br>Lansing, MI 48933 |
| MINNESOTA    | Minnesota Department of Commerce<br>Securities-Franchise Registration<br>85 7th Place East<br>Suite 280<br>St. Paul, MN 55101-2198<br>(651) 539-1500                     | Minnesota Commissioner of Commerce<br>85 7th Place East<br>Suite 280<br>St. Paul, MN 55101-2198  |
| NEW YORK     | NYS Department of Law<br>Bureau of Investor Protection and Securities<br>28 Liberty Street, 21st Floor<br>New York, NY 10005<br>(212) 416-8236                           | Secretary of State of New York<br>One Commerce Plaza<br>99 Washington Avenue<br>Albany, NY 12231   |

| STATE        | STATE ADMINISTRATOR   | AGENT FOR SERVICE OF PROCESS  |
|--------------|---|---|
| NORTH DAKOTA | North Dakota Securities Department<br>600 East Boulevard Ave.<br>State Capitol, Fourteenth Floor, Dept. 414<br>Bismarck, ND 58505-0510<br>(701) 328-4712            | North Dakota Securities Commissioner<br>600 East Boulevard Ave.<br>State Capitol, Fourteenth Floor, Dept. 414<br>Bismarck, ND 58505-0510                          |
| RHODE ISLAND | Securities Division<br>Department of Business Regulations<br>1511 Pontiac Avenue<br>Cranston, RI 02920<br>(401) 462-9585  | Director of Business Regulation<br>1511 Pontiac Avenue<br>Cranston, RI 02920  |
| SOUTH DAKOTA | South Dakota Department of Labor and Regulation<br>Division of Insurance<br>Securities Regulation<br>124 S. Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-3563 | Director of the Division of Insurance<br>South Dakota Department of Labor and Regulation<br>Division of Insurance<br>124 S. Euclid, Suite 104<br>Pierre, SD 57501 |
| VIRGINIA     | State Corporation Commission<br>Tyler Building, Ninth Floor<br>1300 E. Main Street<br>Richmond, VA 23219<br>(804) 371-9051  | Clerk, Virginia State Corporation Commission<br>Tyler Building, Ninth Floor<br>1300 E. Main Street<br>Richmond, VA 23219  |
| WASHINGTON   | Department of Financial Institutions<br>Securities Division<br>P. O. Box 41200<br>Olympia, Washington 98504-1200<br>(360) 902-8760                                  | Director of Financial Institutions<br>150 Israel Road SW<br>Tumwater, WA 98501  |
| WISCONSIN    | Division of Securities<br>Department of Financial Institutions<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705<br>(608) 266-9555                 | Administrator, Division of Securities<br>Department of Financial Institutions<br>4822 Madison Yards Way, North Tower<br>Madison, Wisconsin 53705                  |

**Exhibit D to the FDD**

**LIST OF FRANCHISEES**

**LIST OF FRANCHISEES  
AS OF DECEMBER 31, 2024**

| <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 |
| 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 |
| Jason Sharp                                       | 2518 Elliott Avenue SW             | Huntsville   | AL           | (256) 881-8806 |
| Christopher Hirst                                 | 4325 Midmost Drive                 | Mobile       | AL           | (251) 342-9520 |
| Christopher Hirst                                 | 4325 Midmost Drive                 | Mobile       | AL           | (251) 342-9520 |
| Marty Smith                                       | 301 N. Shackelford Road            | Little Rock  | AR           | (501) 221-2212 |
| Marty Smith                                       | 301 N. Shackelford Road            | Little Rock  | AR           | (501) 221-2212 |
| Marty Smith                                       | 301 N. Shackelford Road            | Little Rock  | AR           | (501) 221-2212 |
| Jarod Stuart, Todd Stuart                         | 319 W. Monroe Avenue               | Lowell       | AR           | (479) 659-0850 |
| Darryl Gregson                                    | 3545 E State Route 89A             | Cottonwood   | AZ           | (928) 282-4567 |
| 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 |
| Dana Busby, Stacy Thorkildson                     | 2440 W. Mission Lane #11           | Glendale     | AZ           | (602) 439-5311 |
| Jennifer Heer                                     | 3342 West Catalina Drive           | Phoenix      | AZ           | (623) 931-9477 |
| Jennifer Heer                                     | 3342 West Catalina Drive           | Phoenix      | AZ           | (623) 931-9477 |
| Jennifer Heer                                     | 3342 West Catalina Drive           | Phoenix      | AZ           | (623) 931-9477 |
| Katie Wilson                                      | 1555 W Iron Springs Road<br>Ste 13 | Prescott     | AZ           | (520) 307-0635 |
| Katie Wilson                                      | 1555 W Iron Springs Road<br>Ste 13 | Prescott     | AZ           | (928) 778-6243 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Adam Blomker                                      | 1713 Broadway Road                 | Tempe        | AZ           | (480) 827-1684 |
| Kevin Boesen, Cindy Boesen, Adriana Celaya        | 2816 North Campbell<br>Avenue      | 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 Drive #102           | Cameron Park | CA           | (530) 677-9035 |
| Bob Cunningham, Jane Santos, Melina<br>Cunningham | 1328 White Oaks Road               | Campbell     | CA           | (408) 377-0400 |
| Bob Cunningham, Jane Santos, Melina<br>Cunningham | 1328 White Oaks Road               | Campbell     | CA           | (408) 377-0400 |
| Bob Cunningham, Jane Santos, Melina<br>Cunningham | 1328 White Oaks Road               | Campbell     | CA           | (408) 377-0400 |
| Bob Cunningham, Jane Santos, Melina<br>Cunningham | 1328 White Oaks Road               | Campbell     | CA           | (408) 377-0400 |
| Andy Gilbert, Cynthia Gilbert                     | 3025 Esplanade                     | Chico        | CA           | (530) 342-4100 |

| Name  | Address                        | City             | State | Phone          |
|---|--------------------------------|------------------|-------|----------------|
| 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 |
| Julie Giles, Thomas Ducey                         | 934 S Andreasen Drive, Ste J   | Escondido        | CA    | (760) 735-9068 |
| Julie Giles, Thomas Ducey                         | 934 S Andreasen Drive, Ste J   | Escondido        | CA    | (760) 735-9068 |
| Julie Giles, Thomas Ducey                         | 934 S Andreasen Drive, Ste J   | Escondido        | CA    | (760) 735-9068 |
| Julie Giles, Thomas Ducey                         | 934 S Andreasen Drive, Ste J   | Escondido        | CA    | (760) 735-9068 |
| Julie Giles, Thomas Ducey                         | 934 S Andreasen Drive, Ste J   | Escondido        | CA    | (760) 735-9068 |
| Julie Giles, Thomas Ducey                         | 934 S Andreasen Drive, 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 |
| Crystal Soles,Julia Hernandez                     | 3314 Overland Avenue           | Los Angeles      | CA    | (661) 510-6825 |
| Crystal Soles,Julia Hernandez                     | 3314 Overland Avenue           | Los Angeles      | CA    | (661) 510-6825 |
| Beverly Powell                                    | 1125 Lone Palm Avenue Ste A    | Modesto          | CA    | (209) 526-5576 |
| Elizabeth Slade, Anthony Slade                    | 5301 N. Commerce Avenue, #1    | Moorpark         | CA    | (805) 506-4464 |
| Greg Augustyn                                     | 2704 Transportation Avenue #F  | National City    | CA    | (619) 336-1612 |
| Greg Augustyn                                     | 2704 Transportation Avenue #F  | National City    | CA    | (619) 336-1612 |
| Clay Hubbard, Kathleen Hubbard, Michael Rosenthal | 42005 Cook Street              | Palm Desert      | CA    | (760) 200-2333 |
| Clay Hubbard, Kathleen Hubbard, Michael Rosenthal | 42005 Cook Street              | Palm Desert      | CA    | (760) 200-2333 |
| Joseph Lawrence                                   | 8780 19th Street # 305         | Rancho Cucamonga | CA    | (909) 987-0103 |
| 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 |
| Katherine Manhart                                 | 12480 San Pablo Avenue         | Richmond         | CA    | (510) 231-2205 |
| Katherine Manhart                                 | 12480 San Pablo Avenue         | Richmond         | CA    | (510) 231-2205 |
| Katherine Manhart                                 | 12480 San Pablo Avenue         | Richmond         | CA    | (510) 231-2205 |
| Jennifer McMahan                                  | 203 Panamint Avenue            | Ridgecrest       | CA    | (760) 371-1428 |

| Name   | Address                              | City            | State | Phone          |
|--|--------------------------------------|-----------------|-------|----------------|
| Jeffrey Skadburg, Malori Skadburg                        | 4500 47 <sup>th</sup> Avenue         | Sacramento      | CA    | (209) 329-1998 |
| Alejandra Ahaev, Debra Morris, Mike Morris, Victor Ahaev | 365 Victor Street Suite, B           | Salinas         | CA    | (831) 424-6243 |
| Yaser Amireh   | 2299 Sutter Street                   | San Francisco   | CA    | (415) 221-6243 |
| Yaser Amireh   | 2299 Sutter Street                   | San Francisco   | CA    | (415) 221-6243 |
| Yaser Amireh   | 2299 Sutter Street                   | San Francisco   | CA    | (415) 221-6243 |
| Yaser Amireh   | 2299 Sutter Street                   | San Francisco   | CA    | (415) 221-6243 |
| Yaser Amireh   | 2299 Sutter Street                   | San Francisco   | CA    | (415) 221-6243 |
| Yaser Amireh   | 2299 Sutter Street                   | 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 |
| 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 |
| 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 |
| Iveth Rivera, Lance Rivera                               | 28 Windsor Lane                      | Sierra Madre    | CA    | (626) 240-8628 |
| Iveth Rivera, Lance Rivera                               | 28 Windsor Lane                      | Sierra Madre    | CA    | (626) 240-8628 |
| Maria Lucita Liwanag, Veronica Miller                    | 2841 Gundry Avenue                   | Signal Hill     | CA    | (877) 493-2671 |
| Maria Lucita Liwanag, Veronica Miller                    | 2841 Gundry Avenue                   | 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 |
| Jason Hernandez, Julie Hernandez                         | 2341 W. 205 <sup>th</sup> Street     | Torrance        | CA    | (310) 968-0315 |
| Jason Hernandez, Julie Hernandez                         | 2341 W. 205 <sup>th</sup> Street     | Torrance        | CA    | (310) 968-0315 |
| Jason Hernandez, Julie Hernandez                         | 2341 W. 205 <sup>th</sup> Street     | Torrance        | CA    | (310) 968-0315 |
| 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 |
| Deepak Mongia, Rahdika Mongia                            | 2108 N. Street, Suite N              | Ventura         | CA    | (805) 339-0038 |
| Trina Hopkins, Douglas Skates                            | 2600 S. Parker Road, Suite 7-173     | Aurora          | CO    | (303) 366-6927 |
| Bradley Nolan, Eileen Skillingberg, Jason                | 161 Saturn Drive #3                  | Boulder         | CO    | (303) 530-7085 |

| Name   | Address                          | City             | State | Phone          |
|--|----------------------------------|------------------|-------|----------------|
| Skillingberg, Jennifer Zadel   |                                  |                  |       |                |
| 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 |
| 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 |
| Bradley Nolan, Eileen Skillingberg, Jason Skillingberg, Jennifer Zadel | 161 Saturn Drive #3              | Fort Collins     | CO    | (970) 206-9773 |
| Bradley Nolan, Eileen Skillingberg, Jason Skillingberg, Jennifer Zadel | 161 Saturn Drive #3              | Fort Collins     | CO    | (970) 206-9773 |
| Naomi Bellavia, Victor Bellavia  | 560 S. Commercial Drive          | Grand Junction   | CO    | (970) 244-8597 |
| Stefan Elton, Kelly Elton  | 8790 W Colfax Avenue #80         | Lakewood         | CO    | (303) 233-9047 |
| 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 |
| Mindy Radzwillas, Paul Radzwillas                                      | 18 Halley Court                  | Fairfield        | CT    | (203) 260-4825 |
| Mindy Radzwillas, Paul Radzwillas                                      | 18 Halley Court                  | Fairfield        | CT    | (203) 260-4825 |
| Mindy Radzwillas, Paul Radzwillas                                      | 18 Halley Court                  | Fairfield        | CT    | (203) 260-4825 |
| Mindy Radzwillas, Paul Radzwillas                                      | 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 |
| David Baughman, Michael Baughman                                       | 22 Spencer Street                | Plainville       | CT    | (860) 674-0670 |
| David Baughman, Michael Baughman                                       | 22 Spencer Street                | Plainville       | CT    | (860) 674-0670 |
| 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 Avenue             | Dover            | DE    | (302) 698-9038 |
| Lindsay Willard, Mark Willard  | 267 Airport-Pulling Road         | Cape Coral       | FL    | (239) 591-4500 |
| 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 Street               | Deerfield Beach  | FL    | (832) 210-6077 |
| Jose Ricardo Lichtle Elizaga, Nidia Lara                               | 1525 NW 3rd Street               | Deerfield Beach  | FL    | (832) 210-6077 |
| Jose Ricardo Lichtle Elizaga, Nidia Lara                               | 1525 NW 3rd Street               | Deerfield Beach  | FL    | (832) 210-6077 |
| Jose Ricardo Lichtle Elizaga, Nidia Lara                               | 1525 NW 3rd Street               | 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 |
| Fred Surgeon   | 2990 Sunnyside School Road       | Gainesville      | FL    | (352) 727-4400 |
| Garret Weigel  | 85355 Baymeadows Road, Suite 39  | Jacksonville     | FL    | (904) 737-6666 |

| Name   | Address                          | City          | State | Phone          |
|--|----------------------------------|---------------|-------|----------------|
| 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 |
| 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    | (515) 991-5167 |
| Lilian Smith   | 12491 SW 134 Court #30           | Miami         | FL    | (305) 238-1119 |
| Sharon Mendoza   | 4307 SW 186 <sup>th</sup> Street | Miramar       | FL    | (214) 274-7156 |
| 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 |
| 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        | 2216 Ali Baba Avenue, Suite A    | Opa Locka     | FL    | (786) 464-9933 |
| Perla V. Gutierrez Jaramillo, Sergio Oropeza Ruiz        | 2216 Ali Baba Avenue, Suite A    | Opa Locka     | FL    | (786) 464-9933 |
| Perla V. Gutierrez Jaramillo, Sergio Oropeza Ruiz        | 2216 Ali Baba Avenue, Suite A    | 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 |
| Albertha Steenkamp, Johan Steenkamp                      | 8051 N. Tamiami Trail Suite E6   | Port St Lucie | FL    | (360) 733-5344 |
| Alicia Figuerola, Orlando Figuerola                      | 1236 Whitfield Avenue            | Sarasota      | FL    | (941) 753-1358 |
| Alicia Figuerola, Orlando Figuerola                      | 1236 Whitfield Avenue            | Sarasota      | FL    | (941) 753-1358 |
| Alicia Figuerola, Orlando Figuerola                      | 1236 Whitfield Avenue            | Sarasota      | FL    | (941) 753-1358 |
| Alicia Figuerola, Orlando Figuerola                      | 1236 Whitfield Avenue            | Sarasota      | FL    | (941) 753-1358 |
| Alicia Figuerola, Orlando Figuerola                      | 1236 Whitfield Avenue            | Sarasota      | FL    | (941) 753-1358 |
| Alicia Figuerola, Orlando Figuerola                      | 1236 Whitfield Avenue            | Sarasota      | FL    | (941) 753-1358 |
| Alicia Figuerola, Orlando Figuerola                      | 1236 Whitfield Avenue            | Sarasota      | FL    | (941) 753-1358 |
| Fred Surgeon   | 2990 Sunnyside School Road       | South Daytona | FL    | (386) 760-4040 |
| Gracie Eastman, Sylvia Clayton, William Eastman          | 200 Malaga Street 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 Road            | Tampa         | FL    | (813) 814-9514 |
| Christopher White, Debby Weigel, Jan White, Larry Weigel | 11920 Race Track Road            | Tampa         | FL    | (813) 515-7181 |
| Christopher White, Debby Weigel, Jan White, Larry Weigel | 11920 Race Track Road            | Tampa         | FL    | (813) 814-9514 |
| Christopher White, Debby Weigel, Jan White, Larry Weigel | 11920 Race Track Road            | Tampa         | FL    | (813) 814-9514 |
| Christopher White, Debby Weigel, Jan White, Larry Weigel | 11920 Race Track Road            | Tampa         | FL    | (813) 814-9514 |
| Matthew Gour, Mary Sue Covington                         | 925 S. Tamiami Trail Unit B      | Venice        | FL    | (941) 882-3085 |

| Name   | Address                            | City            | State | Phone          |
|--|------------------------------------|-----------------|-------|----------------|
| Albertha Steenkamp, Johan Steenkamp              | 1309 Coffeen Avenue. Ste 1200      | Vero Beach      | FL    | (360) 733-5344 |
| 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 |
| 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 |
| Kathy Lyons                                      | 6548 Highway 92 Ste 120            | Acworth         | GA    | (770) 592-4444 |
| Deanne Williams, Michael Williams                | 1180 McKendree Church Road #103    | Alpharetta      | GA    | (770) 552-7114 |
| Deanne Williams, Michael Williams                | 1180 McKendree Church Road #103    | Alpharetta      | GA    | (770) 552-7114 |
| Deanne Williams, Michael Williams                | 1180 McKendree Church Road #103    | Alpharetta      | GA    | (770) 552-7114 |
| Angie Smith, Joseph Smith                        | 160 Gaines School Road, Suite C    | Athens          | GA    | (706) 583-1844 |
| Michael Longbons, Nicole Walls                   | 615 South Dennis Avenue            | Atlanta         | GA    | (217) 853-1811 |
| Tara Brackett, Wesley Brackett                   | 217 B N Hamilton Street            | Dalton          | GA    | (678) 986-9673 |
| Brad Smith                                       | 1525 Senoia Road, 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 |
| Brad Smith                                       | 1525 Senoia Road, Suite A          | Hiram           | GA    | (470) 802-8001 |
| Deanne Williams, Michael Williams                | 1180 McKendree Church Road #103    | Lawrenceville   | GA    | (770) 962-5823 |
| Deanne Williams, Michael Williams                | 1180 McKendree Church Road #103    | Lawrenceville   | GA    | (770) 962-5823 |
| Deanne Williams, Michael Williams                | 1180 McKendree Church Road #103    | Lawrenceville   | GA    | (770) 962-5823 |
| Deanne Williams, Michael Williams                | 1180 McKendree Church Road #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 |
| Richard Rivera, Johnathan Cuttino, Kirk Phillips | 1057 Parkway Drive, Suite A        | Macon           | GA    | (757) 971-1625 |
| Jeff Hawkins, Tamara Hawkins                     | 2804 Cobb Lane                     | Marietta        | GA    | (770) 272-9570 |
| Jeff Hawkins, Tamara Hawkins                     | 2804 Cobb Lane                     | Marietta        | GA    | (770) 272-9570 |
| Edward Brown, Kimberly Brown                     | 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 |
| Tara Brackett, Wesley Brackett                   | 1214 Radio Springs Road SW         | Rome            | GA    | (706) 235-8811 |
| Tara Brackett, Wesley Brackett                   | 1214 Radio Springs Road SW         | Rome            | GA    | (706) 235-8811 |
| Chuck Parker, Donna Parker                       | 1302 S 39th Street                 | 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                  | 304 NE 74 Terrace                  | Des Moines      | IA    | (515) 264-1060 |

| Name  | Address                           | City             | State | Phone          |
|---|-----------------------------------|------------------|-------|----------------|
| Douglas Johnson, Leslie Johnson                   | 304 NE 74 Terrace                 | Des Moines       | IA    | (515) 264-1060 |
| Douglas Johnson, Leslie Johnson                   | 304 NE 74 Terrace                 | Des Moines       | IA    | (515) 264-1060 |
| Kimberly Luedtke, Michael Luedtke                 | 3185 Hughes Court                 | Dubuque          | IA    | (563) 583-9144 |
| Kimberly Luedtke, Michael Luedtke                 | 3185 Hughes Court                 | Dubuque          | IA    | (563) 583-9144 |
| Gavin Mobraaten, Piper Mobraaten                  | 800 S. Industry Way, Suite 310    | Meridian         | ID    | (208) 888-3332 |
| Gavin Mobraaten, Piper Mobraaten                  | 800 S. Industry Way, Suite 310    | Meridian         | ID    | (208) 888-3332 |
| 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 |
| Robert Hightower                                  | 215 E. 31st Street                | Chicago          | IL    | (312) 624-8943 |
| 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 |
| 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 |
| Perla V. Gutierrez Jaramillo, Sergio Oropeza Ruiz | 835 Virginia Road, Ste J          | Grayslake        | IL    | (815) 444-7220 |
| Perla V. Gutierrez Jaramillo, Sergio Oropeza Ruiz | 835 Virginia Road, 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 |
| Evelin Lopez, Olga Rodriguez                      | 8302 S 88th Avenue                | Justice          | IL    | (708) 839-1777 |
| Evelin Lopez, Olga Rodriguez                      | 8302 S 88th Avenue                | Justice          | IL    | (708) 839-1777 |
| Jackie Franklin, Joyce Schirmer                   | 2058 Coltonville Road             | Machesney Park,  | IL    | (815) 977-3225 |
| Chistel Bates                                     | 600 Industrial Drive, Suite 101-A | Naperville       | IL    | (630) 687-9765 |
| 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 |
| 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 |
| 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 |
| Ken Krantz  | 1728 W Wise Road                  | Schaumburg       | IL    | (847) 361-4727 |
| Michael Longbons                                  | 615 South Dennis Avenue           | Springfield      | IL    | (217) 698-3112 |
| Michael Longbons                                  | 615 South Dennis Avenue           | Springfield      | IL    | (217) 698-3112 |
| Jackie Franklin, Joyce Schirmer                   | 2058 Coltonville Road.            | Sycamore         | IL    | (815) 895-2211 |
| Jeff Frey   | 3109 East Tatman Court, Suite 102 | Urbana           | IL    | (217) 337-6131 |

| Name  | Address                          | City          | State | Phone          |
|---|----------------------------------|---------------|-------|----------------|
| 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 |
| Lynn Schneider                                  | 13011 South Hampton Court        | Indianapolis  | IN    | (317) 257-8000 |
| Lynn Schneider                                  | 13011 South Hampton Court        | Indianapolis  | IN    | (317) 257-8000 |
| Lynn Schneider                                  | 13011 South Hampton Court        | Indianapolis  | IN    | (317) 257-8000 |
| 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                 | 2049 Fort Riley Lane             | 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 |
| Kimberly Hinkly, Stanton Hinkly                 | 211 SW 33rd Street               | Topeka        | KS    | (785) 273-3422 |
| David Lazarus                                   | 425 E. Harry Street              | Wichita       | KS    | (316) 832-9009 |
| David Lazarus                                   | 425 E. Harry Street              | Wichita       | KS    | (316) 832-9009 |
| David Lazarus                                   | 425 E. Harry Street              | Wichita       | KS    | (316) 832-9009 |
| Marsha Wzykowski, Peter Wzykowski, Shania Smith | 1051 Searcy Way                  | Bowling Green | KY    | (270) 781-4377 |
| Mark Williams                                   | 9886 Colerain Avenue             | 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             | 920 Frederica Street             | Owensboro     | KY    | (270) 685-3819 |
| Barbara Royce, David Royce, Dawn M. Gravley     | 628 Papworth Avenue, Suite A     | Metairie      | LA    | (504) 849-0411 |
| Barbara Royce, David Royce, Dawn M. Gravley     | 628 Papworth Avenue, Suite A     | Metairie      | LA    | (504) 849-0411 |
| David Cantu                                     | 1458 Hawn Avenue                 | Shreveport    | LA    | (318) 222-2437 |
| Don Ducote, Jessica Ducote                      | 814 Fortune Road Suite 106       | Youngsville   | LA    | (337) 857-5522 |
| Don Ducote, Jessica Ducote                      | 814 Fortune Road Suite 106       | Youngsville   | LA    | (337) 857-5522 |
| Don Ducote, Jessica Ducote                      | 814 Fortune Road 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 |
| 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 |

| Name                                   | Address   | City             | State | Phone          |
|--|---|------------------|-------|----------------|
| 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<br>Main Building, Lower Lev | Marston Mill     | MA    | (508) 420-4900 |
| Rhonda Woodill - Daniels               | 161 Lovells Lane Unit 107<br>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 |
| Kevin Tomlinson, Victor Danyi          | 185 Main Street                                       | Spencer          | MA    | (774) 345-4644 |
| David Baughman, Michael 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 |
| 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<br>Suite K                 | Columbia         | MD    | (410) 730-6243 |
| Darlene Schott, Jack Hynes             | 8970 Rt 108 Oakland Center                            | Columbia         | MD    | (410) 730-6243 |
| Anne Mascari                           | 2405 Linden Lane                                      | Frederick        | MD    | (301) 694-0166 |
| Anne Mascari                           | 2405 Linden Lane                                      | Gaithersburg     | MD    | (301) 869-6243 |
| Anne Mascari                           | 2405 Linden Lane                                      | Gaithersburg     | MD    | (301) 869-6243 |
| Anne Mascari                           | 2405 Linden Lane                                      | Gaithersburg     | MD    | (301) 869-6243 |
| Anne Mascari                           | 2405 Linden Lane                                      | Gaithersburg     | MD    | (301) 869-6243 |
| Lynne Whittington, William Whittington | 1025 A Virginia Avenue                                | Hagerstown       | MD    | (301) 797-1732 |
| Lynne Whittington, William Whittington | 1025 A Virginia Avenue                                | Hagerstown       | MD    | (301) 797-1732 |
| Omaid Wadan                            | 8500 Ardwick Ardome Road                              | Hyattsville      | MD    | (240) 417-9644 |
| Omaid Waden                            | 8500 Ardwick Ardome Road                              | Hyattsville      | MD    | (240) 417-9644 |
| Darlene Schott, Jack Hynes             | 14300 Cherry Lane Court,<br>#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.<br>Suite 203              | Prince Frederick | MD    | (410) 535-1901 |
| Chris Long, Happy Long                 | 1020 Prince Frederick Blvd.<br>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 |
| Anne Mascari                           | 2405 Linden Lane                                      | Silver Spring    | MD    | (301) 587-5594 |
| 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 |
| Anne Mascari                           | 2405 Linden Lane                                      | Westminster      | MD    | (410) 857-9200 |
| Daniel Burgess                         | 254 US Route 1  | Scarborough      | ME    | (207) 883-2225 |

| Name                                       | Address                           | City             | State | Phone          |
|--|-----------------------------------|------------------|-------|----------------|
| 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 |
| Kelle Drabczyk                             | 922 E. Broadway Avenue            | Grand Rapids     | MI    | (231) 799-9931 |
| Kelle Drabczyk                             | 922 E. Broadway Avenue            | Muskegon         | MI    | (231) 799-9931 |
| 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 |
| Tyler Minks, Jacob Thralow                 | 154 East Broadway Street,<br>#001 | Monticello       | MN    | (320) 291-0996 |
| Dale Dodds                                 | 401 16th Avenue, NW, Suite<br>101 | Rochester        | MN    | (507) 281-1798 |
| Jon Porwoll, Richard Porwoll               | 407 38th Avenue N                 | St. Cloud        | MN    | (320) 253-6478 |
| Jebra Capra                                | 543 N. Scott Avenue               | Belton           | MO    | (816) 322-3120 |
| Jebra Capra                                | 543 N. Scott Avenue               | Belton           | MO    | (816) 322-3120 |
| Jamie Crowell, William Crowell             | 1131 N. Kingshighway, Suite<br>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 |
| Dharmesh Patel, Kyle Dodd, Roy Silkwood    | 2079 Bentley Plaza                | Fenton           | MO    | (636) 825-9650 |
| Douglas Johnson, Leslie Johnson            | 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<br>Drive    | Maryland Heights | MO    | (314) 317-9005 |
| Dharmesh Patel, Kyle Dodd, Roy Silkwood    | 7A Worthington Access<br>Drive    | Maryland Heights | MO    | (314) 317-9005 |
| Dharmesh Patel, Kyle Dodd, Roy Silkwood    | 7A Worthington Access<br>Drive    | Maryland Heights | MO    | (314) 317-9005 |
| Dharmesh Patel, Kyle Dodd, Roy Silkwood    | 7A Worthington Access<br>Drive    | Maryland Heights | MO    | (314) 317-9005 |
| Dharmesh Patel, Kyle Dodd, Roy Silkwood    | 7A Worthington Access<br>Drive    | Maryland Heights | MO    | (314) 317-9005 |
| Douglas Johnson, Leslie Johnson            | 1006 Pacific Street               | St. Joseph       | MO    | (816) 436-8590 |
| Jeffery Taylor, Christopher Fontenot, Jack | 276 Commerce Drive                | Jackson          | MS    | (601) 917-0207 |

| Name  | Address                     | City         | State | Phone          |
|---|-----------------------------|--------------|-------|----------------|
| Christopher   |                             |              |       |                |
| Brad Davis, Lisa Davis  | 5600 Goodman Road, Suite H  | Olive Branch | MS    | (662) 932-2370 |
| 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         | Missoula     | MT    | (406) 213-4060 |
| 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 Road #A     | Arden        | NC    | (828) 684-4837 |
| Jennifer Litzelman  | 2300 Sardis Road North      | Charlotte    | NC    | (704) 567-6694 |
| Jennifer Litzelman  | 2300 Sardis Road North      | Charlotte    | NC    | (704) 567-6694 |
| Jennifer Litzelman  | 2300 Sardis Road North      | Charlotte    | NC    | (704) 567-6694 |
| Jennifer Litzelman  | 2300 Sardis Road North      | Charlotte    | NC    | (704) 567-6694 |
| Jennifer Litzelman  | 2300 Sardis Road 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 Street         | 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 |
| Kara Trull, Brian Trull   | 200 Powell Drive, Suite 121 | Raleigh      | NC    | (919) 859-4404 |
| Kara Trull, Brian Trull   | 200 Powell Drive, Suite 121 | Raleigh      | NC    | (919) 859-4404 |
| Kara Trull, Brian Trull   | 200 Powell Drive, Suite 121 | Raleigh      | NC    | (919) 859-4404 |
| Kara Trull, Brian Trull   | 200 Powell Drive, Suite 121 | Raleigh      | NC    | (919) 859-4404 |
| Cynthia Harris, Ronald Harris                                       | 6341 Main Street            | Rocky Mount  | NC    | (252) 937-7600 |
| Chuck Parker, Donna Parker  | 1302 S 39th Street          | Wilmington   | NC    | (910) 762-6503 |
| Chuck Parker, Donna Parker  | 1302 S 39th Street          | Wilmington   | NC    | (910) 762-6503 |
| 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 |
| 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 |
| 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 |
| 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 |

| Name                                    | Address                          | City           | State | Phone          |
|---|----------------------------------|----------------|-------|----------------|
| 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 |
| Austin Schneeweis                       | 520 Fellowship Road, Suite A-103 | Marlton        | NJ    | (856) 231-8285 |
| Austin Schneeweis                       | 520 Fellowship Road, 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 |
| Steven Rosenzweig                       | 18 Halley Court                  | Perth Amboy    | NJ    | (732) 826-8777 |
| Austin Schneeweis                       | 520 Fellowship Road, Suite A-103 | Pitman         | NJ    | (856) 218-8898 |
| 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 |
| 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 Drive              | Las Cruces     | NM    | (575) 527-8199 |
| Jared Bellon, Maylene Bellon            | 1001 N Solano Drive              | 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 Avenue          | Las Vegas      | NV    | (702) 436-4362 |
| Shelia Marr                             | 4948 E Tropicana Avenue          | Las Vegas      | NV    | (702) 436-4362 |
| Shelia Marr                             | 4948 E Tropicana Avenue          | 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 |
| 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 Avenue                | Flushing       | NY    | (718) 539-9495 |
| Cynthia Lorenzo                         | 637 Willis Avenue                | Flushing       | NY    | (718) 539-9495 |
| Cynthia Lorenzo                         | 637 Willis Avenue                | Flushing       | NY    | (718) 539-9495 |
| Deyanira Haverly                        | 300 Wood Cleft Avenue, Unit 3    | Freeport       | NY    | (516) 546-1209 |

| Name                                     | Address                          | City           | State | Phone          |
|--|----------------------------------|----------------|-------|----------------|
| Deyanira Haverly                         | 300 Wood Cleft Avenue,<br>Unit 3 | Freeport       | NY    | (516) 546-1209 |
| Kim Nelson, Phillip Nelson, Scott Nelson | 337 Fullerton Avenue             | Latham         | NY    | (518) 250-5449 |
| Eric Lineman, Rebecca Lineman            | 851 Jay Drive, Wantagh           | 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 Avenue             | Newburgh       | NY    | (845) 297-1009 |
| Kim Nelson, Phillip Nelson, Scott Nelson | 337 Fullerton Avenue             | Newburgh       | NY    | (845) 297-1009 |
| 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 |
| Krista Leiriao, Jorge Leiriao            | 115 Wall Street                  | Valhalla       | NY    | (914) 974-1111 |
| Krista Leiriao, Jorge Leirao             | 115 Wall Street                  | Valhalla       | NY    | (914) 974-1111 |
| Krista Leiriao, Jorge Leiriao            | 115 Wall Street                  | Valhalla       | NY    | (914) 747-1111 |
| Krista Leiriao, Jorge Leiriao            | 115 Wall Street                  | Valhalla       | NY    | (914) 747-1111 |
| Cynthia Lorenzo                          | 637 Willis Avenue                | Williston Park | NY    | (516) 746-0183 |
| Cynthia Lorenzo                          | 637 Willis Avenue                | 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 |
| Patti Canterbury                         | 3503 Whipple Avenue NW           | Canton         | OH    | (330) 492-6243 |
| Mark Williams                            | 9886 Colerain Avenue             | Cincinnati     | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Cincinnati     | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Cincinnati     | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Cincinnati     | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Cincinnati     | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Cincinnati     | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Cincinnati     | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Columbus       | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Columbus       | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Columbus       | OH    | (513) 805-1154 |
| Mark Williams                            | 9886 Colerain Avenue             | Columbus       | 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 |
| Noalyn Greff, Rick Greff                 | 4403 SW 3rd Street Ste A         | Oklahoma City  | OK    | (405) 670-1120 |
| Noalyn Greff, Rick Greff                 | 4403 SW 3rd Street Ste A         | Oklahoma City  | OK    | (405) 670-1120 |
| Noalyn Greff, Rick Greff                 | 4403 SW 3rd Street Ste A         | Oklahoma City  | OK    | (405) 670-1120 |
| Noalyn Greff, Rick Greff                 | 4403 SW 3rd Street Ste A         | Oklahoma City  | OK    | (405) 670-1120 |
| Noalyn Greff, Rick Greff                 | 4403 SW 3rd Street Ste A         | Oklahoma City  | OK    | (405) 670-1120 |
| Noalyn Greff, Rick Greff                 | 4403 SW 3rd Street Ste A         | Oklahoma City  | OK    | (405) 670-1120 |
| Noalyn Greff, Rick Greff                 | 4403 SW 3rd Street Ste A         | Oklahoma City  | OK    | (405) 670-1120 |
| Corey Little                             | 2327 West 7th Place              | Stillwater     | OK    | (405) 377-1054 |
| Amy Bates, Audrey Kittelson              | 5656 S. Mingo Road               | Tulsa          | OK    | (918) 250-7318 |
| Amy Bates, Audrey Kittelson              | 5656 S. Mingo Road               | Tulsa          | OK    | (918) 250-7318 |
| Amy Bates, Audrey Kittelson              | 5656 S. Mingo Road               | Tulsa          | OK    | (918) 250-7318 |
| Amy Bates, Audrey Kittelson              | 5656 S. Mingo Road               | Tulsa          | OK    | (918) 250-7318 |
| Amy Bates, Audrey Kittelson              | 5656 S. Mingo Road               | Tulsa          | OK    | (918) 250-7318 |
| Amy Bates, Audrey Kittelson              | 5656 S. Mingo Road               | Tulsa          | OK    | (918) 250-7318 |
| 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 |

| Name   | Address                            | City               | State | Phone          |
|--|------------------------------------|--------------------|-------|----------------|
| 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 Street NE             | Salem              | OR    | (503) 363-2986 |
| Danny Barnett, Ronald Williams                 | 1018 Liberty Street NE             | Salem              | OR    | (503) 363-2986 |
| 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           | 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 |
| 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 |
| 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 Street                    | East Providence    | RI    | (401) 435-5150 |
| Gary Leiter, Jessica Leiter, Shana Leiter      | 35 Agnes Street                    | East Providence    | RI    | (401) 435-5150 |
| Gary Leiter, Jessica Leiter, Shana Leiter      | 35 Agnes Street                    | East Providence    | RI    | (401) 435-5150 |
| Gary Leiter, Jessica Leiter, Shana Leiter      | 35 Agnes Street                    | 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 |
| 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 |
| 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 |
| 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 |
| Tara Brackett, Wesley Brackett                 | 1507 Maxwell Road                           | 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 |
| 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 Avenue                         | Amarillo         | TX    | (806) 373-3787 |
| David Cantu                                    | 14611 Burnet Road                           | Austin           | TX    | (512) 251-5522 |
| Marilyn Gregory, Sarah Trivitt, Sean Gregory   | 3536 BeeCaves Road # 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 |
| 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 |
| 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 |
| 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 |
| 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           | 12010 Bammel N Houston                      | Houston          | TX    | (281) 440-4366 |

| Name                                      | Address                             | City                 | State | Phone          |
|---|-------------------------------------|----------------------|-------|----------------|
| Brehm                                     | #L                                  |                      |       |                |
| Brian Houtman, Jaclyn Houtman             | 10611 Harwin Drive Suite 400        | Houston              | TX    | (713) 541-4167 |
| Brian Houtman, Jaclyn Houtman             | 10611 Harwin Drive Suite 400        | Houston              | TX    | (713) 541-4167 |
| Brian Houtman, Jaclyn Houtman             | 10611 Harwin Drive Suite 400        | Houston              | TX    | (713) 541-4167 |
| Brian Houtman, Jaclyn Houtman             | 10611 Harwin Drive Suite 400        | Houston              | TX    | (713) 541-4167 |
| Brian Houtman, Jaclyn Houtman             | 10611 Harwin Drive Suite 400        | Houston              | TX    | (713) 541-4167 |
| Brian Houtman, Jaclyn Houtman             | 10611 Harwin Drive Suite 400        | Houston              | TX    | (713) 541-4167 |
| Brian Houtman, Jaclyn Houtman             | 10611 Harwin Drive 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 Street, Suite 301 | Mesquite             | TX    | (972) 279-1111 |
| David Cantu                               | 1515 East Kearney Street, Suite 301 | Mesquite             | TX    | (972) 279-1111 |
| David Cantu                               | 1515 East Kearney Street, Suite 301 | Mesquite             | TX    | (972) 279-1111 |
| Brandi Brown                              | 1901 North Stallings Drive 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 |
| Ali Almaliki, Shaymaa Ramadhan            | 1003 W. Plantation Drive            | Richmond             | TX    | (713) 585-0147 |
| David Cantu                               | 11406 Rendezvous Drive              | San Antonio          | TX    | (210) 341-5857 |
| David Cantu                               | 11406 Rendezvous Drive              | San Antonio          | TX    | (210) 341-5857 |
| David Cantu                               | 11406 Rendezvous Drive              | San Antonio          | TX    | (210) 341-5857 |
| David Cantu                               | 11406 Rendezvous Drive              | San Antonio          | TX    | (210) 341-5857 |
| David Cantu                               | 11406 Rendezvous Drive              | San Antonio          | TX    | (210) 341-5857 |
| David Cantu                               | 11406 Rendezvous Drive              | San Antonio          | TX    | (210) 341-5857 |
| Craig Voth, Sharon Johnson                | 100 N. Travis Street                | Sherman              | TX    | (903) 891-7372 |
| Blair Thomson                             | 724 Willow Ridge Drive San Marcos   | Spicewood            | TX    | (512) 757-1569 |
| David Cantu                               | 600 Century Plaza Drive, Ste C105   | Spring               | TX    | (281) 443-0672 |
| David Cantu                               | 600 Century Plaza Drive, Ste C105   | Spring               | TX    | (281) 443-0672 |
| David Cantu                               | 600 Century Plaza Drive, Ste C105   | Spring               | TX    | (281) 443-0672 |
| 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 |
| 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                      | 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,<br>Suite 9      | Wichita Falls   | TX    | (940) 691-7000 |
| Kelly Hendrix  | 2212 S West Temple Street,<br>#21-22    | Provo           | UT    | (801) 466-5353 |
| Kelly Hendrix  | 2212 S West Temple Street,<br>#21-22    | Provo           | UT    | (801) 377-0303 |
| Kelly Hendrix  | 1322 N. Freedom Blvd                    | Provo           | UT    | (801) 377-0303 |
| Kelly Hendrix  | 2212 S West Temple Street,<br>#21-22    | Provo           | UT    | (801) 466-5353 |
| Kelly Hendrix  | 2212 S West Temple Street,<br>#21-22    | Salt Lake City  | UT    | (801) 466-5353 |
| Kelly Hendrix  | 2212 S West Temple Street,<br>#21-22    | Salt Lake City  | UT    | (435) 647-5621 |
| Kelly Hendrix  | 2212 S West Temple Street,<br>#21-22    | Salt Lake City  | UT    | (801) 466-5353 |
| Kelly Hendrix  | 2212 S West Temple Street,<br>#21-22    | Washington      | UT    | (801) 466-5353 |
| Fowzia Esse  | 6000 Stevenson Avenue                   | Alexandria      | VA    | (703) 212-8771 |
| Fowzia Esse  | 6000 Stevenson Avenue                   | 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 |
| Abdulhakim Faqi, Fatuma Moallin                                | 5613 Leesburg Pike #29                  | Falls Church    | VA    | (202) 244-6773 |
| William Johnson  | 6326 Five Mile Centre Park<br>Suite 420 | Fredericksburg  | VA    | (540) 898-3636 |
| Lindsey Harrington, Erin Guarente                              | 10690 A Crestwood Drive                 | Manassas        | VA    | (703) 724-4010 |
| Lindsey Harrington, Erin Guarente                              | 10690 A Crestwood Drive                 | Manassas        | VA    | (703) 724-4010 |
| Lindsey Harrington, Erin Guarente                              | 10690 A Crestwood Drive                 | Manassas        | VA    | (703) 724-4010 |
| Aaron Huskey, Don Krance, Lorri Krance,<br>Stacey Huskey       | 5316 Providence Road                    | Newport News    | VA    | (757) 874-5657 |
| Daniel Daul, Amelia Daul                                       | 7825 Midlothian Turnpike,<br>#103       | Richmond        | VA    | (804) 272-3898 |
| James Daul, Susan Daul   | 7825 Midlothian Tnpk #103               | Richmond        | VA    | (804) 272-3898 |
| William Johnson  | 6326 Five Mile Centre Park<br>Suite 420 | Richmond        | VA    | (540) 905-0035 |
| William Johnson  | 6326 Five Mile Centre Park<br>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 |
| Emmy Byrnes, Linda Dougherty, Ray<br>Dougherty, Rebecca Frazer | 7317 Steel Mill Drive                   | Springfield     | VA    | (703) 644-5757 |
| Aaron Huskey, Don Krance, Lorri Krance,<br>Stacey Huskey       | 5316 Providence Road                    | Virginia Beach  | VA    | (757) 424-5300 |
| Aaron Huskey, Don Krance, Lorri Krance,<br>Stacey Huskey       | 5316 Providence Road                    | Virginia Beach  | VA    | (757) 424-5300 |
| William Johnson  | 6326 Five Mile Centre Park<br>Suite 420 | Warrenton       | VA    | (540) 347-0199 |
| William Johnson  | 6326 Five Mile Centre Park<br>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                           | 934 Baker Lane, Suite A                 | Winchester      | VA    | (540) 723-0003 |

| Name  | Address   | City           | State | Phone          |
|---|---|----------------|-------|----------------|
| IV, Thomas C. McDermott III   |   |                |       |                |
| Carol McDermott, Thomas C. McDermott<br>IV, Thomas C. McDermott III | 934 Baker Lane, Suite A                         | Winchester     | VA    | (540) 723-0003 |
| Carol McDermott, Thomas C. McDermott<br>IV, Thomas C. McDermott III | 4391 Ridgewood Center<br>Drive, Suite A         | Woodbridge     | VA    | (703) 646-8555 |
| Mark Smith  | 3702 West Valley Hwy No #<br>308                | Auburn         | WA    | (253) 833-6171 |
| Mark Smith  | 3702 West Valley Hwy No #<br>308                | Auburn         | WA    | (253) 833-6171 |
| Mark Smith  | 3702 West Valley Hwy No #<br>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 Street, #B                           | Kennewick      | WA    | (509) 582-8400 |
| Brian Poirier, Kimberly Poirier                                     | 430 91 <sup>st</sup> Avenue, NE, Suite<br>13    | Lake Stevens   | WA    | (425) 335-3344 |
| Brian Poirier, Kimberly Poirier                                     | 2125 196 <sup>th</sup> Street, SW, Suite<br>118 | Lake Stevens   | WA    | (425) 335-3344 |
| Jennifer Campbell, Jonathan Campbell                                | 4924 109 <sup>th</sup> Street, SW               | Lakewood       | WA    | (253) 474-3688 |
| Jennifer Campbell, Jonathan Campbell                                | 4924 109 <sup>th</sup> Street, SW               | Lakewood       | WA    | (253) 474-3688 |
| Jennifer Campbell, Jonathan Campbell                                | 4924 109 <sup>th</sup> Street SW                | Lakewood       | WA    | (253) 474-3688 |
| Brian Poirier, Kimberly Poirier                                     | 2125 196 <sup>th</sup> Street, SW Suite<br>118  | Lynnwood       | WA    | (425) 778-3355 |
| Brian Poirier, Kimberly Poirier                                     | 2125 196 <sup>th</sup> Street, SW Suite<br>118  | Lynnwood       | WA    | (425) 778-3355 |
| Brian Poirier, Kimberly Poirier                                     | 2125 196 <sup>th</sup> Street, SW Suite<br>118  | Lynnwood       | WA    | (425) 778-3355 |
| Jennifer Campbell, Jonathan Campbell                                | 19062 State Hwy 305 NE<br>Suite 104             | Poulsbo        | WA    | (360) 697-3800 |
| Jeffrey Saily   | 9801 17 <sup>th</sup> Avenue SW                 | Seattle        | WA    | (206) 937-7083 |
| Brett Brown, Holly Brown  | 1014 North Pines Road Ste<br>116                | Spokane Valley | WA    | (509) 891-1030 |
| Brett Brown, Holly Brown  | 1014 North Pines Road Ste<br>116                | Spokane Valley | WA    | (509) 891-1030 |
| Brett Brown, Holly Brown  | 1014 North Pines Road Ste<br>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 |
| Theresa Waterman, Christopher Waterman                              | 2417 Executive Drive                            | East Troy      | WI    | (262) 642-3230 |
| Theresa Waterman, Christopher Waterman                              | 2417 Executive Drive                            | East Troy      | WI    | (262) 642-3230 |
| Mark Schroeder  | 610 Fond du Lac Avenue<br>Suite B               | Fond du Lac    | WI    | (920) 921-9798 |
| Lisa Gutowski   | 2309 Woodale Avenue                             | Green Bay      | WI    | (920) 364-9052 |
| Cori Huston, Wendy Vernon   | 6633 West Forrest Home<br>Avenue                | Greenfield     | WI    | (414) 327-0500 |
| Cori Huston, Wendy Vernon   | 6633 West Forrest Home<br>Avenue                | Greenfield     | WI    | (414) 817-0100 |
| Cori Huston, Wendy Vernon   | 6633 West Forrest Home<br>Avenue                | Greenfield     | WI    | (414) 327-0500 |
| Jackie Franklin, Joyce Schirmer                                     | 2058 Coltonville Road.                          | Janesville     | WI    | (608) 743-9330 |

| <b>Name</b>                                      | <b>Address</b>              | <b>City</b> | <b>State</b> | <b>Phone</b>   |
|--|-----------------------------|-------------|--------------|----------------|
| 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 Road Ste F | Mequon      | WI           | (262) 242-2330 |
| Julie Willis, Kristopher Willis                  | 9730 N Granville Road Ste F | Mequon      | WI           | (262) 242-2330 |
| Julie Willis, Kristopher Willis                  | 9730 N Granville Road Ste F | Mequon      | WI           | (262) 242-2330 |
| Julie Willis, Kristopher Willis                  | 9730 N Granville Road Ste F | Mequon      | WI           | (262) 242-2330 |
| Kailyn Krause                                    | 640 Armour Road             | Oconomowoc  | WI           | (262) 569-9995 |
| Donald Regazzi, Wendy Regazzi                    | 307A N Sawyer Street        | 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 Street        | Weston      | WI           | (715) 359-9796 |
| Barbara Fitzgerald, Bruce Kuehling               | 6006 Hilgeman Street        | Weston      | WI           | (715) 359-9796 |

**Franchise Agreements Signed But Units Not Open**  
**(As of December 31, 2024)**

| Name                             | Address            | City         | State | Phone          |
|----------------------------------|--------------------|--------------|-------|----------------|
| Dimce Sotiroski, Jamie Sotiroski | 2317 St. John Road | Schererville | IN    | (219) 545-3396 |

**Exhibit E to the FDD**

**LIST OF FORMER FRANCHISEES**

**LIST OF FORMER FRANCHISEES  
FOR THE YEAR ENDING DECEMBER 31, 2024**

**Terminations, Non-Renewals, and Ceased Operations**

The following is a compilation of the name, and last known address, and telephone number of every franchisee who has had an outlet terminated, cancelled, not renewed, or otherwise voluntarily ceased to do business under the Merry Maids® Franchise Agreement(s) or who have not communicated with us within ten weeks of the issuance date.

| # of Licenses | Name   | City              | State | Telephone      | Type              |
|---------------|--|-------------------|-------|----------------|-------------------|
| 1             | Jason Sharp  | Huntsville        | AL    | (256) 881-8806 | Ceased Operations |
| 1             | Katie Wilson   | Lake Havasu City  | AZ    | (928) 854-2041 | Non-Renewal       |
| 2             | Angela Olmos   | Bellflower        | CA    | (562) 929-6177 | Termination       |
| 3             | Bob Cunningham, Jane Santos, Melina Cunningham                         | Campbell          | CA    | (408) 377-0400 | Ceased Operations |
| 3             | Frank Gioia, Jesse Martinez Jr.  | Covina            | CA    | (626) 331-8896 | Non-Renewal       |
| 1             | Tzur Shalev  | Lomita            | CA    | (310) 732-5880 | Non-Renewal       |
| 2             | Luis Gutierrez   | Los Angeles       | CA    | (323) 325-7101 | Ceased Operations |
| 2             | Iveth Rivera   | Pasadena          | CA    | (626) 240-8628 | Ceased Operations |
| 1             | Loreli Sapiter, Noel Sapiter   | Pico Rivera       | CA    | (562) 676-6092 | Non-Renewal       |
| 4             | Diane Luders, Michael Luders, Saul Perez                               | Redlands          | CA    | (909) 792-8003 | Termination       |
| 2             | Robley Carpenter   | Denver            | CO    | (303) 790-1900 | Ceased Operations |
| 3             | Matthew Eigner   | Cheshire          | CT    | (203) 272-8499 | Ceased Operations |
| 2             | John Buckridge   | East Hartford     | CT    | (860) 563-8367 | Ceased Operations |
| 1             | Kevin Tomlinson; Victor Danyi  | Oakdale           | CT    | (860) 398-9009 | Ceased Operations |
| 6             | Gracie Eastman, Sylvia Clayton, William Eastman                        | Fern Park         | FL    | (407) 331-5266 | Ceased Operations |
| 1             | Thomas Kershaw   | Fort Walton Beach | FL    | (850) 864-1225 | Termination       |
| 1             | 80301-Jerod and Jalisa Watson  | Acworth           | GA    | (770) 529-4401 | Ceased Operations |
| 2             | Edward Brown, Kimberly Brown   | Martinez          | GA    | (803) 593-0077 | Ceased Operations |
| 6             | Dharmesh Patel, Kyle Dodd, Roy Silkwood                                | Chicago           | IL    | (773) 463-2780 | Ceased Operations |
| 1             | 80297-Abigail Thompson   | Elgin             | IL    | (708) 400-5426 | Termination       |
| 1             | Christine Thomas, Jay Mellentine                                       | South Bend        | IN    | (574) 309-9868 | Ceased Operations |
| 1             | Daniel Burgess   | Scarborough       | ME    | (207) 883-2225 | Ceased Operations |
| 1             | Kimberly Copeland  | East Helena       | MT    | (406) 227-6485 | Ceased Operations |
| 3             | Jennifer Litzelman   | Charlotte         | NC    | (704) 567-6694 | Ceased Operations |
| 1             | Robert Glover  | Jacksonville      | NC    | (252) 637-9594 | Ceased Operations |
| 2             | Victor Danyi   | Hamilton          | NJ    | (609) 586-8188 | Ceased Operations |
| 5             | Austin Schneeweis  | Newfoundland      | NJ    | (973) 874-0232 | Ceased Operations |
| 1             | Christian Olson  | Reno              | NV    | (775) 359-8882 | Ceased Operations |
| 1             | Dean Rozler, Jacob Rozler  | Buffalo           | NY    | (716) 662-7800 | Ceased Operations |
| 3             | Joan Breimann, JTW Home Services Inc. 401k Plan-F/B/O Joan M. Breimann | Hauppauge         | NY    | (631) 471-1234 | Ceased Operations |
| 2             | Josephine Horvath  | Levittown         | NY    | (516) 931-0758 | Ceased Operations |
| 4             | Patti Canterbury   | Tallmadge         | OH    | (330) 634-9723 | Ceased Operations |
| 2             | Becky Sullivan, Ryan Sullivan  | West Lake         | OH    | (440) 250-9210 | Ceased Operations |
| 1             | Carolyn Carpenter  | Klamath Falls     | OR    | (541) 884-5319 | Ceased Operations |
| 2             | Donna Partin, Dwayne Keller  | Camp Hill         | PA    | (717) 620-8788 | Ceased Operations |

| <b># of Licenses</b> | <b>Name</b>  | <b>City</b>    | <b>State</b> | <b>Telephone</b> | <b>Type</b>       |
|----------------------|--|----------------|--------------|------------------|-------------------|
| 1                    | Lesley Horman                                      | Collegeville   | PA           | (610) 489-4469   | Ceased Operations |
| 5                    | Austin Schneeweis                                  | Glenshaw       | PA           | (412) 931-5260   | Ceased Operations |
| 1                    | Brice Lott   | Philadelphia   | PA           | (215) 462-3219   | Non-Renewal       |
| 1                    | Doug Hyman   | Rock Hill      | SC           | (843) 319-6999   | Termination       |
| 1                    | Cendy Esparza,Jose Gonzalez                        | El Paso        | TX           | (915) 755-5020   | Termination       |
| 1                    | David Cantu  | San Antonio    | TX           | (210) 341-5857   | Ceased Operations |
| 1                    | Abdulhakim Faqi,Fatuma Moallin                     | Falls Church   | VA           | (202) 244-6773   | Ceased Operations |
| 4                    | Aaron Huskey,Don Krance,Lorri Krance,Stacey Huskey | Virginia Beach | VA           | (757) 424-5300   | Ceased Operations |

## Transfers

The following is a list of every Merry Maids® franchise that was transferred in 2024:

| # of Licenses | Name  | City              | State | Telephone      | Type     |
|---------------|---|-------------------|-------|----------------|----------|
| 1             | Ronald Ron Janix Florjancic                                 | Moorpark          | CA    | (805) 529-2456 | Transfer |
| 1             | Brian Peterson, Kim Peterson                                | Denver            | CO    | (303) 790-1900 | Transfer |
| 2             | Brian Peterson, Kim Peterson                                | Denver            | CO    | (303) 790-1900 | Transfer |
| 1             | Kelly Elton, Mary Ellen Haugum Kinney                       | Lakewood          | CO    | (303) 985-0251 | Transfer |
| 2             | John Buckridge  | East Hartford     | CT    | (860) 563-8367 | Transfer |
| 1             | Kevin Tomlinson; Victor Danyi                               | Oakdale           | CT    | (860) 398-9009 | Transfer |
| 1             | Christopher White, Debby Weigel, Jan White, Larry Weigel    | Tampa             | FL    | (813) 814-9514 | Transfer |
| 1             | Paul Wheelock   | Bettendorf        | IA    | (563) 355-2323 | Transfer |
| 1             | Paul Wheelock   | Dubuque           | IA    | (563) 355-2323 | Transfer |
| 2             | Hassan Baraka, Isatu Baraka                                 | Fairmount Heights | MD    | (301) 439-5709 | Transfer |
| 2             | Connie Robertson  | Belton            | MO    | (816) 322-3120 | Transfer |
| 3             | Johanna Rozler  | Orchard Park      | NY    | (716) 662-7800 | Transfer |
| 1             | Michael Bueti   | Valhalla          | NY    | (914) 747-1111 | Transfer |
| 3             | Michael Bueti   | Valhalla          | NY    | (914) 747-1111 | Transfer |
| 1             | Danny Barnett   | Bend              | OR    | (541) 382-3872 | Transfer |
| 3             | Alan F. Kitts   | Knoxville         | TN    | (865) 690-7637 | Transfer |
| 1             | Kanachi Vogel Cowie   | Falls Church      | VA    | (703) 931-8747 | Transfer |
| 1             | Michael Bohan, Verda Bohan                                  | Leesburg          | VA    | (703) 724-4010 | Transfer |
| 2             | Michael Bohan, Verda Bohan                                  | Manassas          | VA    | (703) 815-0600 | Transfer |
| 1             | Emmy Byrnes, Linda Dougherty, Ray Dougherty, Rebecca Frazer | Springfield       | VA    | (703) 536-1044 | Transfer |
| 2             | Emmy Byrnes, Linda Dougherty, Ray Dougherty, Rebecca Frazer | Vienna            | VA    | (703) 536-1044 | Transfer |
| 2             | Laurie Briesath, Scott Briesath                             | East Troy         | WI    | (262) 642-3230 | Transfer |

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

**Exhibit F to the FDD**

**STATE ADDENDA TO DISCLOSURE DOCUMENT  
AND TO FRANCHISE AGREEMENT**

**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 FRANCHISING DISCLOSURE DOCUMENT.

2. Item 2. NO FRANCHISOR OR ANY PERSON IN ITEM 2 OF THIS DISCLOSURE DOCUMENT 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. Release. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. IN CASE OF A DISPUTE, YOU WAIVE YOUR RIGHT TO A JURY TRIAL UNDER THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE 20000 THROUGH 20043).

4. Item 17. The Following Paragraphs are an addition to the disclosure contained in Item 17 of the Disclosure Document:

(a) California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

(b) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 USCA Sec. 101, et seq.).

(c) 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.

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

(e) The Franchise Agreement requires application of the laws of Georgia. This provision may not be enforceable under California law.

(f) Section 31125 of the California Corporations Code requires Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

(g) The highest applicable interest rate permitted under California law is 10%.

5. No statement, questionnaire, or acknowledgement 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 us, any franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGMENTS. <https://www.nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf>.

**6. The registration of this franchise does not constitute approval, recommendation, or endorsement by the California Department of Financial Protection and Innovation.**

7. 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.

8. 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.

9. 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).

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF CALIFORNIA**

This California Amendment 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 Amendment shall survive the termination or expiration of the Franchise Agreement.**

In consideration of the execution of the Franchise Agreement (the “**Franchise Agreement**”), Merry Maids and Franchisee agree to amend the Franchise Agreement as follows:

1. The following shall be added as a new Section to the Franchise Agreement and be numbered “Section 3.C.”:

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 15.B. 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.

2. To the extent that Section 18 (“Default, Termination, and Post-Termination”) 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.

3. 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.

4. 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 18.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.

5. The parties agree that if Franchisee or any its owners commit any of the breaches of the

Franchise Agreement identified in Section 18.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 18.A., of a material provision of the Franchise 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.

6. Section 15.B. entitled “Post-Term Noncompete” is hereby amended by adding the following to the end of Section 15.B. as follows:

The provisions of this Section 15.B. 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, Manual; 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.

7. Section 18.C. entitled “Post-termination Obligations” is hereby amended by adding the following to the end of Section 18.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.

8. Section 27 of the Franchise Agreement entitled "Representations by Franchisee" is hereby deleted in its entirety.

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 Amendment is in conflict with any term or condition of the Franchise Agreement, the terms of this Amendment shall control.

*[Signature page to follow.]*

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms.

MERRY MAIDS SPE LLC:

FRANCHISEE:

\_\_\_\_\_

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

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

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

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

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

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

**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.

**AMENDMENT TO FRANCHISE AGREEMENT  
FOR THE STATE OF HAWAII**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (the “**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** This Amendment is annexed to and forms part of the Franchise Agreement. This Amendment 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. of the Franchise Agreement entitled “Representations by Franchisee in Certain States” and 27.C. of the Franchise Agreement entitled “Franchisee Acknowledgements in Certain States” are hereby deleted in their entirety.

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:

FRANCHISEE:

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

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

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

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

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

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

**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. Item numbers correspond to those in the main body:

1. Cover Page

The risk factors stated on this cover page may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41, pertaining to jurisdiction, venue and waiver of rights.

2. Item 17c under the heading “Requirements for you to renew or extend”, 17e under the heading “Termination by us without cause”, and 17e under the heading “Termination by us with cause” are amended by the addition of the following language to the original language that appears therein:

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. Item 17v under the heading “Choice of forum” is amended by the addition of the following language to the original language that appears therein:

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.

4. Item 17w, under the heading “Choice of law”, is amended by the addition of the following language to the original language that appears therein:

Illinois law governs the Franchise Agreement.

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF ILLINOIS**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (“**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

1. Forum for Litigation. Section 24.B.3. entitled “Forum for Litigation” shall be amended to add the following”

Notwithstanding the foregoing, 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.

2. Applicable Law and Jurisdiction. Section 25.A. entitled “Governing Law” shall be deleted in its entirety and replaced with the following:

Illinois law governs the Franchise Agreement.

3. 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. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure 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:

FRANCHISEE:

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

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

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

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

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

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

**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 “Choice of forum” and “Choice of law”, 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. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

B. Items 17c, and 17m under the heading “Requirements for you to renew or extend” and “Conditions for our approval of transfer”, 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 “Termination by us without cause”, 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.

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF MARYLAND**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (“**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

1. **Initial Fee Deferral.** Section 2.A. of the Franchise Agreement entitled “Franchise Fee” is amended by adding the following to the end of the section:

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. **Release on Renewal.** Section 3.B.1.g. of the Franchise Agreement entitled “Renewal Conditions” shall be 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. **Release on Transfer.** Section 14.A.5. entitled “Control Transfers” shall be 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.

4. **Choice of Law; Jurisdiction and Venue.** Section 24.B.3. entitled “Forum for Litigation” shall be amended by adding the following:

Notwithstanding anything to the contrary in this Section, Franchisee may bring a claim against Franchisor under the Maryland Franchise Registration and Disclosure Law in any Court of competent jurisdiction in the State of Maryland

5. **Limitations of Claims.** Section 24.F. entitled “Two-Year Limitation on Claims” 10.7 of the Franchise Agreement is amended by adding the following:

Notwithstanding the foregoing, Franchisee may bring a legal claim against Franchisor under the Maryland Franchise Registration and Disclosure Law within three years after the grant of the franchise.

6. **Effectiveness of Amendment.** Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

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:

FRANCHISEE:

\_\_\_\_\_

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

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

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

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

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

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

**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:

1. Cover Page

Risk Factors:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL. RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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.

2. Item 13

Item 13, under the heading, “Trademarks,” is amended by the addition of the following language to the original language that appears therein:

The Minnesota Department of Commerce requires that we indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the trademarks infringes trademark rights of the third party. We will indemnify you only if you have used the trademarks in accordance with the requirements of the Franchise Agreement. Also, as a condition to indemnification, you must provide notice to us of any such claim within 10 days and tender the defense of the claim to us. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim.

3. Item 17

A. Items 17e entitled “Termination by us without cause” and 17f entitled “Termination by us with cause”, 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, 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.

B. Items 17v entitled "Choice of forum" and 17w entitled "Choice of law", 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.

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF MINNESOTA**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (“**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

1. Section 3.B.1.g. of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

2. Section 3.B. of the Franchise Agreement, under the heading “Renewal” and Section 18.B. of the Franchise Agreement, under the heading “Termination after Opportunity to Cure”, respectively, are 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 subs. 3, 4 and 5 which require, except in certain specified cases, 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.

3. Sections 24.A.3.a. entitled “Arbitration Procedure” and 24.B.3. under the heading “Forum for Litigation” of the Franchise Agreement 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 Disclosure Document or agreement can abrogate or reduce any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or franchisee’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

*[Signature page to follow.]*

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:

FRANCHISEE:

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

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

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

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

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

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

**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

A. 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.”

B. 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”

C. 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”

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF NEW YORK**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (the “**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

1. Section 18.B. entitled “Termination After Opportunity to Cure” of the Franchise Agreement shall be amended by the addition of the following language to the end of the Section:

Franchisee may terminate this Agreement on any grounds available by law.

2. Section 14.B. entitled “Transfer by Franchisor” of the Franchise Agreement shall be amended by the addition of the following language at the end of the Section:

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.

3. Section 25.A. entitled “Governing Law” of the Franchise Agreement shall be amended by the addition of the following at the end of the Section:

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 Amendment 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: \_\_\_\_\_

**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.

The following statements are added to Item 17:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (the “**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

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:

- A. Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.
- B. 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.
- C. 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.
- D. The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.
- E. The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.
- F. 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.
- G. 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.
- H. 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 Amendment shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

4. This Amendment is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Amendment and the Franchise Agreement, the terms and conditions of this Amendment shall apply.

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:

FRANCHISEE:

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

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

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

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

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

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

**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:

1. Item 17

Items 17v entitled “Choice of forum” and 17w entitled “Choice of law”, are each 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.”

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF RHODE ISLAND**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (the “**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

Section 24.A.3.a. entitled “Arbitration Procedure” of the Franchise Agreement and Section 24.B.3. entitled “Forum of Litigation” of the Franchise Agreement are 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:

FRANCHISEE:

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

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

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

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

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

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

**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.

**AMENDMENT TO THE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT,  
AND ALL RELATED AGREEMENTS  
FOR THE STATE OF WASHINGTON**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.
16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. **Deferral of Initial Fees.** Section 2.A. entitled “Franchisee Fee” of the Franchise Agreement shall be amended to add the following at the end of the Section:
20. **Representations.** Sections 27.B. entitled “Representations by Franchisee in Certain States” of the Franchise Agreement and 27.C. entitled “Franchisee Acknowledgements in Certain States” of the Franchise Agreement is hereby deleted in their entirety.
21. **Item 3, Additional Disclosures.** The following is added to Item 3:

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.

[Signature Page Follows]

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:

FRANCHISEE:

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

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

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

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

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

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

**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.

**AMENDMENT TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF WISCONSIN**

THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and modifies a Franchise Agreement of this date (the “**Franchise Agreement**”) entered into by Merry Maids SPE LLC, a Delaware limited liability company, with its principal office at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328 (“**Franchisor**”), and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“**Franchisee**”).

“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:

FRANCHISEE:

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

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

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

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

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

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

**Exhibit G to the FDD**

**TABLE OF CONTENTS TO MANUAL**

**Merry Maids Manual  
Table of Contents**

**CONTENTS**

Merry Maids SPE LLC..... 1

1 INTRODUCTION TO THE MANUAL ..... 4

2 INTRODUCTION TO THE FRANCHISE SYSTEM..... 7

2.1 HISTORY OF THE COMPANY ..... 7

2.2 SERVICEMASTER MISSION..... 7

2.3 RESOURCES AND TOOLS ..... 10

3 PRE-OPENING PROCEDURES ..... 14

3.1 INTRODUCTION ..... 14

3.2 YOUR STATUS AS A FRANCHISEE ..... 14

3.3 ESTABLISHMENT OF BUSINESS FORM ..... 15

3.4 SITE SELECTION PROCESS ..... 16

3.5 LICENSES, PERMITS AND TAXES ..... 20

3.6 IT POLICIES..... 25

3.7 NEW FRANCHISEE TRAINING ..... 27

3.8 SETTING UP YOUR FACILITY ..... 28

3.9 UTILITIES / SERVICES ..... 34

3.10 BANK ACCOUNTS..... 34

3.11 INSURANCE COVERAGE..... 36

3.12 GRAND OPENING ..... 38

4 STAFFING RESOURCES ..... 41

4.1 INTRODUCTION ..... 41

4.2 NON-JOINT-EMPLOYER STATUS..... 42

4.4 OSHA..... 43

4.5 BECOMING A GREAT EMPLOYER ..... 45

4.6 PREPARING TO HIRE YOUR FIRST EMPLOYEE..... 45

4.7 JOB DESCRIPTIONS / RECRUITING EMPLOYEES..... 46

4.8 BACKGROUND CHECKS ON JOB APPLICANTS..... 47

4.9 PRE-EMPLOYMENT TESTING ..... 48

|  |    |
|--|----|
| 4.10 MISCELLANEOUS HIRING ISSUES .....                   | 48 |
| 4.11 ADDITIONAL STEPS IN HIRING PROCESS .....            | 49 |
| 4.12 NEW EMPLOYEE ORIENTATION .....                      | 50 |
| 4.13 NEW EMPLOYEE TRAINING .....                         | 51 |
| 4.14 HUMAN RESOURCES POLICIES .....                      | 52 |
| 4.15 PAYING YOUR EMPLOYEES .....                         | 53 |
| 4.16 CULTURE.....  | 56 |
| 4.17 PERFORMANCE EVALUATIONS .....                       | 58 |
| 4.18 EMPLOYEE DISCIPLINE.....                            | 59 |
| 4.19 RESIGNATION / TERMINATION.....                      | 60 |
| 4.20 SUMMARY OF GOOD EMPLOYEE MANAGEMENT PRACTICES ..... | 62 |
| 5 OPERATING PROCEDURES.....                              | 63 |
| 5.1 INTRODUCTION .....                                   | 63 |
| 5.2 REQUIRED DAYS / HOURS OF OPERATION .....             | 63 |
| 5.3 EMERGENCY CLOSINGS.....                              | 63 |
| 5.4 CUSTOMER SERVICE PROCEDURES.....                     | 64 |
| 5.5 CLOSEOUT PROCESS.....                                | 70 |
| 5.6 PRODUCTS / EQUIPMENT / TECHNICAL SUPPORT .....       | 70 |
| 5.7 FACILITY CLEANING AND MAINTENANCE .....              | 75 |
| 5.8 EQUIPMENT MAINTENANCE .....                          | 76 |
| 6 CUSTOMER ACQUISITION.....                              | 77 |
| 6.1 UNDERSTANDING THE SERVICE OFFERINGS .....            | 77 |
| 6.2 LEAD GENERATION .....                                | 82 |
| 6.3 LEAD MANAGEMENT .....                                | 83 |
| 6.4 SALES TRAINING .....                                 | 84 |
| 7 SERVICE FULFILLMENT PROCEDURES .....                   | 90 |
| 7.1 CAPACITY PLANNING.....                               | 90 |
| 7.2 SCHEDULING .....                                     | 91 |
| 7.3 TEAM MOBILITY .....                                  | 91 |
| 7.5 QUALITY ASSURANCE .....                              | 92 |

|  |     |
|--|-----|
| 7.6 REFERRAL PROGRAM .....                     | 93  |
| 7.7 CUSTOMER RETENTION .....                   | 93  |
| 7.8 CASH PAYMENT HANDLING.....                 | 93  |
| 7.9 SECURITY / KEYS.....                       | 94  |
| 8 FINANCE, ACCOUNTING, AND REPORTING .....     | 95  |
| 8.1 CHART OF ACCOUNTS .....                    | 95  |
| 8.2 FUNDAMENTALS OF FINANCE .....              | 95  |
| 8.3 QUICKBOOKS / ACCOUNTING SOFTWARE .....     | 100 |
| 8.4 REVENUE REPORTING.....                     | 100 |
| 8.5 PAYMENTS.....                              | 100 |
| 8.6 OPERATING KEY METRICS .....                | 101 |
| 9 MARKETING .....                              | 104 |
| 9.1 GUIDELINES FOR USING MARKS .....           | 104 |
| 9.2 BRAND POSITIONING AND TARGET AUDIENCE..... | 105 |
| 9.3 MARKETING STANDARDS .....                  | 107 |
| 9.4 LOGO SPECIFICATIONS .....                  | 107 |
| 9.5 REQUIRED MARKETING EXPENDITURES .....      | 108 |
| 9.6 LOCAL MARKETING.....                       | 108 |
| 9.7 OBTAINING MARKETING APPROVAL .....         | 112 |
| 9.8 MARKETING RESOURCES .....                  | 112 |

**Exhibit H to the FDD**

**CUSTOMER LEAD FEE AGREEMENT**

## CUSTOMER LEAD FEE AGREEMENT

THIS CUSTOMER LEAD FEE 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 within the 90 days preceding the opening of Transferee’s franchised business (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, Transferor is entitled to the sum of \$250 per Acquired Customer. As a result, Transferee shall pay Transferor a sum of \$\_\_\_\_\_ within five days of 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 Customer Lead Fee 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 LEAD FEE AGREEMENT**

**Exhibit I to the FDD**

**MERRY MAIDS TEAM MOBILITY  
END-USER LICENSE AGREEMENT**

## **MERRY MAIDS TEAM MOBILITY END-USER LICENSE AGREEMENT**

This END-USER LICENSE AGREEMENT (the “**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 franchised 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 franchised 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 this 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

**Exhibit J to the FDD**

**STATE EFFECTIVE DATES**

### **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   | Pending               |
| Hawaii       | Pending               |
| Illinois     | July 25, 2025         |
| Indiana      | Pending               |
| Maryland     | Pending               |
| Michigan     | July 25, 2025         |
| Minnesota    | Pending               |
| New York     | Pending               |
| North Dakota | Pending               |
| Rhode Island | Pending               |
| South Dakota | Pending               |
| Virginia     | Pending               |
| Washington   | Pending               |
| Wisconsin    | Pending               |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.



