

FRANCHISE DISCLOSURE DOCUMENT



CORE Group Restoration Franchising, LLC

a Texas limited liability company

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Austin, TX 78701

(877) 219-6168

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www.gowithcore.com

CORE Group Restoration franchises provide disaster recovery and property damage restoration services to residential and commercial customers using the CORE Group Restoration name and marks (“**CORE Business(es)**”).

The total investment necessary to begin operation of a single CORE Business is as follows: (i) ELITE: between \$92,400 and \$378,750, which includes between \$62,150 and \$101,250 that must be paid to the franchisor or its affiliates; and (ii) STANDARD: between \$82,250 and \$366,350, which includes between \$52,000 and \$88,850 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 accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Dan Cassara at 720 Brazos Street, Suite 1200, Austin, TX 78701 and (877) 219-6168.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, 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 on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: August 30, 2024



How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only CORE Group Restoration business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a CORE Group Restoration franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.



What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in [Exhibit 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 Texas. 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 Texas than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make minimum advertising and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Trademark Not Federally Registered.** The primary trademark that you will use in your franchised business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brandrecognition of the products or services you offer.
5. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchisor in a system with a longer operating history.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.



NOTICE REQUIRED BY STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that the 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 terms 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 five 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 six 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 or under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision 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 THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa, Lansing, Michigan 48913
(517) 373-7117

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



TABLE OF CONTENTS

Item		Page
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	3
ITEM 3	LITIGATION	5
ITEM 4	BANKRUPTCY	5
ITEM 5	INITIAL FEES	5
ITEM 6	OTHER FEES.....	7
ITEM 7	ESTIMATED INITIAL INVESTMENT YOUR ESTIMATED INITIAL INVESTMENT	13
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	18
ITEM 9	FRANCHISEE’S OBLIGATIONS	20
ITEM 10	FINANCING	21
ITEM 11	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	22
ITEM 12	TERRITORY.....	30
ITEM 13	TRADEMARKS	32
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	34
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	35
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	36
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	36
ITEM 18	PUBLIC FIGURES	38
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	38
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	39
ITEM 21	FINANCIAL STATEMENTS.....	45
ITEM 22	CONTRACTS	45
ITEM 23	RECEIPTS	45

EXHIBITS:

- A. FINANCIAL STATEMENTS
- B. FRANCHISE AGREEMENT
- C. LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS
- D. STATE ADDENDA AND AGREEMENT RIDERS
- E. BRAND STANDARDS MANUAL TABLE OF CONTENTS
- F. LIST OF CURRENT AND FORMER FRANCHISEES
- G. CONTRACTS FOR USE WITH THE CORE GROUP RESTORATION FRANCHISE
- H. NOTICE OF RESTRICTIVE COVENANTS
- I. STATE EFFECTIVE DATES
- J. RECEIPT

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE-SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE-SPECIFIC AMENDMENTS, IF ANY, APPEAR IN THE STATE ADDENDA AT EXHIBIT D.



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

To simplify the language in this Franchise Disclosure Document, “CGR” and “we,” “us” or “our” means CORE Group Restoration Franchising, LLC, the franchisor. “You” or “your” means the person, and its owners if you are a business entity, who buys the franchise from CGR.

The Franchisor and its Affiliate

CGR is a Texas limited liability company that was formed on July 2, 2019. We do business under our company name, CORE Group Restoration, and no other name. Our principal business address is 720 Brazos Street, Suite 1200, Austin, TX 78701. CGR offers two different franchising models: (1) the CORE Elite model, and (2) the CORE Standard model, which are described and offered under this Franchise Disclosure Document. Both of these franchise models are conversion models, where an existing restoration business uses CGR’s Marks and System Standards to operate a CORE Business, as defined below, from their existing commercial location. Additionally, CGR previously offered franchises for the CORE Branded franchise model (“**CORE Branded Franchises**”), under a separate Franchise Disclosure Document, from August 2020 through April 2023. CGR reserves the right to offer CORE Branded Franchises in the future.

CGR has not offered franchises in any other line of business. We do not conduct, and have not conducted, the type of business described in this Franchise Disclosure Document. We have not, and do not, operate franchises in any other line of business. We have no predecessor or parent entities.

We began offering franchises for CORE Elite (each, a “**CORE Elite Franchise**”) in July 2019 and for CORE Standard (each, a “**CORE Standard Franchise**”) in August 2020.

Our affiliate, CORE Group Restoration, Inc. (“**CGR Affiliate**”) is a Texas corporation that was incorporated on March 29, 2018. CGR Affiliate’s principal address is 720 Brazos Street, Suite 1200, Austin, TX 78701. CGR Affiliate owns and controls all of the intellectual property utilized by all of the CORE Businesses and licenses it to us. CGR Affiliate may also provide referral work to franchisees (“**CORE Franchisees**” or “**CORE Members**”) as well as social media advertising services (see Item 6). CGR Affiliate does not conduct the type of business you will operate, nor has ever offered franchises for CORE Businesses or for franchises in any other line of business. One of CGR Affiliate’s shareholders operates a business like those described in this Franchise Disclosure Document and has done so since 1991.

Our agent for service of process in Texas is United States Corporation Agents, Inc., 9900 Spectrum Drive, Austin, TX 78717. Our agents for service of process for other states are identified by state in Exhibit C. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

We grant the opportunity for existing businesses to convert to and become members of the CORE franchise system by using the “CORE GROUP RESTORATION” trademarks, trade names, service marks and logos (“**Marks**”) to identify themselves as part of the CORE family. Businesses who convert to CORE system franchises under this model are called “**CORE Businesses**” or “**Businesses.**” CORE Businesses may use CORE’s Marks and receive the benefits outlined in this Franchise Disclosure Document and must abide by certain standards as set forth in our brand standards manual but are not required to complete an



overhaul of their business's operations post-conversion. In exchange for the ability to use the Marks and other benefits, CORE Businesses will pay the fees described in this Franchise Disclosure Document.

CORE Businesses provide disaster recovery and property damage restoration and cleaning services (“**CORE Services**” or “**Services**”) to commercial and residential customers (“**Customers**”) following damage caused by fire, smoke, water, wind, mold or viral pathogens. More specifically, CORE Businesses may offer services such as damage mitigation, reconstruction, restoration and repair services; cleaning, mold remediation and biological decontamination services; disinfection services to limit the survival of viruses; odor removal; services related to those listed above, such as floor, carpet, drapery and upholstery cleaning; and other similar or complimentary services. CORE Businesses typically offer the Services in the same manner as prior to their conversion, but after the conversion CORE Businesses may use CORE's Marks as part of their tradenames. You must operate your CORE Business from an acceptable commercial facility (“**Facility**”).

CORE Members use our distinctive business format, adopt our code of conduct, and have access to our business improvement methods, procedures, advertising, promotional and marketing methods, operational standards and specifications, and various other proprietary methods of doing business (“**System Standards**”) in the operation of their CORE Businesses. The System Standards may be changed or modified by us throughout your ownership of the CORE Business, and you may be required to implement certain new programs we require.

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit B (“**Franchise Agreement**”). You may operate one CORE Business for each Franchise Agreement you sign.

CORE Elite Franchises

CORE Elite Franchises are offered to currently operating disaster recovery and property damage restoration businesses that have been in operation for at least eight years and have gross annual revenues exceeding \$12 million (averaged over the prior three-year period) prior to converting to a CORE Elite Franchise. CORE Elite Franchises may advertise themselves as CORE Elite members, i.e., they may brand themselves as Acme Restoration, a CORE Elite company.

CORE Standard Franchises

CORE Standard Franchises are offered to currently operating disaster recovery and property damage restoration businesses that have been in operation for at least three years and have gross annual revenues exceeding \$3 million.

The grant of a CORE Elite Franchise is largely similar to the grant of a CORE Standard Franchise except for certain rights that are reserved for CORE Elite Franchises, including the right to use the “Elite” designation as part of their tradename. Additionally, the fees required of each franchise are different. Each of these differences is explained further in this Franchise Disclosure Document. CORE Standard Franchises have the ability to graduate to the Elite level with our approval.

Market and Competition

The target market for the CORE Services you will offer is home and property owners, landlords, property management companies and businesses in your community. The market for restoration services is well-developed and highly competitive. Our services are not seasonal in nature. Your CORE Business will compete with other restoration service companies and businesses that offer similar products and services



including franchised operations, national chains, and independently owned companies offering restoration and construction services. At times, you may compete in your market or Territory with other CORE Businesses.

Industry Specific Laws

Your CORE Business will be subject to various federal, state and local laws and regulations affecting your CORE Business. These may include federal, state, and local occupational health and safety regulations as well as licensing requirements to perform restoration work such as construction, HVAC maintenance, mold remediation, lead paint and asbestos testing and abatement and other services. Your CORE Business may also be subject to environmental laws, such as National Emissions Standards for Hazardous Air Pollutants (“**NESHAP**”). You must comply with all federal, state and local regulations regarding disposal of waste products and unused cleaning products. There may be licensing or certification requirements for applying disinfectants, sanitizers and other anti-microbials that are Environmental Protection Agency (“**EPA**”) registered. Some states may require that you obtain general contractor license and home inspector’s license, and some localities also require licensing. As a general contractor, you may have worker’s compensation liability for employees of your subcontractors if they fail to maintain the Worker’s Compensation Insurance required by state law. If you are authorized to provide construction and reconstruction services, you may need to obtain additional permits and licenses, and you may need to obtain additional insurance and bonding. You must obtain all necessary permits, licenses, and approvals to operate your CORE Business.

There are also optional certifications that you may choose to obtain from third-party agencies such as the Institute of Inspection Cleaning and Restoration Certification (“**IICRC**”), the American Council for Accredited Certification (“**ACAC**”), as well as the Restoration Industry Association (“**RIA**”). While we do not require these certifications, we recommend that CORE Members pursue the following educational designations: Water Damage Restoration Technician certification and Fire and Smoke Remediation Technician certifications from the IICRC or its successor, certification as either an Applied Microbial Remediation Technician from IICRC or its successor or a Certified Microbial Remediator from ACAC or its successor, and the Certified Restorer Designation from RIA or its successor as well as other certifications and designations that we may recommend or require in the future. You are required to comply with the IICRC, ACAC, RIA and other licensing bodies’ guidelines and specifications.

Your CORE Business may also be subject to laws relating to zoning, access for the disabled, and safety and fire standards. You may need the local fire marshals or other local, state or federal agency’s permission before you begin operations. In addition, there may be local licensing and employment regulations, including worker’s compensation insurance requirements. You must comply with the Americans with Disabilities Act which requires accommodations for disabled people and may affect your building construction, site design, entrance ramps, doors, seating, bathrooms, etc.

ITEM 2 **BUSINESS EXPERIENCE**

Chief Executive Officer: Daniel Cassara

Mr. Cassara has been our Chief Executive Officer in Austin, Texas since July 2019. Mr. Cassara has also been Chairman and Chief Executive Officer of CGR Affiliate in Austin, Texas since May 2018.



Chief Technology Officer: Saad Siddiqui

Mr. Siddiqui has been our Chief Technology Officer since July 2020. Prior to joining CGR, Mr. Saddiqui was a developer and programmer for Security Enhancement Systems from March 2020 to August 2020 in Northbrook, Illinois. From June 2016 to March 2020, Mr. Siddiqui was a Software Engineer for Sedgwick Repair Solutions in Naperville, Illinois.

Chief Financial Officer: Louis Fernandez

Mr. Fernandez has been our Chief Financial Officer in Austin, Texas since August 2023. From August 2022 to July 2023, Mr. Fernandez taught high school mathematics to under-privileged students in Austin, Texas at Navarro High School. Prior to this, Mr. Fernandez was the Chief Financial Officer of Twisted North America, an automobile dealer in Austin, Texas from January 2020 to June 2022. From November 2018 to June 2019, Mr. Fernandez was a Corporate Finance Consultant for Q'Max Solutions, Inc., an oil and gas company in Houston, Texas.

Chief Revenue Officer: Thomas Gissler

Mr. Gissler has been CORE Group's Chief Revenue Officer in Austin, Texas since March 2024. Prior to this, Mr. Gissler was the Brand President for Restoration 1 Franchising in Dallas, Texas from January 2021 to February 2024 and the Vice President of Operations from October 2020 to January 2021. From August 2016 to August 2020, Mr. Gissler was a police officer for the City of Atlanta, Georgia.

Vice President of Contractor Operations: Andrew Neiman

Mr. Neiman has been our Vice President of Contractor Operations in Austin, Texas since January 2024. Prior to this role, he held the role of Vice President of Operations at CORE Group from April 2018 to December 2023.

National Account Director: Michael Allen Reid

Mr. Reid has been our National Account Director in Austin, Texas since March 2020. Mr. Reid was the District Sales Manager of Total USA in Houston, Texas from February 2019 to March 2020.

Director of Concierge Services: Simona Hammond

Ms. Hammond has been our Director of Concierge Services in Austin, Texas since September 2020. From July 2011 to September 2020, Ms. Hammond was self-employed as a hairstylist in San Jose, California.

Client Sales Director: Michael Schiltz

Mr. Schiltz has been our Client Sales Director since May 2024. From September 2021 to March 2024, Mr. Schiltz was the Pro Operations Manager for HOMEE, Inc., a managed repair business in Tampa, Florida. From March 2020 to September 2021, Mr. Schiltz was a Senior Account Executive for Claim Central, Inc., a software company in Ponte Vedra, Florida. Since February 2021, Mr. Schiltz has been the Chief Executive Officer of Lionshield Capital, a digital asset mining company in Austin, Texas. From September 2019 to February 2020, Mr. Schiltz was a sales director at Qv21 Technologies, Inc., a software company in Austin, Texas. From May 2018 to May 2019, Mr. Schiltz was Director of Business Development for WeGoLook, LLC, an insurance services company in Oklahoma City, Oklahoma.



ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Membership Fee

You must pay us an initial membership fee (“**Initial Membership Fee**”) when you sign the Franchise Agreement, which will be based on the population of your Territory (as defined in Item 12). The population of the Territory is based on the most recent U.S. Census report and supplemented with other available information that we deem relevant. Unless we extend financing as described below in Item 10, the Initial Membership Fee is due in full at the time you sign the Franchise Agreement, is deemed fully earned by us once paid and is non-refundable under any circumstances, even if you choose not to operate your CORE Business. Each Franchise Agreement will grant you the right to operate one CORE Business. The Initial Membership Fee is different for CORE Elite Franchises and CORE Standard Franchises. The Initial Membership Fee is non-refundable and is different for CORE Elite Franchises and CORE Standard Franchises but is uniformly imposed within those designations.

The current Initial Membership Fee is calculated as follows:

Territory Population	Initial Membership Fee (Elite)	Initial Membership Fee (Standard)
Under 750,000	\$65,000	\$55,000
750,000 to 999,999	\$70,000	\$60,000
1,000,000 to 1,499,999	\$75,000	\$65,000
1,500,000 to 1,999,999	\$80,000	\$70,000
2,000,000 or more	\$85,000	\$75,000

In our sole discretion, we may allow you to finance up to 100% of your Initial Membership Fee over a term of 12-60 months (see Item 10). If you finance a portion of the Initial Membership Fee, we will select the financing option on Attachment A to the Franchise Agreement and you will sign the Promissory Note and Security Agreement, which are attached to this Franchise Disclosure Document in Exhibit G, when you sign the Franchise Agreement.



Territory Fee

Beginning one month after you sign the Franchise Agreement, you must pay us a monthly territory fee (“**Territory Fee**”) based on the population of your Territory. The Territory Fee is non-refundable and is different for CORE Elite Franchises and CORE Standard Franchises but is uniformly imposed within those designations.

The current Territory Fee is calculated as follows:

Territory Population	Territory Fee (Elite)		Territory Fee (Standard)	
	Low	High	Low	High
Under 1,000,000	\$1,450	\$4,050	\$1,300	\$3,600
1,000,000 to 1,499,999	\$1,650	\$4,650	\$1,450	\$4,050
1,500,000 to 1,999,999	\$1,850	\$5,250	\$1,650	\$4,650
2,000,000 to 2,999,999	\$2,350	\$6,750	\$1,850	\$5,250
3,000,000 to 3,999,999	\$2,850	\$8,250	\$2,150	\$6,150
4,000,000 to 4,999,999	\$3,250	\$9,450	\$2,650	\$7,650
5,000,000 to 9,999,999	\$3,450	\$10,050	\$2,850	\$8,250
10,000,000 or more	\$3,850	\$11,250	\$3,050	\$8,850

The Territory Fee is payable monthly during the term of your Franchise Agreement (see Items 6 and 7). The amount of the Territory Fee in each Low column assumes you open your CORE Business within one month after signing the Franchise Agreement. The amount of the Territory Fee in each High column assumes you are required to make three monthly Territory Fee payments prior to opening.

Brand Fund/Marketing Fund Contribution

Beginning one month after you sign the Franchise Agreement, you must pay us a monthly brand fund or marketing fund contribution based on the population of your Territory (“**Brand Fund Contribution**” or “**Marketing Fund Contribution**”). This contribution will be used for a system-wide brand or marketing fund for our use in promoting and building the CORE Group Restoration brand (“**Brand Fund**” or “**Marketing Fund**”). The Brand Fund Contribution is non-refundable and is uniformly imposed. The “Low” Brand Fund/Marketing Fund Contribution in the table below assumes you open your CORE Business within one month after signing the Franchise Agreement, and the “High” Brand Fund/Marketing Fund Contribution assumes you are required to make three monthly Brand Fund/Marketing Fund Contribution payments prior to opening.



The current Brand Fund/Marketing Fund Contribution is calculated as follows:

Territory Population	Brand Fund/Marketing Fund Contribution	
	Low	High
Under 1,000,000	\$600	\$1,500
1,000,000 to 1,999,999	\$700	\$1,800
2,000,000 to 2,999,999	\$750	\$1,950
3,000,000 to 3,999,999	\$800	\$2,250
4,000,000 to 4,999,999	\$900	\$2,400
5,000,000 to 9,999,999	\$950	\$2,550
10,000,000 or more	\$1,000	\$2,850

Technology Fee

Beginning one month after you sign the Franchise Agreement, you must pay us a technology fee (“**Technology Fee**”) of \$300 to \$900 to cover certain technologies used in the operation of your CORE Business, including access to our intranet platform. The Technology Fee is payable monthly. The Technology Fee of \$300 assumes you open your CORE Business within one month after signing the Franchise Agreement and the Technology Fee of \$900 assumes you are required to make three monthly Technology Fee payments prior to opening. The Technology Fee is currently \$300 per month and is payable during the term of your Franchise Agreement (see Items 6 and 7). The Technology Fee is non-refundable and uniformly imposed.

Onsite Training – Onboarding Program

We will make available to you and your managers an optional CORE membership onboarding via webinar at no charge, and you may participate at your discretion. However, if you choose to have initial training provided by our corporate staff in-person, you must pay \$250 per day, plus our travel, lodging, meals, and incidental expenses. We estimate that the entire initial training will cost \$6,250 if you choose to have initial training provided by our corporate staff in-person. These fees are due before training begins, non-refundable and uniformly imposed.

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Referral Fee ⁽¹⁾⁽²⁾	Depending on the services referred, between 2% and 10% of Referral Gross Sales for jobs that we refer to you, once collected	Due within 30 days of collection	The “Referral Fee” is based on “Referral Gross Sales” during the previous month for jobs that we refer to you. We are not required to refer Customers or jobs to any



Type of Fee	Amount	Due Date	Remarks
			CORE Member, but we may, from time to time, refer Customers, either through a National Account (defined and discussed below) or otherwise.
Territory Fee ⁽¹⁾	Monthly amount based on your Territory population per Item 5.	Due on the fifth day of each month	This fee is based on the population of your Territory. Upon renewal, we will recalculate the population of your Territory and you will pay the Territory Fee based on the recalculated Territory population. Your Territory Fee is an ongoing payment that allows you to use the Marks and the intellectual property of the CORE franchise system and pays for our ongoing support and assistance.
Brand Fund/Marketing Fund Contribution ⁽¹⁾	Monthly amount based on your Territory population per Item 5.	Due on the fifth day of each month	This fee is based on the population of your Territory. Upon renewal, we will recalculate the population of your Territory and you will pay the Brand Fund/Marketing Fund Contribution based on the recalculated Territory population. This contribution will be used for the Brand Fund/Marketing Fund for our use in promoting and building the CORE brand.
Optional Search Engine Optimization (SEO) Program ⁽¹⁾	Monthly amount based on your Territory population per Item 5.	Due on the fifth day of each month	This fee is based on services selected to include base service fee, content generation and per location search engine placement fee.
Optional Website Development and Refresh Program ⁽¹⁾	Then-current fee (currently estimated to be \$2,000-\$5,000) Monthly Hosting: \$500/Month	Due at time of initiation. Monthly hosting due on the fifth day of each month	This optional fee is based on services rendered to either develop your website or refresh your existing website.
Local and Regional Advertising Cooperatives ⁽³⁾	Established by cooperative members, not to exceed the amount of your monthly Brand Fund/Marketing Fund Contribution	Established by cooperative members	We currently do not have a cooperative but reserve the right to require one to be established in the future. Item 11 contains more information about advertising cooperatives.
Insurance ⁽⁴⁾	Reimbursement of our costs, plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained, plus 20% of the premium as an administrative cost of obtaining the insurance.



Type of Fee	Amount	Due Date	Remarks
Additional Training or Assistance Fees ⁽¹⁾	Our then-current fee for additional training or assistance (between \$200 and \$2,000 per person per day depending on the nature of the training and experience of the trainer)	Payable in advance of training or assistance	We provide optional training via webinar for you and any number of your managers. Training will be made available to you at both the regional and national levels and will be payable in advance of the training.
Technology Fee ^{(1), (5)}	Then-current fee (currently \$300 per month)	Due on the fifth day of each month	This fee covers certain technologies used in the operation of your CORE Business. We reserve the right to upgrade, modify or add new software and technology. We will not increase the Technology Fee by more than 10% per year, and we will provide 120 days' notice prior to increasing this fee. You will be responsible for any increase in fees that results from an upgrade, modification or any additional software (we may increase this fee up to 10% each year) or from increases from third party vendors.
Convention and Summit Attendance Fees ⁽¹⁾	Then-current fee (currently estimated to be \$500 - \$1,500 per person)	On demand	Payable to us to help defray the cost of your attendance at any annual convention or any annual sales and marketing and operations summit event that we choose to hold. This fee is due regardless of whether or not you attend our annual convention or summit in any given year.
Payment Service Fee ⁽¹⁾	Up to 4% of total charge	As incurred	If payment is made to us or our affiliate by credit card for any fee required, we may charge a service charge of up to 4% of the total charge.
Late Fee ⁽¹⁾	\$100 per occurrence, plus the lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Non-Sufficient Funds Fee ⁽¹⁾	\$100 per occurrence, plus the lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law	As incurred	Payable if any check or electronic payment is not successful due to insufficient funds, stop payment, or any similar event.



Type of Fee	Amount	Due Date	Remarks
Audit Expenses ⁽¹⁾	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses (we estimate this cost to be between \$1,000 and \$12,000)	Within 10 days of receipt of invoice	You will be required to pay this if an audit reveals that you understated any amount due to us by at least 2% or you fail to submit required reports.
Professional Fees and Expenses ⁽⁴⁾	Will vary with circumstances	As incurred	You must reimburse us for any legal, accounting, or other professional fees (“ Professional Fees ”) that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Indemnification ⁽¹⁾	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses, including Professional Fees, which we or our representatives incur related in any way to your CORE Business.
Renewal Fee ⁽¹⁾	25% of the then-current Initial Membership Fee, or \$18,750 (Elite) and \$6,250 (Standard) if we are not offering franchises for sale at that time	At the time you sign the new franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement. This fee will be based on the amount of the Initial Membership Fee given the population of your Territory at the time you renew. The Territory Fee and Brand Fund/Marketing Fund Contribution are also re-calculated upon your renewal.
Relocation Fee ⁽¹⁾	Up to \$5,000	Upon relocation	You must reimburse us for our reasonable expenses if we permit you to relocate your CORE Business, including the salary of our employees. We will provide you with copies of our invoices for our expenses from any third-party providers upon request.



Type of Fee	Amount	Due Date	Remarks
Transfer Fee ⁽¹⁾	50% of the then-current Initial Membership Fee, or \$37,500 (Elite) or \$25,000 (Standard) if we are not offering franchises for sale at that time	\$1,000 non-refundable deposit at the time you sign the new franchise agreement and the remaining balance at the time of the approved transfer	Subject to state law, payable in connection with the transfer of your CORE Business, a transfer of ownership of your legal entity, or the Franchise Agreement. There are various other conditions you must meet for us to approve your transfer request (see Section 12 of the Franchise Agreement).
Transfer to Wholly-Owned Entity ⁽¹⁾	Our actual costs	Upon demand	If you are transferring the Franchise Agreement to an entity that you control, you will not be required to pay a transfer fee but you must pay our actual costs, subject to state law.
Tax Reimbursement ⁽⁴⁾	Will vary under circumstances	Upon demand	You must reimburse us if you or your CORE Business do not pay levied sales, use, service, occupation, excise, gross revenue, income, property, or other taxes and we pay these taxes on your behalf.
Liquidated Damages ^{(1), (6)}	Will vary under the circumstances	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause. We may recover lost future fees for the period when you failed to pay such fees, including the remainder of the term of your Franchise Agreement, up to a maximum of 36 months.
Broker Fees ⁽⁴⁾	Our actual cost of the brokerage commissions, finder's fees or similar charges	As incurred	If you transfer your CORE Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.



Notes:

1. These fees which are paid to us or our affiliates, are uniform, and are not refundable under any circumstances once paid. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (“**EFT**”) or other similar means. You are required to complete the ACH authorization (in the form attached to the Franchise Agreement in Exhibit B). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.
2. “Referral Gross Sales” means the total of all revenues, income and consideration from the sale of all CORE Business services and products to any customers that we refer to you, whether or not sold or performed at or from the CORE Business, and whether received in cash, coupon, in services in kind, from barter or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Referral Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Referral Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter or exchange transactions in which you furnish services or products in exchange for goods or services provided to you by a vendor, supplier, or customer will, for the purpose of determining Referral Gross Sales, be valued at the full retail value of the goods or services so provided to you.
3. This amount is not paid to us but must be spent by you. We have the right to establish a local or regional advertising cooperation for an area that includes your Territory. In that situation, the exact amount will be determined by the cooperative members, subject to our approval, must be paid by you to that local or regional advertising cooperative. Any amounts you contribute toward an advertising cooperative will count toward your Brand Fund/Marketing Fund Contribution, and in no event will contributions to an advertising cooperative exceed the amount of your monthly Brand Fund/Marketing Fund Contribution. No local or regional advertising cooperatives have been established as of the date of this Franchise Disclosure Document.
4. Fees and costs payable to third parties. All of these are non-refundable, except as otherwise provided by such third parties.
5. Services covered by this fee may change periodically. We will provide you with certain technical services in exchange for your monthly Technology Fee, which may change from time to time based on changes to the technical services we provide and/or our costs to provide these services. We reserve the right to enter into a master license agreement with any software or technology supplier and sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology. We also reserve the right to create proprietary software or technology that must be used by CORE Businesses, in which case we may require that you enter into a license agreement with us and pay us reasonable initial and ongoing licensing, support and maintenance fees. We can change the software and technology that must be used by our CORE Members at any time, which may result in changes to the Technology Fee.
6. “**Lost Future Fees**” are determined by multiplying the monthly average of the Referral Fees, the Brand Fund/Marketing Fund Contributions, and the Territory Fees (without regard to any fee



waivers or other reductions) that are owed by you to us, beginning with the date you open your CORE Business through the date of early termination, multiplied by the lesser of: (i) 36; or (ii) the number of full months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than \$30,000.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Elite Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Membership Fee ⁽¹⁾	\$60,000	\$80,000	Lump Sum or Partial Sum and Payment Terms	When you sign the Franchise Agreement	Us
Territory Fee ⁽²⁾	\$1,350	\$11,250	As Incurred	Beginning one month after you sign the Franchise Agreement	Us
Brand Fund/Marketing Fund Contribution ⁽³⁾	\$500	\$2,850	As Incurred	Beginning one month after signing the Franchise Agreement	Us
Onsite Training Expenses ⁽⁴⁾	\$0	\$6,250	As Incurred	As Incurred	Us
Business Licenses and Permits ⁽⁵⁾	\$0	\$500	As Required	As Arranged	Government Agencies
Professional Fees ⁽⁶⁾	\$250	\$5,000	As Agreed	As Arranged	Your Attorneys, CPA, and Other Professionals
Insurance ⁽⁷⁾	\$0	\$20,000	As Agreed	As Arranged	Insurance Company
Utility and Security Deposits ⁽⁸⁾	\$0	\$20,000	As Arranged	Before Opening	Third Parties, including utility companies
3-Months' Lease Payments ⁽⁹⁾	\$0	\$5,000	As Agreed	As Arranged	Landlord
Leasehold Improvements ⁽¹⁰⁾	\$0	\$100,000	As Agreed	As Arranged	Approved Contractors
CORE Signage ⁽¹¹⁾	\$2,500	\$5,000	As Agreed	As Incurred	Third Parties
Computer System	\$500	\$10,000	As Agreed	As Incurred	Third Parties



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Optional Software Fee ⁽¹²⁾	\$0	\$3,000	As Agreed	Before Opening	Approved Vendors
Technology Fee ⁽¹³⁾	\$300	\$900	As Incurred	Beginning one month after signing the Franchise Agreement	Us
Vehicles ⁽¹⁴⁾	\$2,000	\$9,000	As Arranged	As Arranged	Third Parties
Additional Funds – 3 Months ⁽¹⁵⁾	\$25,000	\$100,000	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT ⁽¹⁶⁾	\$92,400	\$378,750			

Standard Franchise

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Membership Fee ⁽¹⁾	\$50,000	\$70,000	Lump Sum or Partial Sum and Payment Terms	When you Sign the Franchise Agreement	Us
Territory Fee ⁽²⁾	\$1,200	\$8,850	As Incurred	Beginning one month after signing the Franchise Agreement	Us
Brand Fund/Marketing Fund Contribution ⁽³⁾	\$500	\$2,850	As Incurred	Beginning one month after signing the Franchise Agreement	Us
Onsite Training Expenses ⁽⁴⁾	\$0	\$6,250	As Incurred	As Incurred	Us
Business Licenses and Permits ⁽⁵⁾	\$0	\$500	As Required	As Arranged	Government Agencies
Professional Fees ⁽⁶⁾	\$250	\$5,000	As Agreed	As Arranged	Your Attorneys, CPA, and Other Professionals
Insurance ⁽⁷⁾	\$0	\$20,000	As Agreed	As Arranged	Insurance Company



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Utility and Security Deposits ⁽⁸⁾	\$0	\$20,000	As Arranged	Before Opening	Third Parties, including utility companies
3-Months' Lease Payments ⁽⁹⁾	\$0	\$5,000	As Agreed	As Arranged	Landlord
Leasehold Improvements ⁽¹⁰⁾	\$0	\$100,000	As Agreed	As Arranged	Approved Contractors
CORE Signage ⁽¹¹⁾	\$2,500	\$5,000	As Agreed	As Incurred	Third Parties
Computer System	\$500	\$10,000	As Agreed	As Incurred	Third Parties
Optional Software Fee ⁽¹²⁾	\$0	\$3,000	As Agreed	Before Opening	Approved Vendors
Technology Fee ⁽¹³⁾	\$300	\$900	As Incurred	Beginning one month after signing the Franchise Agreement	Us
Vehicles ⁽¹⁴⁾	\$2,000	\$9,000	As Arranged	As Arranged	Third Parties
Additional Funds – 3 Months ⁽¹⁵⁾	\$25,000	\$100,000	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT ⁽¹⁶⁾	\$82,250	\$366,350			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in converting your existing business to a CORE Business. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, depending on their policies or your arrangements with them.

1. **Initial Membership Fee.** You must pay us the Initial Membership Fee in full when you sign the Franchise Agreement. The Initial Membership Fee is non-refundable. See Item 5 for additional information about your Initial Membership Fee. We may extend financing for up to 100% of the Initial Membership Fee. See Item 10 for more details on financing, including estimated loan repayment.
2. **Territory Fee.** See Item 5 for additional information about your Territory Fee. The low estimate assumes you open your CORE Business within one month after signing the Franchise Agreement, and the high estimate assumes you are required to make three monthly Territory Fee payments at the highest Territory Fee rate. This fee is due monthly beginning one month after you sign the Franchise Agreement and is not tied to the opening of the CORE Business.



3. Brand Fund/Marketing Fund Contribution. See Item 5 for additional information about your Brand Fund/Marketing Fund Contribution. The low estimate assumes you are required to make one monthly Brand Fund/Marketing Fund Contribution payment at the lowest Brand Fund/Marketing Fund Contribution rate, and the high estimate assumes you are required to make three monthly Brand Fund/Marketing Fund Contribution payments at the highest Brand Fund/Marketing Fund Contribution rate. This fee is due monthly beginning one month after you sign the Franchise Agreement and is not tied to the opening of the CORE Business.
4. Onsite Training Expenses. See Item 5 for more additional information about these expenses. The low estimate assumes you participate in online CORE membership onboarding, and the high estimate assumes you hold onsite training with one corporate trainer for one week.
5. Business Licenses and Permits. You must obtain the licenses and permits that are required by your city, county and state to operate your CORE Business. The low estimate assumes you already have all required licenses and permits to operate your CORE Business.
6. Professional Fees. We recommend that you hire a lawyer, accountant or other professional to advise you on this franchise offering. Rates for professionals can vary significantly based on area and experience.
7. Insurance. You must obtain and maintain, at your own expense, the types and amounts of insurance coverage that are typical in the industry or otherwise required by law or applicable regulations. If you have had prior issues or claims from previous operations unrelated to the operation of a CORE Business, your rates may be significantly higher than those estimated above. The low estimate assumes you do not need additional insurance to open your CORE Business.
8. Utility and Security Deposits. This estimate includes security deposits required by the landlord, cable and utility companies. The low estimate assumes you already are operating in a Facility that meets our requirements and that we have approved.
9. 3-Months' Lease Payments. Your actual rent and deposit payments may vary depending upon your location and your market's retail lease rates. Facilities will typically be a minimum of 2,500 square feet in size. If you purchase instead of lease the premises for your Facility, then the purchase price, down payment, interest rates and other financing terms will determine your monthly mortgage payments. The low estimate assumes you already are operating in a Facility that meets our requirements and that we have approved, and operating a CORE Business does not impact your existing lease payment.
10. Leasehold Improvements. This estimate does not include any construction allowances that may be offered by your landlord. Building and construction costs will vary depending upon the condition and size of the premises for your Facility and local construction costs. The low estimate assumes you already are operating in a Facility that meets our requirements and that we have approved.
11. Signage. When you convert your business to a CORE Business, you will need to add the CORE Marks to the exterior of your Facility, as well as to your letterhead, website, and anywhere else where your business name is listed.
12. Optional Software Fee. If you do not have an existing job management/business management software system, we recommend that you use our approved restoration management software to run your CORE Business. If you use this software, you must pay our approved third-party vendor's then-current monthly fee (currently \$200-\$1,000 per month) to license the software (see Item 11).



13. Technology Fee. See Item 5 and Item 6 for additional information about your Technology Fee. The low estimate assumes you open your CORE Business within one month after signing the Franchise Agreement, and the high estimate assumes you are required to make three monthly Technology Fee payments prior to opening. This fee is due monthly beginning one month after you sign the Franchise Agreement and is not tied to the opening of the CORE Business.
14. Vehicles. This item includes vehicles that you will use in the operation of the CORE Business (“**Vehicles**”). We require that your Vehicles are well maintained and in good working condition. The body of the Vehicles must be clean and free of any major or minor damage. You may use vehicles you currently own as your Vehicles, provided they meet our specifications, and that we approve your Vehicles prior to use; otherwise, you will be required to lease or purchase Vehicles. The low estimate represents use of a vehicle which you currently own as the Vehicle. The high estimate represents the total payments for the first three months for two leased Vehicles at a low interest rate. CORE Businesses are required to co-brand all Vehicles as defined by terms in the Brand Standards Manual, and the cost of co-branding two Vehicles is included in this estimate. This chart does not include estimates for items such as purchasing your Vehicles, acquiring licenses, insurance, registration, or other permits for your Vehicles, or otherwise making improvements to your Vehicles. We reserve the right to revoke our approval of a Vehicles should the Vehicles no longer meet our minimum standards.
15. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your CORE Business. They include payroll, administrative, maintenance, utilities, software license fees, working capital and other items. These figures do not include standard expenses, Referral Fee, Territory Fees, Brand Fund/Marketing Fund Contributions or advertising fees payable under the Franchise Agreement or debt service and assume that none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your CORE Business opens for business. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your CORE Business. Our estimates are based on our experience and our current requirements for CORE Group Restoration Franchises. Additional funds for the operation of your CORE Business Franchise will be required after the first three months of operation if sales produced by the CORE Business Franchise are not sufficient to produce positive cash flow.
16. Outside of the Initial Membership Fees, CORE franchises do not incur significant initial investment costs because they are existing businesses that do not need to invest in typical start-up costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses converting your CORE Business. Our estimates are based on our experience and our current requirements for CORE Businesses. This is an estimate of the initial expenses to convert one existing business into a CORE Business. You should review these figures carefully with a business advisor before making any decision to purchase the Business.



ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

Our confidential operations manual (“**Brand Standards Manual**”) states our standards, specifications and guidelines for products and Services we request you to obtain and provide in converting and operating your CORE Business, and approved vendors for these products and Services that you may use at your discretion. Although you may have significant leeway in how you operate your CORE Business, you must not operate in any manner which reflects adversely on our Marks or the CORE franchise system. We will continually notify you of new or modified standards, specifications and guidelines through periodic amendments or supplements to the Brand Standards Manual or through written communication (including electronic communication such as email or through a system-wide intranet).

Our affiliate, CGR Affiliate, operates an insurance industry managed repair services division that credentials and manages contractors to perform work for national insurance and commercial clientele (“**ONCORE Repair**”). If you choose to participate in ONCORE Repair, and if we allow you to participate, you must complete our applications, and we may refer to you qualified work to perform restoration and recovery work for this clientele. If you participate in the ONCORE Repair program, you must adhere to specific service level agreements that set forth the operating standards you must follow when providing services to ONCORE Repair clients. We may discontinue the ONCORE Repair program at any time upon written notice to you.

We may recommend that you lease, purchase, install, maintain in sufficient supply, and use fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Brand Standards Manual or otherwise in writing. We reserve the right to require you to obtain the computer hardware, software, licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify.

You must obtain and maintain the types and amounts of insurance that are typical in the industry and otherwise required by law or applicable regulation. If you provide Services for a National Account, you will typically be required to obtain and maintain at a minimum, insurance coverage of the following types and limits (which may vary depending on the National Account): (1) commercial general liability coverage containing minimum liability coverage of \$1,000,000 per occurrence for bodily injury, property damage, and personal injury; minimum liability coverage of \$2,000,000 general aggregate; \$2,000,000 products/completed operation aggregate; and umbrella or follow-form excess liability coverage of an additional \$1,000,000 per occurrence/\$1,000,000 aggregate; (2) business interruption insurance for a period adequate to re-establish normal business operations; (3) pollution coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate; (4) liability coverage of owned, hired and non-owned automobiles under one or more policies of insurance containing minimum liability coverage of \$1,000,000 combined limit; (5) professional liability coverage of \$1,000,000 each occurrence; (6) workers’ compensation coverage of \$500,000 or higher amount required by statute or rule in the state in which your CORE Business is located; (7) automobile coverage for any Vehicles used in the CORE Business of \$1,000,000 per occurrence; (8) underinsured or uninsured coverage that satisfies state requirements in the state(s) in which you operate your Vehicle(s); (9) any other insurance that may be required by statute or rule in the state(s) in which your CORE Business is located; and (10) any other insurance that we may require in the future or that may be required according to the terms of your lease for your Facility. The insurance company must be authorized to do business in the state where your CORE Business is located and must be approved by us. It must also be rated “A” or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies or require different or additional insurance coverage at any time for National Accounts. All insurance policies must name us and any affiliates we designate as



additional named insured parties. Your policy must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days' prior written notice. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies (including, without limitation, termination) we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained, plus 20% of the premium as an administrative cost of obtaining the insurance. We have developed a relationship with certain insurance services brokers to ensure you meet the necessary requirements. A list of these brokers is contained in our Brand Standards Manual.

Purchases from Approved Suppliers

We will provide you with a list of our pre-selected suppliers, if any, on our online portal located at www.coreperks.com, that you may use in your discretion. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We do not make our supplier specifications or standards generally available to you or to suppliers. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether that supplier or provider meets our standards and specifications. If a supplier, distributor or vendor does not meet our standards and specifications, you should consider discontinuing the use of such supplier, distributor or vendor. We reserve the right to charge a fee to evaluate the proposed product, service or supplier. We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of services; (3) production and delivery capability; (4) proximity to CORE Businesses to ensure timely deliveries of the products or services; (5) the dependability of the supplier; and (6) other factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We may revoke our approval at any time if we determine, in our discretion, that the supplier no longer meets our standards. We will send written notice of any revocation of an approved supplier, product or service, in which case you should consider discontinuing the sale of any disapproved products and consider discontinuing to purchase from any disapproved supplier. We do not provide material benefits to you based solely on your use of designated or approved sources.

We may designate ourselves and/or any affiliates we may have as an approved supplier from which you can consider leasing or purchasing certain services or products in developing and operating your CORE Business. We and our affiliates are not currently an approved supplier of any products or services, but we or our affiliates may become an approved supplier in the future. None of our officers currently own an equity interest in any approved supplier.

We may, but are not required to, negotiate purchase agreements with suppliers and distributors for the benefit of our CORE Members and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently operate a purchasing cooperative (“**CORE Perks**”), which is a cooperative of vendors from whom CORE Members can make purchases, allowing CORE Members to take advantage of bulk pricing discounts by pooling their funds together to lease or purchase goods or services. Other than CORE Perks, we currently do not have any purchasing or distribution cooperatives.

We estimate that none of your purchases required to convert your CORE Business and none of purchases required to operate your CORE Business will be from us, our affiliates or from approved suppliers, and under our specifications. We and our affiliates may receive rebates from some suppliers based on your purchase of services and products. While we have no obligation to pass them on to our CORE Members or use them in any particular manner, we may do so through any method we choose. For the fiscal



year ending December 31, 2023, we received the following rebates from purchases through the CORE Perks program: (a) Aramsco paid us a 4% rebate on all items purchased by franchisees, (b) Home Depot paid us a 2% rebate on all items purchased by franchisees, and (c) Lowes paid us a 3% rebate on all items purchased by franchisees.

We may negotiate purchase agreements with suppliers and distributors for the benefit of our CORE Members and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you.

ITEM 9 **FRANCHISEE'S OBLIGATIONS**

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

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Section 3.a	Items 7 and 11
b. Pre-opening purchases/leases	Sections 3.b	Items 7 and 11
c. Site development and other pre-opening requirements	Section 3	Item 11
d. Initial and ongoing training	Section 5.a and 5.b	Item 11
e. Opening	Section 3.d	Item 11
f. Fees	Section 4	Items 5, 6, 7, 8, and 11
g. Compliance with standards and policies/Operating Manual	Section 5.d	Item 11
h. Trademarks and proprietary information	Sections 6 and 7	Items 13 and 14
i. Restrictions on products/services offered	Not Applicable	Item 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Section 2	Item 7
l. Ongoing product/service purchases	Section 8.d	Item 8
m. Maintenance, appearance, and remodeling requirements	Section 8.a	Item 11
n. Insurance	Section 8.e	Items 6, 7 and 8
o. Advertising	Section 9	Item 11
p. Indemnification	Section 16.d	Items 13 and 14
q. Owner's participation/management and staffing	Section 5.f and 8.f	Item 15
r. Records and reports	Sections 10	Item 6
s. Inspections and audits	Sections 11	Item 6
t. Transfer	Section 12	Item 17
u. Renewal	Section 13	Item 17



Obligation	Section in Franchise Agreement	Item in Disclosure Document
v. Post-termination obligations	Sections 15	Item 17
w. Non-competition covenants	Section 7.c and 15.e	Item 17
x. Dispute resolution	Section 17.e	Item 17

ITEM 10 **FINANCING**

We may extend financing for up to 100% of the Initial Membership Fee based on the CORE Member's qualifications and its credit rating. The financing terms will be monthly payments for terms of either 12, 24 or 60 months.

You must sign a Promissory Note and Security Agreement for the amount financed, which will require the pledge of security in the Franchise and all assets of the CORE Business. The required down payment is between 0% and 50% of the amount of the loan. Interest rates will range from 4.99% to 10% depending on the term of the loan. Payments will vary based on the term and interest rate, but generally will range from \$1,600 (60-month term) to \$6,500 (12-month term) per month. Payment is due by the fifth day of each month.

You will make monthly payments for up to a period of 60 months following the date of the Franchise Agreement until the Promissory Note is paid in full. The Promissory Note shall become immediately due and payable, without notice or demand, upon the occurrence of any one or more of the following events of default: (a) your failure to make any required payment on or before the date such payment is due; (b) the filing of a petition by or against you under the provisions of any state insolvency law or the Federal Bankruptcy Act; or (c) any assignment by you for the benefit of creditors. In this event, interest and principal will bear interest at 10% per annum from and after the date of default. The Promissory Note will not include a penalty for prepayment.

The Promissory Note must be signed by you and be personally guaranteed by your spouse (if applicable) and if you are an entity, be personally guaranteed by your owners and your owners' spouses (if applicable) under the Owners Agreement, which is attached to the Franchise Agreement as Attachment C. A default under the Promissory Note or the Security Agreement would be a default under the Franchise Agreement and may result in the termination of your Franchise Agreement. You must also pay all costs of collecting the amount due under the Promissory Note, including attorney fees. Suit will be filed against you in the State of Texas. You must waive all defenses against us, and other legal rights. A copy of the form of Promissory Note and Security Agreement used by us for this type of financing is attached in Exhibit G to this Franchise Disclosure Document. We may sell, assign or discount the Promissory Note to a third party. In such cases, the franchisor will remain primarily obligated to provide the financed goods or services, and the CORE Member may lose all its defenses against the lender as a result of the sale or assignment.

Except as provided above, we do not offer direct or indirect financing to you. We do not guarantee your Promissory Note and Security Agreement, lease, or other obligation.



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

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

Pre-Opening Obligations

Before you open your CORE Business, we (or our designee(s)) will provide the following assistance and services to you:

1. Designate your non-exclusive Territory. (Franchise Agreement, Section 1.f).
2. If you are developing a site for your Facility, we will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Although we will consult with you on your site, you have the ultimate responsibility in choosing, obtaining and developing the site for your Facility. (Franchise Agreement, Section 2.a).
3. Provide mandatory and discretionary specifications for the CORE Business, including standards and criteria for design, image, and branding of Vehicles, locations, and other trade dress (Franchise Agreement, Section 2).
4. Make an initial visit to your CORE Business for an onsite review and inspection within first 12 months (Franchise Agreement, Section 2.g).
5. Provide our list of designated and approved suppliers, and our standards and specifications, for your CORE signs, products, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate to establish and operate your CORE Business (Franchise Agreement, Section 3.b and Section 8).
6. Make available a CORE membership onboarding program via webinar or onsite at your location (“**Onboarding Program**”) for you and your managers. (Franchise Agreement, Sections 3 and 5). If we conduct the Onboarding Program via webinar, we will provide access to the webinar to you and any number of your managers, so long as they participate in the same Onboarding Program. If you choose to have initial training provided by our corporate staff in-person, you must pay \$250 per day, plus our travel, lodging, meals, and incidental expenses, which we estimate to cost \$5,000 for the entire Onboarding Program.
7. Loan to you, or make available to you on our website, one copy of the Brand Standards Manual. The Brand Standards Manual contains approximately 28 pages. The table of contents for the Brand Standards Manual is attached to this Franchise Disclosure Document as Exhibit E (Franchise Agreement, Section 4.d).

We do not provide the above services to renewal CORE Members and may not provide all of the above services to CORE Members that purchase existing CORE Businesses.

Continuing Obligations

During the operation of your CORE Business, we (or our designee(s)) will provide the following assistance and services to you:



1. Inform you of standards, specifications and procedures for the operation of your CORE Business, as described in Item 8 (Franchise Agreement, Section 8).
2. Upon reasonable request, provide advice regarding your CORE Business operations based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone, or other methods in our discretion (Franchise Agreement, Section 4.c).
3. Provide you with advice and guidance on advertising and marketing (Franchise Agreement, Section 4.c).
4. Provide additional training to you for newly-hired personnel on the CORE Group Restoration brand and System Standards, refresher training courses, and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance (Franchise Agreement, Section 4.b).
5. Maintain a system website that will include a list of all of the CORE Members that are in good standing with us. We may modify the content of or discontinue such website at any time in our sole discretion (Franchise Agreement, Section 9.d).
6. Allow you to continue to use confidential materials, including the Brand Standards Manual and the Marks (Franchise Agreement, Section 6).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee(s)) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System Standards, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques.
2. Maintain and administer the Brand Fund/Marketing Fund. We may dissolve the Brand Fund/Marketing Fund upon written notice (Franchise Agreement, Section 9.a).
3. Produce and hold a national convention, in our sole discretion, at a location to be selected by us to discuss various business or training issues affecting CORE Members. These conventions are required, and all CORE Members will be required to pay for a minimum of one employee to attend.
4. If you opt-in to ONCORE Repair program by completing the required applications, our affiliate, CGR Affiliate, may provide you with referrals for managed repair services to perform work for national insurance and commercial clientele (Franchise Agreement, Section 1.e). We may discontinue the ONCORE Repair program at any time upon written notice to you.
5. We do not currently provide assistance to you in establishing minimum and maximum prices to be charged for services you provide to clients; however, to the extent allowed by law we reserve the right to establish minimum and maximum resale prices for use with marketing programs and price



promotions and further reserve the right to establish prices for national account clients (Franchise Agreement, Section 2.b.3).

Site Approval

If, as of the date you sign a Franchise Agreement, you are operating your business from a commercial location, you must submit to us the plans for your commercial location, or else permit us to visit the commercial location for our review. Although we do not need to approve your existing Facility, we may provide you with changes you must make to bring your commercial location in line with our brand standards. Acceptance of your existing commercial location does not infer or guarantee the success or profitability of the accepted site in any manner whatsoever.

If you are not already operating from a Facility, you must select the site for your Facility and submit it for our review and approval. We may consider one or more of the following factors in evaluating a site: general location and neighborhood, population, size, layout, suitability and other physical characteristics. You may not relocate your Facility without our prior written consent, whether or not you were operating from this Facility prior to converting to a CORE Business. Our acceptance of a proposed Facility is not, and should not be, deemed a guarantee by us concerning the likelihood of success of a CORE Business at the location or that your location will meet applicable zoning laws. If you are not already operating an existing Facility when you sign the Franchise Agreement, you must purchase or lease, at your expense, the site for your Facility within 90 days after signing the Franchise Agreement, or we will terminate the franchise and your Initial Membership Fee will be forfeited. We generally do not own or lease the premises to you.

We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Although we will consult with you on your site and require your site be subject to our final authorization, you have the ultimate responsibility in choosing, obtaining and developing the site for your Facility. In addition, you must refurbish, remodel or install improvements to your Facility, Vehicles or other aspect of your CORE Business should we periodically modify System Standards, as required by us.

Schedule for Beginning Operations

We estimate that the typical length of time between the signing of the Franchise Agreement or the first payment of any consideration for the CORE Business and the operation of your CORE Business is between one month and three months. You must begin operation of your CORE Business within six months after signing the Franchise Agreement. Some factors that may affect this timing are your ability to acquire a location through lease or purchase negotiations; your ability to secure any necessary financing; your ability to comply with local zoning and other ordinances; and the time to convert, renovate or build out your CORE Business. If your CORE Business is not operating within 12 months after signing the Franchise Agreement, we may terminate the Franchise Agreement and your Initial Membership Fee will be forfeited. We do not provide assistance with: (1) conforming your Facility to local ordinances and building codes; (2) obtaining permits; (3) constructing remodeling or decorating the premises; or (4) hiring and training employees, except for key employees, as described in Training below.

You may not open your CORE Business until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) all amounts due to us have been paid; (3) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums we request; and (4) you notify us that all approvals and conditions stated in the Franchise Agreement have been met. We do not deliver or



install equipment, signs, fixtures, opening inventory and supplies. You must be prepared to open and operate your CORE Business immediately after we state your CORE Business is ready for operation.

Advertising

Brand Fund/Marketing Fund

We have created a fund for promoting, marketing, and developing the CORE franchise system, the Marks, and CORE Businesses. You must pay us a monthly Brand Fund/Marketing Fund Contribution in the amounts described in Items 5 and 6. You must make contributions to the Brand Fund/Marketing Fund at the same time you pay your monthly Territory Fee. Your contribution to the Brand Fund/Marketing Fund will be in addition to all other advertising requirements set out in this Item 11. Each CORE Member will be required to contribute to the Brand Fund/Marketing Fund. Franchisor-owned outlets may, but are not required to, contribute to the Brand Fund/Marketing Fund on the same basis as CORE Members.

The Brand Fund/Marketing Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Fund/Marketing Fund will be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Fund/Marketing Fund will be utilized. We may use the Brand Fund/Marketing Fund for local, regional or national marketing, advertising, sales promotion, and promotional materials; public and consumer relations; website development and search engine optimization; the development of technology for the CORE franchise system; and any other purpose to promote the CORE Group Restoration brand. We may use any media for disseminating Brand Fund/Marketing Fund advertisements, including direct mail, print ads, the Internet, social media, radio, billboards and television. We may reimburse ourselves, our authorized representatives, or our affiliates from the Brand Fund/Marketing Fund for administrative costs; independent audits; reasonable accounting, bookkeeping, reporting, and legal expenses; taxes; and all other direct or indirect expenses associated with the programs funded by the Brand Fund/Marketing Fund. We do not guarantee that advertising expenditures from the Brand Fund/Marketing Fund will benefit you or any other CORE Member directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Brand Fund/Marketing Fund Contributions for advertising that is principally a solicitation for the sale of CORE franchises, but we reserve the right to include a notation in any advertisement indicating “Franchises Available,” or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund/Marketing Fund or to maintain, direct or administer the Brand Fund/Marketing Fund. Any unused funds in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the Brand Fund/Marketing Fund on any terms we deem reasonable. We may dissolve the Brand Fund/Marketing Fund upon written notice to you.

The Brand Fund/Marketing Fund will be audited annually. Financial statements of the Brand Fund are available for review upon written request and will also be presented during our annual convention. In our last fiscal year, we spent only about 80% of the Brand Fund/Marketing Fund, all of which was spent on trade shows to promote the CORE brand. We do not spend any of the Brand Fund/Marketing Fund on soliciting CORE Members.

Local Advertising

We do not impose a minimum amount that must be spent on local advertising, but we recommend you advertise your affiliation as a CORE Business within your Territory. All advertising, promotional, and



marketing content must be clear, factual, not misleading, and must conform to both the highest standards of ethical advertising and marketing.

Advertising Cooperative

We reserve the right to establish a local or regional advertising cooperative (“**Cooperative**”) if two or more CORE Businesses are operating in a market designated by us. If established in the market in which your CORE Business operates, you will be required to participate in the Cooperative that is established. The area of each Cooperative will be defined by us, based on our assessment of the area. CORE Businesses in each Cooperative will contribute an amount to the Cooperative for each CORE Business that the CORE Member owns that exists within the Cooperative’s region. Each CGR-owned Business that exists within the Cooperative’s region will contribute to the Cooperative on the same basis as CORE Businesses. The amounts due to a Cooperative shall be determined by the Cooperative, which shall be administered by a person or persons selected by a majority vote of the Cooperative’s members, each of whom are owners of CORE Businesses within that Cooperative’s region. Amounts due to a Cooperative shall be due on the 7th day of each month. Any amounts you contribute toward a Cooperative will count toward your Brand Fund/Marketing Fund Contribution. In no event will the contribution exceed the amount of your monthly Brand Fund/Marketing Fund Contribution. We may require that each Cooperative operate with governing documents, including any membership agreement that we may require, which will be made available in advance for your review. Each Cooperative must prepare annual unaudited financial statements, and such statements will be provided for review to each member of such cooperative. We reserve the right to form, change, dissolve or merge any Cooperative formed in the future. If we elect to form such Cooperatives, or if such Cooperatives already exist that include your Territory, you will be required to participate in compliance with the provisions of the Brand Standards Manual, which we may periodically modify in our discretion. As of the date of this Franchise Disclosure Document, we have not established any advertising Cooperatives or associations.

Marketing and Marketing Materials

You are not required to use the CORE Marks in your marketing materials; however, we recommend that you advertise your affiliation as a CORE Business. We do not review or approve your CORE Business’s marketing materials unless those marketing materials include a CORE Mark, in which case, you must submit it for our approval prior to use. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks, and other name identification materials must follow our approved standards. You may not use our Marks on items to be sold or services to be provided without our prior written approval. This policy applies to all materials in whatever format, including online advertising. We may restrict your from using any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks.

If we approve of promotional items or services that will be sold in your CORE Business, those items or services must be in your Referral Gross Sales, and will be subject to Referral Fees.

If you wish to advertise online and are using our Marks, you must follow our online policy, which is contained in our Brand Standards Manual. Our online policy may change as technology changes.

System Website

We have established a website for all CORE Businesses (“**System Website**”). Your CORE Business will be included on our System Website as a preferred service provider. When a Customer uses the System Website to search for a service provider, your CORE Business will appear in any searches that



contain a service address in your Territory for services that you provide. We have the right to use the Brand Fund/Marketing Fund's assets to develop, maintain and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may implement and periodically modify System Standards relating to the System Website.

We are only required to reference your CORE Business on the System Website while you are in full compliance with your Franchise Agreement and all System Standards. You may maintain a separate website for your CORE Business.

Advisory Council

We may form an advisory council ("**Council**") to advise us on all policies. Members of the Council shall consist of representatives from CGR and CORE Members. The Council shall be governed by bylaws. Members of the Council shall be selected by way of a voting method specified in the Council's bylaws. We anticipate each member will have one vote. The Council shall serve in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion. We anticipate that the Council will be established once there are at least 50 CORE Businesses in operation.

Computer Equipment and Software

You are required to purchase or maintain a computer system (the "**Computer System**") that consists of the following hardware and software: (a) a desktop computer with all necessary software required to run bookkeeping, accounting, and other software, as well as an all-in-one printer/scanner/fax/copier, telephone, and all necessary hardware to support high speed Internet access and email; and (b) Microsoft Office 2016 or later (or Office 365). You will also have access to our ONCORE Claims Management System (the "**ONCORE Claims Portal**"), an online portal that provides access to projects made available to CORE Members by us. If purchased, we estimate the cost of purchasing the Computer System will be between \$500 and \$10,000. You must also maintain a high-speed Internet connection at your Facility. You must pay for upgrades and updates for all software and remain current on all software updates. You may purchase maintenance and support contracts from third parties for hardware or other software if you wish.

You must record all Referral Gross Sales in the ONCORE Claims Portal. You must store all data and information in the ONCORE Claims Portal that we designate, and report data and information in the manner we specify. To be eligible to receive referrals from us or our affiliate, you are required to use the ONCORE Claims Portal.

You must pay our then-current Technology Fee (currently \$300 per month) for access to our intranet platform. We reserve the right to upgrade, modify, or add new software and technology. We will not increase the Technology Fee by more than 10% per year and we will provide 120 days' notice prior to increasing this fee.

You must accept all credit cards and debit cards that we determine must be accepted. We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System. You must arrange for installation, maintenance and support of the Computer System at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs or upgrades relating to the Computer System. The cost of maintaining, updating or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances, which we cannot predict at this time. We estimate the annual cost for maintaining, updating or upgrading Computer Systems for company-owned



CORE Businesses is between \$1,000 and \$2,000, but this could vary (as discussed above). We may revise our specifications for the Computer System periodically. You must upgrade or replace your Computer System at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

We (and our designee(s)) may access information from your Computer System and retrieve, analyze, download and use all software, data and files stored or used on your ONCORE Claims Portal. We may access information from your Computer System from other locations or through an intranet/extranet system we may develop. You must store all data and information that we designate and report data and information in the manner we specify. We (and our designee(s)) may collect and use the collected information in any manner, including to promote the CORE franchise system and the sale of CORE Businesses. This may include posting financial information of each CORE Member on an intranet website for the purpose of collective growth measurement and marketing data. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We and our affiliates are the owner of all data and information generated by and through the ONCORE Claims Portal as it relates to your CORE business, including the CORE Business’s financial information and customer data and customer lists which relate to the ONCORE Claims Portal.

Training

Onboarding Program

We will make available to you, or if you are an entity, your operating principal and any designated manager or representative an Onboarding Program should you wish to participate. We may require that you, your operating principal or your designated manager successfully complete our Onboarding Program. We provide the Onboarding Program via webinar to you (or if you are an entity, your operating principal) and your managers. However, if you choose to have initial training provided by our corporate staff in-person, you must pay \$250 per day, plus our travel, lodging, meals, and incidental expenses, which we estimate to cost \$5,000 for the entire initial training. The Onboarding Program is provided or held whenever necessary to train new CORE Members. You will not receive any compensation or reimbursement for services or expenses for participation in the Onboarding Program.

We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the CORE franchise system and brand standards to your key employees. You will be responsible for training your employees and independent contractors, including any training on the day-to-day operations of the CORE Business. You will be responsible for hiring, training, directing, scheduling and supervising your employees and independent contractors in the day-to-day operations of the CORE Business.

We plan to provide the training listed in the table below. We reserve the right to vary the length and content of the Onboarding Program based upon the experience and skill level of the individuals attending the Onboarding Program. You may elect to participate in some, all, or none of the training.

ONBOARDING TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Background of the Franchisor	1	0	Web-based training or onsite at your CORE Business



Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Marketing	1	0	Web-based training or onsite at your CORE Business
Customer Service	1	0	Web-based training or onsite at your CORE Business
High-Net-Worth Customer Care	1	0	Web-based training or onsite at your CORE Business
Commercial Job Management and Estimating	4	0	Web-based training or onsite at your CORE Business
Business Strategy Summit	24	0	Web-based training or onsite at your CORE Business
Marketing and Sales Practices Summit	16	0	Web-based training or onsite at your CORE Business
Total	48 hours	0 hours	

Notes:

1. We will use the Brand Standards Manual as the primary instruction materials during the Onboarding Program.
2. Dan Cassara, our Chief Executive Officer, currently oversees our training program to which he brings more than 20 years of management experience as the Chief Executive Officer of various companies.
3. Other instructors will include experienced CORE Group Restoration selected partners and industry thought leaders with at least 5 years' experience as either CORE partners or industry leaders.

Ongoing Training

We will, from time to time, make available to you, or if you are an entity, your operating principal and any designated manager or representative, refresher or additional training courses. You may also request that we provide additional training (either at corporate headquarters or at your CORE Business). If the training program is conducted at your location, then you must reimburse us for the expenses we or our representatives incur in providing the training. If provided at corporate headquarters, you will incur all travel expenses.

Although you are not required to participate in any training, you will be required to attend an annual meeting of all CORE Members at a location we designate and pay a convention fee if we hold an annual meeting of all CORE Members (see Item 6). You will be required to pay for a minimum of two employees to attend. You are responsible for all travel and expenses for your attendees.

We may require that CORE Member or CORE Member's Operating Principal or Designated Manager also attend annual sales and marketing and operations summit events conducted by us. CORE Member shall be required to pay for one employee to attend and pay our then-current summit attendance fee.



ITEM 12 **TERRITORY**

The Franchise Agreement for your Franchise grants you a non-exclusive territory (“**Territory**”) in which you will operate your CORE Business. Territories are typically designated by county lines. We generally will grant only one CORE Elite Franchise for any region with a population of approximately 5,000,000 persons or fewer and only one CORE Standard Franchise for any region with a population of approximately 2,000,000 or fewer. For any region with a population of approximately 5,000,000 persons or more, we reserve the right to grant one CORE Elite Franchise per population of 5,000,000 persons. By way of example, a region with 10,000,000 persons can have up to two CORE Elite Franchises and up to five CORE Standard Franchises. If CGR elects to recommence offering CORE Branded Franchises, we reserve the right to grant CORE Branded Franchises in your Territory. CORE Branded Franchises have territories with populations of approximately 750,000 persons which may overlap with your Territory.

The purpose of granting you a Territory is not to restrict your ability to conduct business within or outside of that Territory. You may conduct business and engage in promotional activities through your CORE Business within and outside of your Territory in compliance with our offsite policies and procedures in our Brand Standards Manual; the Territory designations allow us to limit the number of CORE Businesses in a particular region. You will not receive an exclusive territory. You may face competition from other CORE Members, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You must operate your CORE Business from a commercial facility that we have approved. You may not relocate the CORE Business without our prior written approval. We may approve a request to relocate the CORE Business in accordance with the provisions of the Franchise Agreement that provide for the relocation of the Business, and our then-current site selection policies and procedures. If the lease for your Facility expires or is terminated without your fault, or if the site for the Facility is destroyed for any reason, condemned, or otherwise rendered unusable, you may relocate the CORE Business to a new site that meets our standards. Any relocation will be at your sole expense.

We retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights:

1. to own, franchise, or operate CORE Businesses at any location, regardless of the proximity to your CORE Business, subject to our policies of: (i) granting only one CORE Elite Franchise per population of approximately 5,000,000 persons in any territory; and (ii) granting only one CORE Standard Franchise per population of approximately 2,000,000 persons in any territory;
2. to use the Marks and the CORE franchise system to sell any products or services similar to those that CORE Businesses sell, through any alternate channels of distribution within or outside of your Territory. This includes, but is not limited to, the Internet, through telemarketing, or other direct marketing, promotional efforts or related items;
3. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering disaster recovery and property damage restoration services to residential and commercial customers, at any location, including within the Territory, which may be similar to or different from the CORE Business operated by you. Although we retain the rights described, neither we nor any affiliate, operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other CORE Members;



4. to engage in any transaction, including to purchase or be purchased by, or merge or combine with, any business, to convert to the CORE franchise system or to be converted to a new system with any business, whether franchised or corporately owned, including a business that competes directly with your CORE Business, wherever located; provided that in such situations the newly acquired businesses will not operate under the Marks inside the Territory;
5. to acquire and convert to the CORE franchise system operated by us, any businesses offering products and services similar to those offered by CORE Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately-owned, and whether located inside or outside of the Territory, provided that in such situations, the newly-acquired businesses may not operate under the Marks in the Territory;
6. to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere; and
7. to service National Accounts (including the ONCORE Repair Program) within the Territory or allow other CORE Members or third parties to service National Accounts if you are in default, unable, or unwilling to provide necessary Services.

We are not required to pay you if we exercise any of the rights specified above within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume or market penetration but does depend on your timely payment of the Territory Fee. We do not pay compensation for soliciting or accepting orders inside your Territory. As of the date of this Franchise Disclosure Document, we sell property restoration services to Customers which are delivered through our CORE Members and non-franchisee affiliated service providers.

Additional CORE Franchises

If you wish to purchase an additional CORE Business, you must apply to us, and we may, at our discretion, offer an additional CORE Business to you. We consider a variety of factors when determining whether to grant additional CORE Businesses. Among the factors we consider, in addition to the then-current requirements for new CORE Members, are whether you are in compliance with the requirements under the current franchise agreement. You have no option, right of first refusal or similar contractual right to acquire additional CORE Businesses. You do not have a right of first refusal on the sale of existing CORE Businesses.

National Customer Accounts

We reserve the exclusive right to negotiate and enter into agreements with National Account customers to provide Services wherever such businesses are located, including within your Territory, and we retain all rights to service or designate ourselves or other CORE Businesses to service National Accounts in your Territory. “**National Account**” means any customer: (i) that conducts its business for its own account or through agents, affiliates, independent contractors, or franchisees in two or more of our territories; (ii) a regional or national chain with three or more locations, which customer or chain has contracted with us to obtain products and services for two or more of its locations from us, our affiliates and/or CORE Members; or (iii) which owns, manages, controls, or otherwise has responsibility for businesses or residences in more than one location and whose presence is not confined within any one particular CORE Member’s territory. We may discontinue the National Accounts program at any time upon written notice to you.



Our ONCORE Repair program is operated by CGR Affiliate. Through the ONCORE Repair program, we receive requests for Services and provide referrals to CORE Businesses to provide the requested Services. If you opt in to the ONCORE Repair program by completing the required applications, CGR Affiliate may provide you with referrals for managed repair services to perform work for Customers of the ONCORE Repair program. We do not guarantee a minimum number of referrals or amount of gross revenues from referrals from the ONCORE Repair program.

If you choose to accept referrals from our National Accounts, you will be required to follow all rules and regulations that we put into place via our ONCORE Repair program standards, including those described in the Brand Standards Manual and Franchise Agreement. If we or another party are providing Services to a National Account Customer in your Territory, you will not receive any compensation related to these Services.


If we refer National Account services to you, and if you are unable or unwilling to provide services to the National Account within your Territory, then we or another CORE Business will be given the work, and we or such CORE Business will be providing services within your Territory. You may not provide Services to any National Accounts without our prior written consent, which may be granted or denied in our sole discretion.

ITEM 13
TRADEMARKS

The Franchise Agreement and your payment of the Territory Fees grants you the non-exclusive right and license to operate your CORE Business using our principal trademarks listed below. You may also use other future trademarks, service marks and logos we approve to identify your CORE Business.

The Marks and the System Standards are owned by CGR Affiliate. CGR Affiliate has granted CGR an exclusive license (“**Trademark License**”) to use the Marks to franchise the system throughout the world. The Trademark License is for ten years and began on July 17, 2019. It will automatically renew for subsequent ten-year periods provided we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the CORE franchise system. If the Trademark License is terminated, CGR Affiliate has agreed to license the Marks directly to our CORE Members until each Franchise Agreement expires or is otherwise terminated.

CGR Affiliate has registrations with the United States Patent and Trademark Office (“**USPTO**”) for the following Marks:




Registered Mark	Registration Number	Registration Date	Register
	6,011,884	March 17, 2020	Registered on the Principal Register
ONCORE	6,351,607	May 18, 2021	Registered on the Principal Register

We do not have a federal registration for our principal trademark. We also do not have a federal registration for our other common law Marks shown in the table below. Therefore, these trademarks do not



have the same legal benefits and rights as federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We claim common law rights in the following Marks which are not registered:

CORE GROUP RESTORATION




On January 29, 2020, we received a final office action refusing registration of our CORE Private Client Mark listed in the chart above (USPTO serial number 88/460,232) (“**Office Action**”) for failure to satisfy all requirements and/or refusals previously raised by the USPTO. Other than the Office Action, there are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

No agreement significantly limits our right to use or license the Marks in any manner material to the CORE Business. Other than as stated below, we do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks.

We are aware that there are other businesses that might claim rights that could affect your use of the Marks. These include: a business in Chagrin Falls, Ohio calling itself “Core Restoration Group” and operating the domain <http://www.corerestorationgroup.com>; a business in Downingtown, Pennsylvania calling itself “Core Restore Group” and operating the domain <https://www.roofsbycore.com>; a business in Washington Township, Michigan calling itself, “CORE Property Restoration” and operating the domain <https://www.corerest.com>; and a business in Houston, Texas calling itself “Core 24/7 Restoration” and operating the domain <http://disaster411.com>. If any of these users could establish superior common law trademark rights it could materially affect your use of the Marks.

You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement, and with a conspicuous sign in your CORE Business that you are an independently owned and operated franchisee of CORE Group Restoration Franchising, LLC. You may not use the Marks in the sale of unauthorized products or services, or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the CORE Business or any interest in the franchise. All rights and goodwill from the use of the Marks accrue to us.



We may, in our sole discretion, defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you. We have no obligation to pursue any infringing users of our Marks or protect you against unfair competition arising out of your use of the Marks. Except as provided below, we are not required to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Marks, or if the proceeding is resolved unfavorably to you. We may take appropriate action if we learn of an infringing user, but we are not required to take any action if we do not feel it is warranted. You must notify us immediately if you learn that any party is using (or claims the right to use) the Marks or a trademark that is confusingly similar to the Marks.

We will indemnify and reimburse you for all damages for which you are held liable and costs you incur in any proceeding brought by a third party in which your use of any Mark constitutes trademark infringement, unfair competition, or dilution, as long as you (i) timely notify us of the claim or proceeding and provide us with the opportunity to defend such claim; (ii) have otherwise complied with the Franchise Agreement; and (iii) have properly and fully followed all of our requirements for your use of the Marks as set forth in the Brand Standards Manual. If we defend the claim, we have no obligation to indemnify or reimburse you with respect to any fees or disbursements to any separate attorney that you retain.

If it becomes advisable at any time, in our sole discretion, for us or you to modify or discontinue using any Mark or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other CORE Members.

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

No patents or patents applications are material to us at this time. The information in the Brand Standards Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the content and format of our products, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not filed an application for a copyright registration for the Brand Standards Manual, our advertising materials, the content and format of our products, or any other writings and recordings, we claim copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("**Copyrighted Works**") for the operation of your CORE Business, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works. Our right to use the Copyrighted Works is granted to us by CGR Affiliate under the Trademark License described above in Item 13.

Our Brand Standards Manual, electronic information and communications, sales and promotional materials, the development and use of our System Standards, specifications, policies, procedures,



information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of CORE Businesses, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of CORE Businesses, and other related materials are proprietary and confidential (“**Confidential Information**”) and are our property to be used by you only as described in the Franchise Agreement and the Brand Standards Manual. Where appropriate, certain information has also been identified as trade secrets (“**Trade Secrets**”). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures and use confidentiality agreements to prevent unauthorized disclosure of our Confidential Information and Trade Secrets.

You must notify us immediately after you learn about another’s use of language, a visual image, or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate (including no action), in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. We are not obligated to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets, or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets, and we are not required to participate in the defense of, or provide indemnification to you in connection with, any proceeding related to the Copyrighted Works, Confidential Information or Trade Secrets. We may control any action we choose to bring (and you agree to cooperate with us and our counsel) regarding any infringement, challenge or claim involving the Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. If we require you to modify or discontinue use of the Copyrighted Works, Confidential Information or Trade Secrets, you must comply with all of our requirements. The Franchise Agreement does not grant you any rights to compensation if we require such modification or discontinuation.

All Copyrighted Works that you, any of your employees, or any person or entity you retain create are our property. In addition, we claim ownership of (a) any improvements or additions to the System Standards, Copyrighted Works, website or any other documents or information pertaining to or relating to the CORE franchise system or the CORE Business, (b) any new trade names, trademarks and service marks, logos or commercial symbols related to the CORE Business, and (c) any advertising and promotional ideas or inventions related to the CORE Business that you conceive or develop.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Although we do not prescribe any staffing requirements, we recommend that either you or a designated manager (“**Designated Manager**”) maintain a day-to-day role in the management of your CORE Business and complete our Onboarding Program. Your Designated Manager, employees, representatives, agents, and, if you are an entity, an officer that does not own equity in the CORE Business, that may have access to our Confidential Information must sign a Confidentiality Agreement, the current form of which is attached to the Franchise Agreement.

If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) must sign an Owners Agreement guarantying the obligations of the entity, in the form of which is attached to the Franchise Agreement as Attachment C. We also require that the spouses of the Franchise owners sign the Owners Agreement.



System Standards may provide recommendations in, among other areas, the CORE Business staffing levels, identify CORE Business personnel and employee qualifications, training, dress, and appearance, but you must control your employees and the terms and conditions of their employment.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell any services through your CORE Business that fall within the umbrella of disaster remediation and restoration Services described in Item 1. This can include offering cleaning, restoration, mitigation, repair, mold remediation and disinfection services caused by fire, smoke, water, wind, mold, or viral pathogens to residential or commercial customers. The services you provide through your CORE Business may include fewer, more, or different services offered by other CORE Businesses.

You may sell products and provide services to Customers located outside of your Territory. Provided that you follow the requirements in our Brand Standards Manual and obtain our written consent (where required), you may engage in promotional and similar activities using our Marks through or on the Internet or any other similar proprietary or common carrier electronic delivery system, and you may sell CORE Business products or services through any alternative channel of distribution, including the Internet, through telemarketing, or other direct marketing.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.a	Five years.
b. Renewal or extension	Section 13.a	If you are in good standing and you meet other requirements, you may add three successor terms of five years each.
c. Requirement for franchisee to renew or extend	Section 13.a	You must: (i) not be in default of your current Franchise Agreement; (ii) give written notice; (iii) sign our then-current franchise agreement and any ancillary documents for the successor term, which may have materially different terms and conditions than your original Franchise Agreement; (including higher fees and advertising contributions); (iv) update the Facility to comply with current standards; (v) sign a release (subject to state law); and (vi) pay the renewal fee.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable



Provision	Section in Franchise Agreement	Summary
f. Termination by franchisor with cause	Section 14.a, 14.b	We can terminate upon certain violations of the Franchise Agreement by you. See g. and h.
g. "Cause" defined – curable defaults	Section 14.b	Failure to pay taxes, understating Referral Gross Sales by more than 2%, failure to comply with System Standards, violation of law, failure to maintain license (bond or permit), termination of another agreement with us or our affiliates.
h. "Cause" defined – non-curable defaults	Section 14.a	Bankruptcy (may not be enforceable under federal bankruptcy law), insolvency, appointment of receiver, assignment for benefit of creditors, abandonment, unauthorized disclosure, unsatisfied judgments, foreclosure, levy, criminal conviction, repeated non-compliance, unauthorized transfer, becoming subject to anti-terrorism laws, misuse of Marks, failure to open within 12 months.
i. Franchisee's obligations on termination/non-renewal	Section 15	Obligations include complete de-identification, payment of amounts due and return of confidential Brand Standards Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by franchisor	Section 12.a	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Section 12.b	Voluntary, involuntary, direct, or indirect assignment, sale, gift, exchange, grant of a security interest, or change of ownership of CORE Member or interest in Franchise Agreement.
l. Franchisor approval of transfer by franchisee	Section 12.c	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 12.c	Payment of all amounts due, transferee signs then-current franchise agreement, CORE Member signs general release, approval of purchase terms/conditions, and payment of transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.f	We have 60 days to match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 12.g	If you desire to sell your business, we have 10 business days to make an offer to purchase.



Provision	Section in Franchise Agreement	Summary
p. Death or disability of franchisee	Section 12.e	The agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Section 7.c	No involvement in a competing business and no diversion.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.e	No solicitation of National Account Customers for 2 years and no competing business for 2 years within 25 miles of the territory of a CORE Member.
s. Modification of agreement	Section 17.j	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Brand Standards Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 17.l	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17.e	Except for certain claims, all disputes must be mediated and arbitrated in the city where our principal place of business is located (currently Austin, Texas), subject to applicable state law.
v. Choice of forum	Section 17.g	All disputes must be mediated, arbitrated, and if applicable, litigated in the city where our principal place of business is located (currently Austin, Texas), subject to applicable state law.
w. Choice of law	Section 17.f	Texas law applies, subject to applicable state law.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for



the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Dan Cassara, 720 Brazos Street, Suite 1200, Austin, TX 78701, joincore@gowithcore.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

ELITE FRANCHISES

Table No. 1
System-wide Outlet Summary for Years 2021 - 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	15	26	+11
	2022	26	30	+4
	2023	30	35	+5
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	15	26	+11
	2022	26	30	+4
	2023	30	35	+5

Table No. 2
Transfers of Franchised Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2021 – 2023

State	Year	Number of Transfers
Totals	2021	0
	2022	0
	2023	0



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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Arizona	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
California	2021	3	3	0	0	0	6
	2022	6	0	0	0	0	6
	2023	6	0	0	0	0	6
Connecticut	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Florida	2021	1	1	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	2	0	0	0	4
Idaho	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Illinois	2021	1	0	0	1	0	0
	2022	0	2	0	0	0	2
	2023	2	0	0	0	0	2
Louisiana	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Maryland	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Minnesota	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
New Hampshire	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
New Jersey	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
New York	2021	1	1	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
Ohio	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	1	0	1	0	1
Pennsylvania	2021	0	2	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	1	0	1



State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Rhode Island	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Tennessee	2021	1	0	0	1	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Texas	2021	1	0	0	0	0	1
	2022	1	1	0	0	0	2
	2023	2	1	0	0	0	3
Utah	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Virginia	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Washington	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
West Virginia	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Wisconsin	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total Outlets	2021	15	13	0	2	0	26
	2022	26	4	0	0	0	30
	2023	30	7	0	2	0	35

Table No. 4
Status of Company-Owned Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total Outlets	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0



Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Michigan	0	1	0
Rhode Island	0	1	0
Total	0	2	0

STANDARD FRANCHISES

Table No. 1
System-wide Outlet Summary for Years 2021 - 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	5	+5
	2022	5	10	+5
	2023	10	26	+16
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	5	+5
	2022	5	10	+5
	2023	10	26	+16

Table No. 2
Transfers of Franchised Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2021 – 2023

State	Year	Number of Transfers
Totals	2021	0
	2022	0
	2023	0

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1



State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	2	0	0	0	2
Colorado	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Florida	2021	0	2	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	3	0	1	0	4
Georgia	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Illinois	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	1	0	0	0	2
Louisiana	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	2	0	0	0	2
Michigan	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Minnesota	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Nevada	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Ohio	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	1	0	0	0	2
Oregon	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Pennsylvania	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
South Carolina	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Texas	2021	0	1	0	0	0	1
	2022	1	2	0	0	0	3
	2023	3	3	0	1	0	5
Total Outlets	2021	0	5	0	0	0	5
	2022	5	5	0	0	0	10
	2023	10	18	0	2	0	26



Table No. 4
Status of Company-Owned Outlets
For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total Outlets	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Massachusetts	0	2	0
Michigan	0	1	0
New Jersey	0	1	0
North Carolina	0	1	0
South Carolina	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Washington	0	1	0
Total	0	10	0

The names, addresses and telephone numbers of our current CORE Members are attached to this Franchise Disclosure Document as Exhibit F. The name and last known address and telephone number of every current CORE Member and every CORE Member who has had a CORE franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit F. During the last three fiscal years, franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the CORE franchise system. If you buy a CORE franchise, your contact information may be disclosed to other buyers when you leave the CORE franchise system.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.



ITEM 21
FINANCIAL STATEMENTS

Exhibit A contains our audited financial statements for our fiscal years ended December 31, 2023, December 31, 2022 and December 31, 2021. Also included in Exhibit A are our unaudited financial statements for the period ended June 30, 2024. Our fiscal year end is December 31st.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the franchise:

- | | |
|-----------|---|
| Exhibit B | Franchise Agreement |
| Exhibit D | State Addenda and Agreement Riders |
| Exhibit G | Contracts for use with the CORE Elite Franchise |

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit J, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.



EXHIBIT A
FINANCIAL STATEMENTS

**UNAUDITED FINANCIAL STATEMENTS OF
CORE GROUP RESTORATION FRANCHISING, LLC
FOR THE PERIOD ENDED JUNE 30, 2024**

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

and

**AUDITED FINANCIAL STATEMENTS OF
CORE GROUP RESTORATION FRANCHISING, LLC
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021**



CORE Group Restoration Franchising LLC

Balance Sheet As of June 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CHASE - Franchise	0.00
CORE Franchising 4110	1,888,261.67
Total Bank Accounts	\$1,888,261.67
Accounts Receivable	
Accounts Receivable	397,468.27
Total Accounts Receivable	\$397,468.27
Other Current Assets	
A/R - Territory/Marketing/Tech Dues	2,036,550.00
A/R - Upfront Membership Dues	494,725.25
Accrued Income	1,500.00
Allowance for doubtful accounts	-130,066.00
Credit Card Receivables	0.00
I/C - CORE Group Restoration	800,000.00
Inventory Asset	0.00
Undeposited Funds	5,980.50
Total Other Current Assets	\$3,208,689.75
Total Current Assets	\$5,494,419.69
Other Assets	
Contract Receivables - Non-Current	
Franchise Notes Receivable - Down Payment	0.00
Franchise Notes Receivable - Territory/Mrktg/Tech	4,819,400.00
Total Contract Receivables - Non-Current	4,819,400.00
Total Other Assets	\$4,819,400.00
TOTAL ASSETS	\$10,313,819.69
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Operating Expenses	30,000.00
Deferred Revenue	1,554,422.05
Total Other Current Liabilities	\$1,584,422.05
Total Current Liabilities	\$1,584,422.05

CORE Group Restoration Franchising LLC

Balance Sheet

As of June 30, 2024

	TOTAL
Long-Term Liabilities	
Deferred Revenue - Long Term	4,669,847.26
Total Long-Term Liabilities	\$4,669,847.26
Total Liabilities	\$6,254,269.31
Equity	
I/C - Distributions to member	-6,351,781.30
Members Equity	8,350,440.15
Opening Balance Equity	0.00
Net Income	2,060,891.53
Total Equity	\$4,059,550.38
TOTAL LIABILITIES AND EQUITY	\$10,313,819.69

CORE Group Restoration Franchising LLC

Profit and Loss
January - June, 2024

	TOTAL
Income	
41000 ELITE - Membership Up Front	156,500.00
41100 ELITE - Territory Dues	439,400.00
41200 ELITE - Marketing Fund	156,150.00
41300 ELITE - Technology Fund	80,250.00
42000 STANDARD - Membership Up Front	832,000.00
42100 STANDARD - Territory Fee	236,800.00
42200 STANDARD - Marketing Fund	93,650.00
42300 STANDARD - Technology Fund	49,100.00
45000 Franchise Up Front	2,204.00
49100 FRANCHISE Dues - 6% Revenue	10,000.00
49200 FRANCHISE - Marketing Fund	11,500.00
49300 FRANCHISE - Technology Fund	5,750.00
MISC Revenue	59,232.00
Sales of Product Income	1,950.00
Uncategorized Income	-2,346.86
Total Income	\$2,132,139.14
Cost of Goods Sold	
Cost of Goods Sold	0.00
Total Cost of Goods Sold	\$0.00
GROSS PROFIT	\$2,132,139.14
Expenses	
Management Fee	30,000.00
QuickBooks Payments Fees	19,640.82
Total Expenses	\$49,640.82
NET OPERATING INCOME	\$2,082,498.32
Other Expenses	
Reconciliation Discrepancies	
Miscellaneous Expense	21,606.79
Total Reconciliation Discrepancies	21,606.79
Total Other Expenses	\$21,606.79
NET OTHER INCOME	\$ -21,606.79
NET INCOME	\$2,060,891.53



**CORE GROUP RESTORATION
FRANCHISING, LLC**

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2023, 2022, AND 2021



CORE GROUP RESTORATION FRANCHISING, LLC

Table of Contents

	<u>Page</u>
Independent auditor’s report.....	3
Balance sheets	5
Statements of operations.....	6
Statements of member’s equity	7
Statements of cash flows	8
Notes to the financial statements	9



Independent Auditor's Report

To the Member
CORE Group Restoration Franchising, LLC
Austin, TX

Opinion

We have audited the accompanying financial statements of CORE Group Restoration Franchising, LLC, which comprise the balance sheets as of December 31, 2023, 2022, and 2021, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CORE Group Restoration Franchising, LLC as of December 31, 2023, 2022, and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon for any other purpose.

Kezar & Dunlay

St. George, Utah
April 18, 2024

CORE GROUP RESTORATION FRANCHISING, LLC

BALANCE SHEETS

As of December 31, 2023, 2022, and 2021

	2023	2022	2021
Assets			
Current assets			
Cash and cash equivalents	\$ 963,431	\$ 773,750	\$ 235,668
Accounts receivable, net	124,588	69,299	179,644
Contract receivables, current	1,837,700	1,230,600	1,020,300
Operating notes receivable, current	761,087	384,714	330,461
Total current assets	3,686,806	2,458,363	1,766,073
Non-current assets			
Contract receivables, non-current	4,080,100	3,164,550	3,069,700
Operating notes receivable, non-current	149,553	312,719	529,873
Total assets	\$ 7,916,459	\$ 5,935,632	\$ 5,365,646
Liabilities and Member's Equity			
Current liabilities			
Accounts payable	\$ -	\$ 2,083	\$ -
Deferred initial franchise fees	55,000	-	-
Contract liabilities, current	1,837,700	1,230,600	1,020,300
Total current liabilities	1,892,700	1,232,683	1,020,300
Non-current liabilities			
Contract liabilities, non-current	4,080,100	3,164,550	3,069,700
Total liabilities	5,972,800	4,397,233	4,090,000
Member's equity	1,943,659	1,538,399	1,275,646
Total liabilities and member's equity	\$ 7,916,459	\$ 5,935,632	\$ 5,365,646

The accompanying notes are an integral part of the financial statements.

CORE GROUP RESTORATION FRANCHISING, LLC

STATEMENTS OF OPERATIONS

For the years ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Operating revenues			
Initial franchise fees	\$ 1,400,833	\$ 570,500	\$ 1,887,665
Royalty and territory fees	1,035,851	817,796	647,545
Marketing fees	419,650	300,000	210,850
Technology fees	221,950	157,200	111,650
Total operating revenues	3,078,284	1,845,496	2,857,710
Operating expenses			
Professional fees	2,475	3,380	6,400
General and administrative	87,716	81,489	10,277
Bad debt expense	148,649	28,333	-
Total operating expenses	238,840	113,202	16,677
Net income	\$ 2,839,444	\$ 1,732,294	\$ 2,841,033

The accompanying notes are an integral part of the financial statements.

CORE GROUP RESTORATION FRANCHISING, LLC
STATEMENTS OF MEMBER'S EQUITY
For the years ended December 31, 2023, 2022, and 2021

Balance as of January 1, 2021	\$	222,237
Member distributions		(1,787,624)
Net income		2,841,033
Balance as of December 31, 2021		1,275,646
Member distributions		(1,469,541)
Net income		1,732,294
Balance as of December 31, 2022		1,538,399
Member distributions		(2,434,184)
Net income		2,839,444
Balance as of December 31, 2023	\$	1,943,659

The accompanying notes are an integral part of the financial statements.

CORE GROUP RESTORATION FRANCHISING, LLC

STATEMENTS OF CASH FLOWS

For the years ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Cash flow from operating activities:			
Net income	\$ 2,839,444	\$ 1,732,294	\$ 2,841,033
Adjustments to reconcile net income to net cash provided by operating activities:			
Change in operating assets and liabilities:			
Accounts receivable	(55,289)	110,345	(8,418)
Contract receivables	(1,522,650)	(305,150)	(4,090,000)
Operating notes receivable	(213,207)	162,901	(860,334)
Accounts payable	(2,083)	2,083	-
Contract liabilities	1,522,650	305,150	4,090,000
Deferred initial franchise fees	55,000	-	-
Net cash provided by operating activities	2,623,865	2,007,623	1,972,281
Cash flows from financing activities:			
Distributions to member	(2,434,184)	(1,469,541)	(1,787,624)
Net cash used by financing activities	(2,434,184)	(1,469,541)	(1,787,624)
Net change in cash and cash equivalents	189,681	538,082	184,657
Cash at the beginning of the period	773,750	235,668	51,011
Cash at the end of the period	\$ 963,431	\$ 773,750	\$ 235,668
Supplementary disclosures of cash flows			
Cash paid for interest and taxes	\$ -	\$ -	\$ -

The accompanying notes are an integral part of the financial statements.

CORE GROUP RESTORATION FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023, 2022, and 2021

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

CORE Group Restoration Franchising, LLC (the “Company”) was formed on July 2, 2019 as a Texas Limited Liability Company, and is headquartered in Austin, Texas. The Company markets and sells franchises and licensing rights for various cleaning equipment and related expertise pertaining to cleaning and restoration services, as well as the sale of supporting products and services.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board (“FASB”) has issued the FASB Accounting Standards Codification (“ASC”) that became the single official source of authoritative U.S. generally accepted accounting principles (“GAAP”), other than guidance issued by the Securities and Exchange Commission (“SEC”), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2023, 2022, and 2021, the Company had cash and cash equivalents of \$963,431, \$773,750, and \$235,668, respectively.

(e) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for initial franchise fees, royalty fees, territory fees, marketing fees, and technology fees. Accounts receivable are recorded at the invoiced amount and do not bear interest, although a finance charge may be applied to such receivables that are past the due date. The allowance for doubtful accounts is the Company’s best estimate of the amount of probable credit losses in the Company’s existing accounts receivable. The Company determines the allowance based on historical collections, customers’ current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer’s ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. When recoveries of receivables previously charged off are made, they are recognized as income when payment is received.

As of December 31, 2023, the Company’s allowance for doubtful accounts was \$130,066. As of December 31, 2022 and 2021, the Company concluded that all receivables were fully collectible, and consequently no allowance for doubtful accounts was established. As of December 31, 2023, 2022, and 2021, the Company had net outstanding receivables of \$124,588, \$69,299, and \$179,644, respectively.

CORE GROUP RESTORATION FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023, 2022, and 2021

(f) Revenue Recognition

The Company's revenues consist of fees from franchised locations operated by conventional franchisees. Revenues from franchisees consist of initial franchise fees, royalties based on a percentage of gross revenues, territory fees, technology fees, and marketing fees.

The Company has adopted ASC 606, *Revenue from Contracts with Customers*, which provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue.

For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the transaction price, which includes an initial fee and ongoing royalties, territory fees, marketing fees, and technology fees, and the Company's performance obligations.

Upon evaluation of the five-step process, the Company has determined that this standard does not impact the recognition of royalties operated by a franchisee, which are based on a percentage of gross revenue and recognized at the time the underlying sales occur. ASC 606 does have an effect on the process management uses to evaluate the recognition of the initial franchise fees, technology, territory, and marketing fees.

In allocating the transaction price and recognizing the revenue associated with initial franchise fees, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. The practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation. These pre-opening services include the following:

- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business

The Company has determined that the fair value of pre-opening services exceeds the initial fees received; as such, the initial fees are allocated to the pre-opening services, which are recognized as revenue upon the delivery of those pre-opening services, which is generally the commencement of operations. However, the Company defers initial fees that have not yet been collected.

The Company's monthly territory fees, marketing fees, and technology fees are fixed, with an agreed upon value. Thus, they are considered a fixed amount of the consideration to be included in the transaction price. Under ASC 606, the contract receivables and contract liabilities for territory fees, marketing fees, and technology fees are presented on the balance sheet under the captions contract receivables and contract liabilities.

(g) Income Taxes

The entity is structured as a limited liability company ("LLC") under the laws of the State of Texas. A limited liability company is classified as a partnership for federal and state income tax purposes and, accordingly, the income or loss of the Company will be included in the income tax returns of the member. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions

CORE GROUP RESTORATION FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023, 2022, and 2021

taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2023, the 2022, 2021, and 2020 tax years are subject to examination.

(h) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, long term notes receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

(i) Concentration of Risk

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Contract Receivable and Contract Liabilities

Contract receivables and contract liabilities consist of fixed consideration for territory, marketing, and technology fees. Contract receivables represent the amount to be received over the life of the franchise agreement, which are offset by a corresponding liability. Revenue is recognized in the period the services are performed. As of December 31, 2023, 2022, and 2021, current and non-current portions of contract receivables and liabilities are as follows:

	2023	2022	2021
Contract receivables, current	\$ 1,837,700	\$ 1,230,600	\$ 1,020,300
Contract receivables, non-current	4,080,100	3,164,550	3,069,700
	\$ 5,917,800	\$ 4,395,150	\$ 4,090,000
	2023	2022	2021
Contract liabilities, current	\$ 1,837,700	\$ 1,230,600	\$ 1,020,300
Contract liabilities, non-current	4,080,100	3,164,550	3,069,700
	\$ 5,917,800	\$ 4,395,150	\$ 4,090,000

(3) Operating Notes Receivable

Operating notes receivable consist of initial franchise fees, which are considered to be earned in the period franchisees commence operations. The notes generally do not accrue interest and have terms between two and five years. The current portion of operating notes receivable consists of all amounts expected to be collected within the coming twelve-month period.

As of December 31, 2023, 2022, and 2021, the Company had the following current and non-current portion of operating notes receivable:

	2023	2022	2021
Operating notes receivable, current	\$ 761,087	\$ 384,214	\$ 330,461
Operating notes receivable, non-current	149,553	312,719	529,873
	\$ 910,640	\$ 697,433	\$ 860,334

CORE GROUP RESTORATION FRANCHISING, LLC

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2023, 2022, and 2021

(4) Franchise Agreements

The Company's franchise agreements generally provide for payment of initial fees as well as continuing royalties to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the CORE Restoration system for a period of five years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions are recognized when the franchisee begins operations. For any franchisees that have not yet begun operations as of year-end, the Company defers the initial franchise. All locations that are expected to begin operations within the following year are categorized as current, while all others are classified as non-current. As of December 31, 2023, the Company had current deferred revenue of \$55,000. As of December 31, 2022 and 2021, the Company had no deferred revenue.

(5) Related Party Transactions

During the year ended December 31, 2022, the Company entered into a management agreement with an affiliate, in which it agreed to pay \$5,000 per month for shared costs allocated to the Company. The expense recognized during the years ended December 31, 2023 and 2022 was \$60,000.

(6) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC 450, *Contingencies*, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(7) Subsequent Events

The Company has evaluated subsequent events through April 18, 2024, the date which the financial statements were available to be issued.

EXHIBIT B



CORE GROUP RESTORATION FRANCHISING, LLC
FRANCHISE AGREEMENT

CORE Member: _____

Date: _____

Territory: _____



TABLE OF CONTENTS

Section	Page
1. PURPOSE.....	1
2. GRANT OF FRANCHISE	2
3. SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND BEGINNING OPERATIONS OF THE FRANCHISE.....	5
4. FEES	8
5. TRAINING AND ASSISTANCE.....	10
6. INTELLECTUAL PROPERTY	12
7. CONFIDENTIAL INFORMATION	15
8. SYSTEM STANDARDS.....	16
9. MARKETING	19
10. REPORTS.....	21
11. INSPECTIONS AND AUDITS.....	21
12. TRANSFERS.....	22
13. EXPIRATION OF THIS AGREEMENT	26
14. TERMINATION OF FRANCHISE AGREEMENT	28
15. OUR AND CORE MEMBER’S RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT	30
16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION	32
17. ENFORCEMENT.....	33
18. NOTICES AND PAYMENTS.....	39
19. COMPLIANCE WITH ANTI-TERRORISM LAWS	39
20. NO WAIVER; NO DISCLAIMER	40
21. ELECTRONIC MAIL.....	40

ATTACHMENTS

ATTACHMENT A	FRANCHISE DATA SHEET
ATTACHMENT B	STATEMENT OF OWNERSHIP
ATTACHMENT C	OWNERS AGREEMENT
ATTACHMENT D	AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM
ATTACHMENT E	CONFIDENTIALITY AGREEMENT



CORE GROUP RESTORATION FRANCHISING, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this “**Agreement**”) is made and entered into by CORE Group Restoration Franchising, LLC, a Texas limited liability company (“**Franchisor**,” “**CORE**,” “**we**,” “**us**,” or “**our**”), and the CORE Member identified on the signature block of this Agreement (“**CORE Member**,” “**you**” or “**your**”), as of the date signed by us opposite our signature (“**Effective Date**”). If more than one person or entity is listed as the CORE Member, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Agreement.

1. PURPOSE

a. PURPOSE

1. We have developed methods for existing businesses to convert to and become members of the CORE franchise system by using the Marks to operate businesses (“**CORE Businesses**” or “**Businesses**”) that offer disaster recovery services, property damage restoration services and general construction services (“**Services**”) to residential and commercial customers (“**Customers**”). CORE Businesses use the trade name and service mark “CORE” and other logos, trademarks, service marks and commercial symbols (collectively, the “**Marks**”). CORE Businesses also use our distinctive business format, adopt our code of conduct, and have access to business improvement methods, procedures, advertising, promotional and marketing methods, operational standards and specifications, and various other proprietary methods of doing business (“**System Standards**”).

2. We desire to grant you the right to convert your existing business to a CORE Business which operates under the Marks and pursuant to the System Standards.

3. CORE Member desires to establish a CORE Business at a location and within a territory identified herein and we desire to grant the CORE Member the right to operate a CORE Business in the territory under the terms and conditions which are contained in this Agreement.

b. CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

If CORE Member is a corporation, limited liability company, or general or limited partnership (collectively, an “**Entity**”), CORE Member agrees and represents as follows:

1. CORE Member has the authority to execute, deliver and perform CORE Member’s obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of CORE Member’s incorporation or formation;

2. The Entity is duly formed and validly existing under the laws of the state of its formation or incorporation and that this Agreement restricts the issuance and transfer of any ownership interests in CORE Member, and all certificates and other documents representing ownership interests in CORE Member bear a legend referring to this Agreement’s restrictions;

3. All accounting documents, tax returns, and any other financial statements provided by CORE Member to us are true and accurate;

4. The Statement of Ownership, attached as Attachment B to this Agreement, completely and accurately describes those persons with a direct or indirect ownership interest in CORE



Member as of the Effective Date. Subject to our rights and CORE Member's obligations under Section 12, CORE Member agrees to sign and deliver to us revised versions of the Statement of Ownership to reflect any permitted changes in the information contained in the Statement of Ownership;

5. Each of CORE Member's owners will execute an Owner's Agreement in the form attached as Attachment C undertaking to be individually bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between CORE Member and us;

6. CORE Member has identified the CORE Member's Operating Principal on the Statement of Ownership (defined in Section 8.f); and

7. CORE Member is in good standing with the state where CORE Member's Entity is formed and the state(s) where CORE Member's CORE Business will operate.

c. **ONCORE REPAIR SERVICES.** The Services you provide through your CORE Business may include insurance industry managed repair services to perform work for National Accounts which include national insurance and commercial clientele ("**ONCORE Repair Services**"). Through our affiliate, CORE Group Restoration, Inc. ("**CGRI**"), we may provide referrals for ONCORE Repair Services. ONCORE Repair Services is an optional program and as a CORE Member you are not required to participate. If you desire to participate in the ONCORE Repair Services Program, you must provide us or CGRI with an application and any evidence that we or CGRI require to confirm that you are capable of meeting the demands and requirements of our ONCORE Repair Services clients. If you are selected to participate in the ONCORE Repair Services program, you must comply with our service level agreements that we reach with our ONCORE Repair clients. If you fail to meet our requirements for participation or continued participation in the ONCORE Repair Services program, we may terminate your right to provide ONCORE Repair Services upon notice to you in addition to our other rights under this Agreement. We reserve the right to discontinue the ONCORE Repair Services program at any time upon written notice.

2. **GRANT OF FRANCHISE**

a. **GRANT AND TERM OF FRANCHISE**

We grant to CORE Member, and CORE Member accept from us, the right to use the Marks and System Standards in connection with the establishment and operation of one CORE Business, as specified in the Franchise Data Sheet attached to this Agreement as Attachment A. CORE Member agrees to use the Marks and System Standards, as they may be changed, improved, and further developed by us from time to time, only in accordance with the terms and conditions of this Agreement. The term ("**Term**") of the Franchise and this Agreement begins on the Effective Date and expires five years after the Effective Date, unless terminated earlier. CORE Member shall at all times faithfully, honestly and diligently perform CORE Member's obligations under this Agreement. CORE Member shall also continuously use CORE Member's best efforts to: (a) promote and operate the Franchise, (b) engage with other CORE Businesses, and (c) attend and actively participate in CORE events to promote the Services provided by CORE Businesses. If CORE Member does not sign a successor franchise agreement prior to the expiration of the Term (See Section 13) and continues to accept the benefits of this Agreement after the expiration, then at our option, this Agreement may be deemed to be treated as either: (i) expired as of the expiration date, and if CORE Member continues to operate the Franchise without our permission, CORE Member will be in default of this Agreement; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with 30 days' prior written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of notice to terminate the Interim Period. In the latter case, all of CORE Member's obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on CORE



Member upon expiration of this Agreement shall take effect upon termination of the Interim Period. Unless CORE Member signs a successor franchise agreement and except as otherwise permitted by this Section 2.a, CORE Member has no right to continue to operate CORE Member's CORE Business following the expiration of the Term.

b. TERRITORIAL RIGHTS

1. CORE Member's territory is identified on Attachment A to this Agreement ("**Territory**").

a. Elite: So long as CORE Member is in compliance with this Agreement and the CORE Member's Territory is under 5,000,000 in population, we and our affiliates will not operate a CORE Business within CORE Member's Territory or grant franchises or licenses that allow another party to locate the headquarters of their CORE Business in CORE Member's Territory. If more than 5,000,000 persons are located in CORE Member's Territory, then we may grant an additional franchise for each 5,000,000 persons residing in CORE Member's Territory. A territory of 5,000,000 persons can have up to one Elite CORE Member and three Standard CORE Members.

b. Standard: So long as CORE Member is in compliance with this Agreement and CORE Member's Territory is under 2,000,000 in population, we and our affiliates will not operate a CORE Business within CORE Member's Territory or grant franchises or licenses that allow another party to locate the headquarters of their CORE Business in CORE Member's Territory. If more than 2,000,000 persons are located in CORE Member's Territory, then we may grant an additional franchise for each 2,000,000 persons residing in CORE Member's Territory.

c. For purposes of clarification, a CORE Member is granted a Territory where the headquarters of their CORE Business is located and will be permitted to offer and sell Services both within and outside their Territory.

d. Once we establish CORE Member's Territory, we will not change or modify it during the initial term of CORE Member's franchise agreement without CORE Member's consent. This Section 2.b.1 is subject to our reservation of rights in Section 2.c below.

2. We are not required to refer any customer requesting Services in CORE Member's Territory to CORE Member. Except as otherwise provided in this Agreement, this Agreement does not restrict us or our affiliates, and does not grant rights to CORE Member to pursue our or our affiliates' other business concepts other than CORE Businesses. If CORE Member renews this Agreement, CORE Member's Territory may be modified depending on the then-current standards for territories.

3. We retain all rights to service or designate ourselves or other CORE Members to service National Accounts in CORE Member's Territory. CORE Member is not entitled to any National Account work in CORE Member's Territory. "**National Account**" means any customer: (i) that conducts its business for its own account or through agents, affiliates, independent contractors, or CORE Members in two or more of our territories; (ii) a regional or national chain with three or more locations, which customer or chain has contracted with us to obtain products and services for two or more of its locations from us, our affiliates and/or CORE Members; or (iii) which owns, manages, controls, or otherwise has responsibility for businesses or residences in more than one location and whose presence is not confined within any one particular CORE Member's territory. If we permit CORE Member to service National Accounts, CORE Member shall follow all rules and regulations that we put into place via our ONCORE Repair program standards. We reserve the right to determine pricing for products and services provided to



National Accounts within CORE Member's Territory. If we or another party are providing services or products to a National Account customer in CORE Member's Territory, CORE Member will not receive any compensation related to these services or products.

a. We reserve the exclusive right to negotiate and enter into agreements with National Account customers to provide Services wherever such businesses are located, including within CORE Member's Territory. We reserve the right to discontinue the National Accounts program at any time upon written notice.

b. If multiple CORE Group Restoration CORE Members are headquartered in CORE Member's Territory, we will provide referrals among all of these CORE Members in CORE Member's Territory in our sole discretion and according to any criteria that we develop. CORE Member may elect not to participate in our National Account Program, or may be removed from National Account Program for any reason based on the discretion of National Account program clients. We do not guarantee any specific number of jobs or amount of work, and we may not provide opportunities equally among CORE Members that are headquartered in the same Territory.

c. TERRITORIAL RIGHTS WE RESERVE

CORE Member is not granted any exclusive rights in CORE Member's Territory and CORE Member may face competition from other CORE Businesses located inside and outside CORE Member's Territory, and from outlets that we or our affiliates own or operate in the Territory as permitted by this Agreement. We retain for ourselves and our affiliates, without granting CORE Member any rights, the right:

1. to own, franchise, or operate CORE Businesses at any location, regardless of the proximity to CORE Member's CORE Business, subject to our policies of: (i) granting only one CORE Elite Franchise per population of approximately 5,000,000 persons in any territory; and (ii) granting only one CORE Standard Franchise per population of approximately 2,000,000 persons in any territory;

2. to use the Marks and the System Standards to sell any products or services similar to those which CORE Member will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet;

3. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering disaster recovery and property damage restoration services to residential and commercial customers, at any location, including within the Territory, which may be similar to or different from the CORE Business operated by CORE Member;

4. to engage in any transaction, including to purchase or be purchased by, to merge or combine with, any business, to convert to the CORE franchise system or to be converted to a new system with any business whether franchised or corporately owned, including a business that competes directly with CORE Member's CORE Business, whether located inside or outside of the Territory; provided that in such situations the newly acquired businesses will not operate under the Marks inside CORE Member's Territory;

5. to acquire and convert to the CORE franchise system operated by us, any businesses offering products and services similar to those offered by CORE Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association



with, any other system or chain, whether franchised or corporately-owned, and whether located inside or outside of the Territory, provided that in such situations, the newly-acquired businesses may not operate under the Marks in the Territory;

6. to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere; and

7. to service National Accounts within the Territory, or allow other CORE Group Restoration CORE Members or third parties to service National Accounts within the Territory.

We are not required to pay CORE Member if we exercise any of the rights specified above within CORE Member's Territory. We do not pay compensation for soliciting or accepting orders inside CORE Member's Territory.

CORE Member is aware that other Core Businesses (both present and future) may operate under different forms of agreement which CORE Member may view as more favorable than this Agreement and that our obligations and rights and other CORE Members' obligations to us may differ materially from one CORE Member to another.

d. **MODIFICATION OF SYSTEM**

Because complete and detailed uniformity under various conditions may not be possible or practical, CORE Member acknowledges we specifically reserve the right and privilege to modify System Standards for any franchise owner based upon circumstances we consider important to promote that Franchise owner's successful operation. We may choose not to authorize similar variations or accommodations to CORE Member or other CORE Members, and we may implement different modifications or standards for Elite CORE Members and Standard CORE Members.

3. **SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND BEGINNING OPERATIONS OF THE FRANCHISE**

a. **SITE SELECTION**

CORE Member must operate CORE Member's CORE Business from an acceptable commercial facility ("**Facility**"). We do not provide CORE Member with assistance in locating and contracting to lease or purchase the Facility and CORE Member has the ultimate responsibility in choosing, obtaining and developing the site for CORE Member's Facility. If CORE Member is not already operating out of a Facility, CORE Member must purchase or lease, at CORE Member's expense, the site for CORE Member's Facility within 90 days after signing this Agreement, or this Agreement will be terminated and the Initial Franchise Fee will be forfeited.

b. **OPERATING ASSETS**

CORE Member must operate CORE Member's CORE Business substantially in accordance with our System Standards. As part of our System Standards, we will make available and encourage CORE Member to purchase or lease products, services, supplies, fixtures, equipment, inventory, computer hardware and software related to establishing and operating the CORE Business under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates ("**Operating Assets**"). CORE Member must not materially deviate from these methods, standards, and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the CORE franchise system.



c. **COMPUTER SYSTEM**

1. You shall equip your CORE Business with a computer system that consists of hardware and software designated in the Brand Standards Manual (“**Computer System**”) as is consistent with our standards and specifications. You shall maintain a high-speed Internet connection at your Facility. You must use Microsoft Office 2016 (or later) or Office 365 in the operation of your CORE Business. You shall also have access to the ONCORE Claims Management System (the “**ONCORE Claims Portal**”), an online portal that provides access to projects made available to CORE Members by the Franchisor.

2. If your systems do not meet the minimum standards in the prior section, you may be required, at your sole cost and expense, to upgrade and update the Computer System hardware and software during the term of this Agreement. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs may not be fully amortizable over this Agreement’s remaining term, you agree to incur the costs of obtaining the computer hardware and software for the Computer System (including additions and modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs.

3. We reserve the right to: (i) charge CORE Member a fee for access to electronic and other communication and technology services we provide or make available to CORE Member; (ii) develop proprietary software or other technology for use in CORE Businesses and charge CORE Member a licensing fee for such software or other technology; (iii) derive revenues from Computer System or other technology maintenance and upgrade fees in the event proprietary software or other technology systems are developed for use in CORE Businesses; and (iv) require that CORE Member participate in all electronic data capture related to accounts, projects, work or customers that we refer to CORE Member or other similar programs that we deem mandatory.

4. We and our affiliates own all data generated by and through the ONCORE Claims Portal as it relates to CORE Member’s CORE Business, including the CORE Business’s financial information and customer data and customer lists which relate to the ONCORE Claims Portal (collectively, the “**ONCORE Portal Data**”). CORE Member’s right to access and use the ONCORE Portal Data is granted under this Agreement. Upon termination or expiration of this Agreement, all rights to the ONCORE Portal Data terminates. If required by us, CORE Member must store all data and information in the ONCORE Claims Portal that we designate, and report data and information in the manner we specify. We may have access to the ONCORE Claims Portal, subject to applicable laws, and have the right to collect and retain any and all information and data from the ONCORE Claims Portal that concerns the Franchise. CORE Member agrees, subject to applicable laws, to ensure we maintain unlimited access to data collected by the ONCORE Claims Portal. We can use this information and data in any manner to promote the CORE franchise system and for the sale of CORE Group Restoration Franchises. This may include posting financial information of each CORE Member on an intranet website, or through the collection of such data annually via a franchise system survey. There is no contractual limitation on our right to receive or use information through our data management and intranet systems. For purposes of clarification, Franchisor’s rights and CORE Member’s obligations under this Section 3.c.4 relate solely to the ONCORE Claims Portal and the ONCORE Portal Data, and not to other aspects of CORE Member’s business.

d. **COMMENCEMENT OF OPERATIONS**

Before CORE Member begins operation of CORE Member’s CORE Business, we (or our designee(s)) will provide the following assistance and services to CORE Member:



1. provide discretionary specifications for the CORE Business, including standards and criteria for design, image, and branding of Vehicles, locations, and other trade dress;
2. make available to CORE Member and CORE Member's managers an optional CORE membership onboarding in a manner designated by us ("**Onboarding Program**"); and
3. loan to CORE Member, or make available to CORE Member on our website, one copy of the Brand Standards Manual.

CORE Member agrees not to begin operating as a CORE Member until:

- (1) we notify CORE Member in writing that all of CORE Member's obligations have been fulfilled;
- (2) all amounts due to us have been paid;
- (3) we have been furnished with copies of all insurance policies and certificates required by this Agreement, or other documentation of insurance coverage and payment of premiums we request;
- (4) CORE Member notifies us that all approvals and conditions stated in this Agreement have been met;
- (5) CORE Member has received all required permits and licenses; and
- (6) CORE Member has ordered and received supplies, inventory and related materials. Subject to CORE Member's compliance with these conditions, CORE Member must be prepared to operate CORE Member's CORE Business immediately after we state CORE Member's CORE Business is ready for operation and agrees to begin operations no later than 3 months after the Effective Date.

e. VEHICLES

CORE Member must have vehicles which CORE Member will use in the operation of the CORE Group Business ("**Vehicle(s)**"). CORE Member may use vehicles CORE Member currently owns as CORE Member's Vehicles. CORE Member must maintain CORE Member's Vehicles in good working condition, clean and free of damage. CORE Member may choose, but is not required, to add a wrap or other marketing decals to CORE Member's Vehicles, provided, these designs comply with our CORE branding standards and specifications (the "**Branding Standards**"). CORE Member must:

- (1) outfit the Vehicles as provided in the Branding Standards;
- (2) maintain the condition of the Vehicles consistent with the image of a CORE Business; and
- (3) allow us to inspect the Vehicles upon our request.

f. RELOCATION

CORE Member may relocate the headquarters of its CORE Business to another commercial location within the Territory without our prior written consent. If CORE Member relocates its Facility, CORE Member shall de-identify the former location by removing the CORE Marks and shall reimburse,



indemnify and hold us harmless from any direct and indirect losses, costs and expenses, including attorney fees, arising out of CORE Member's failure to do so.

4. FEES

a. INITIAL FRANCHISE FEE

CORE Member will pay us the initial franchise fee (the "**Initial Franchise Fee**") when CORE Member signs this Agreement in the amount set forth on the Franchise Data Sheet attached as Attachment A. The Initial Franchise fee is deemed fully earned by us once CORE Member signs this Agreement and is non-refundable under any circumstances, even if CORE Member chooses not to open CORE Member's CORE Business. Each franchise agreement will grant CORE Member the right to operate one CORE Business.

If CORE Member finances a portion of the Initial Franchise Fee, we will select the financing option and CORE Member will pay the Initial Franchise Fee, all as provided on the Franchise Data Sheet attached as Attachment A.

b. TERRITORY FEE

Beginning one month after CORE Member signs the CORE Member Agreement, CORE Member must pay us a monthly territory fee ("**Territory Fee**"), which is based on the population of CORE Member's Territory at the time the Territory is granted. CORE Member's Territory Fee is designated on the Franchise Data Sheet attached as Attachment A. CORE Member must pay the Territory Fee on or before the fifth day of each month. The Territory Fee is non-refundable and is uniformly calculated.

c. REFERRAL FEE

CORE Member agrees to pay us a referral fee ("**Referral Fee**") that typically ranges between two percent (2%) and ten percent (10%) (but which may vary from this range depending on the client program) of monthly Referral Gross Sales (defined below) during the previous month for jobs that we or our affiliate refer to CORE Member during the Term. We will notify CORE Member of the Referral Fee amount when CORE Member accepts a referral from us. Program Referral Fees are currently subject to change on an annual basis and may be changed by us on a different basis in our sole discretion.

The Referral Fee payment is based on Referral Gross Sales and is due within thirty (30) days of collection. Any work performed outside of CORE Member's Territory is also subject to the payment of Referral Fees in addition to the Referral Fees for work performed within CORE Member's Territory.

"**Referral Gross Sales**" means the total of all revenues, income and consideration from the sale of all CORE Business Services and products to any customers that we refer to CORE Member, whether or not sold or performed at or from the CORE Business, and whether received in cash, coupon, in services in kind, from barter or exchange, on credit (whether or not payment is received) or otherwise. CORE Member may deduct from Referral Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. CORE Member may also deduct from Referral Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances CORE Member gives in good faith to CORE Member's customers. All barter or exchange transactions in which CORE Member furnishes Services or products in exchange for goods or services provided to CORE Member by a vendor, supplier,



or customer will, for the purpose of determining Referral Gross Sales, be valued at the full retail value of the goods or services so provided to CORE Member.

We reserve the right upon 90 days' notice to CORE Member to deem that Referral Gross Sales have been received by CORE Member when the products or Services from which they were derived are delivered or rendered or when the relevant sale takes place, whichever occurs first.

The Referral Fee shall be paid to us within 30 days of collection in the manner specified by us. CORE Member shall not subordinate to any other obligation CORE Member's obligation to pay the Referral Fee or any other fee or charge due to us or any affiliate of ours under this Agreement.

Each Referral Fee payment shall be, without exception, accompanied by a statement of the previous month's Referral Gross Sales in the manner that we require.

d. BRAND FUND/MARKETING FUND CONTRIBUTION

Beginning one month after CORE Member signs this Agreement, CORE Member must contribute to a national advertising fund established by us (the "**Brand Fund**" or "**Marketing Fund**") a monthly amount as specified on the Franchise Data Sheet attached as Attachment A ("**Brand Fund Contribution**" or "**Marketing Fund Contribution**"). The Brand Fund Contribution shall be paid on the fifth day of each month and in the same manner as CORE Member pays the monthly Territory Fee. The Brand Fund Contribution shall be in addition to, and not in lieu of, any local marketing done by CORE Member.

e. TECHNOLOGY FEE

Beginning one month after CORE Member signs this Agreement, CORE Member must pay us a technology fee ("**Technology Fee**") of \$300 per month to cover certain technologies used in the operation of CORE Member's CORE Business, including access to our intranet platform. The Technology Fee is payable at the same time and in the same manner as CORE Member pay CORE Member's monthly Territory Fee. The Technology Fee is non-refundable and uniform. We reserve the right to upgrade, modify, or add new software. CORE Member will be responsible for any increase in fees that result from an upgrade, modification, or any additional software or from increases from third party vendors. We will not increase the Technology Fee by more than 10% per year and we will provide CORE Member with 120 days' notice prior to increasing this fee.

f. LATE PAYMENTS/INSUFFICIENT FUNDS

All overdue amounts will bear a late fee of \$100 per occurrence plus the lesser of the daily equivalent of eighteen percent (18%) per year simple interest or the highest rate allowed by law, beginning with the original due date and accruing until the original amounts plus late fees are paid off. CORE Member authorizes us to debit its bank account automatically. CORE Member acknowledges this Section is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance CORE Member's operation of, the CORE Business.

CORE Member shall pay us a non-sufficient funds fee of \$100 per occurrence, plus the lesser of the daily equivalent of eighteen percent (18%) per year simple interest or the highest amount allowed by law for any for any check or electronic payment that is not successful due to insufficient funds, stop payment, or any similar event.



g. APPLICATION OF PAYMENTS

Despite any designation CORE Member makes, we may apply CORE Member's payments to any of CORE Member's past due indebtedness to us. We may set off any amounts CORE Member or CORE Member's owners owe us or our affiliates against any amounts we or our affiliates owe CORE Member or CORE Member's owners. CORE Member may not withhold payment of any amounts CORE Member owes us due to our alleged nonperformance of our obligations under this Agreement.

h. METHOD OF PAYMENT

We currently require CORE Member to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. CORE Member is required to complete the Automated Clearing House Payment authorization (in the form attached as Attachment D). We have the right to periodically specify different payees and/or payment methods, such as, but not limited to, weekly/biweekly/monthly payment, payment by auto-draft, credit card and payment by check. CORE Member shall make funds available to us for withdrawal by electronic transfer no later than the due date for payment. If CORE Member has not timely reported the Referral Gross Sales to us for any reporting period, then we shall be authorized, at our option, to debit CORE Member's account in an amount equal to: (a) the fees transferred from CORE Member's account for the last reporting period for which a report of the Referral Gross Sales was provided to us as required; or (b) the amount due based on information retrieved from our approved computer system. For any payment CORE Member make to us or our affiliate(s) by credit card, we reserve the right to charge up to four percent (4%) of the total charge as a service charge.

5. TRAINING AND ASSISTANCE

a. ONBOARDING PROGRAM

We will make an Onboarding Program available to CORE Member and its designees. CORE Member is not required to attend the Onboarding Program, but attendance and completion of the program is encouraged. The Onboarding Program is available at no charge via webinar or other means to CORE Member (or CORE Member's Operating Principal, if CORE Member is an entity) and CORE Member's managers. If CORE Member chooses to have any initial training provided by our corporate staff in-person at CORE Member's CORE Business, CORE Member must pay \$250 per day, plus all travel, lodging, meals, and incidental expenses incurred by us. Additional persons and newly hired personnel may attend our available training and onboarding programs at our then-current training fees, subject to our approval. All fees are due before training begins, and are non-refundable under any circumstances.

b. ONGOING TRAINING

We will make available to CORE Member and its designees additional refresher and training courses. Attendance at these trainings is optional, except that if we hold an annual convention, CORE Member shall be required to pay for two employees to attend and pay our then-current convention fee. This fee is payable to us to help defray the cost of any annual convention and is due regardless of whether CORE Member (or a designee) attends our annual convention in any given year. CORE Member is responsible for all travel and expenses for CORE Member's attendees. We reserve the right to set the time and location of the convention and change attendee requirements and we may preclude CORE Member from participating in conventions or meetings if CORE Member is in default of this Agreement.

We may require that CORE Member or CORE Member's Operating Principal, Designated Manager (as each are defined below) and other employees attend remedial training if we determine that CORE



Member is not operating in compliance with this Agreement or the Brand Standards Manual. CORE Member may also request that we provide additional training (either at corporate headquarters or at CORE Member's CORE Business). Additional training will be made available to CORE Member at both the regional and national levels and will be payable in advance of the training. CORE Member must pay us our then currently charged tuition for such additional training and CORE Member must pay for airfare, meals, transportation costs, lodging and incidental expenses for all of CORE Member's training program attendees. If the training program is conducted at CORE Member's CORE Business, then CORE Member must reimburse us for the expenses we or our representatives incur in providing the training. We may require that CORE Member or CORE Member's Operating Principal or Designated Manager also attend annual sales and marketing and operations summit events conducted by us. CORE Member shall be required to pay for one employee to attend and pay our then-current summit attendance fee.

CORE Member understands and agrees that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify from time to time.

c. GENERAL GUIDANCE

We will advise CORE Member from time to time regarding the Franchise operations based on CORE Member's reports and will guide CORE Member with respect to: (1) standards, specifications, operating procedures and methods that CORE Businesses use; (2) purchasing Operating Assets and other items and arranging for their distribution to CORE Member; (3) advertising and marketing materials and programs; (4) technician training; and (5) administrative, bookkeeping, and accounting procedures.

d. BRAND STANDARDS MANUAL

We shall provide the CORE Member with online access to our manuals, standard operating procedures, technical bulletins, or other written materials (collectively referred to as "**Brand Standards Manual**"), covering certain standards, specifications and suggested operating and marketing procedures that we require CORE Member to utilize in operating its CORE Business. The CORE Member shall comply with the mandatory portions of the Brand Standards Manual as an essential aspect of its obligations under this Agreement, and failure by CORE Member to substantially comply with the mandatory portions of the Brand Standards Manual may be considered by us to be a breach of this Agreement.

The form and content of the Brand Standards Manual maintained by us shall prevail in the event of any dispute regarding the form of or content of the Brand Standards Manual between CORE Member and us. We may modify the Brand Standards Manual periodically to reflect changes in System Standards. CORE Member acknowledges that CORE Member's compliance with the Brand Standards Manual is important to us and other CORE franchise system CORE Members and is necessary to protect our reputation and the goodwill of the Marks and to maintain the uniform quality of operation through the CORE franchise system. However, while the Brand Standards Manual is designed to protect our reputation and the goodwill of the Marks, it is not designed to control the day-to-day operation of the CORE Business.

CORE Member agrees the Brand Standards Manual's contents are confidential and that CORE Member will not disclose the Brand Standards Manual to any person other than CORE Business employees who need to know its contents.

At our option, we may post some of or the entire Brand Standards Manual on a restricted website or intranet to which CORE Member will have access. If we do so, CORE Member agrees to monitor and access the website or intranet for any updates to the Brand Standards Manual or System Standards. Any



passwords or other digital identifications necessary to access the Brand Standards Manual on a website or intranet will be deemed to be part of Confidential Information (defined in Section 7 below).

e. **DELEGATION OF PERFORMANCE**

CORE Member agrees we have the right to delegate to third party designees, whether these designees are our agents or independent contractors with whom we have contracted: (1) the performance of any portion or all of our obligations under this Agreement; and (2) any right that we have under this Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for CORE Member in compliance with this Agreement.

f. **STAFFING**

CORE Member must determine appropriate staffing levels for CORE Member's CORE Business to ensure compliance with this Agreement and our System Standards. CORE Member alone is responsible for all employment decisions and functions of CORE Member's CORE Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether CORE Member has received advice from us on these subjects or not. We will not provide general business or operations training to CORE Member's managerial employees or independent contractors; however, we may provide limited training on the System Standards to CORE Member's employees. CORE Member will be responsible for training CORE Member's employees and independent contractors, including any training on the day-to-day operations of the CORE Business. CORE Member must use CORE Member's legal business Entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, timecards, and similar items. CORE Member must require CORE Member's employees to work and abide by the Brand Standards Manual. CORE Member shall conduct a background check on all of its employees and, for any employees who perform services for a National Account, CORE Member must purchase annual drug screening and background checks from an approved third-party supplier of drug screening and background check services.

CORE Member agrees to inform each of CORE Member's employees that CORE Member alone is their employer, and that we are not. At no time will CORE Member or CORE Member's employees be deemed to be our employees. Upon our request, CORE Member and each of CORE Member's employees will sign an employment relationship acknowledgment within seven days of our request stating that CORE Member alone are the employees' employer. CORE Member expressly agrees, and will never contend otherwise, that our authority under this Agreement to certify certain of CORE Member's employees or independent contractors for qualification to perform certain functions for the CORE Business does not directly or indirectly vest in us the power to hire, fire or control any such employee or independent contractor. CORE Member must also post a conspicuous notice for employees and independent contractors explaining CORE Member's franchise relationship with us and that CORE Member (and not we) is the sole employer. CORE Member agrees that any direction CORE Member receive from us regarding employment policies should be considered as examples, that CORE Member alone are responsible for establishing and implementing CORE Member's own policies, and that CORE Member understands that CORE Member should do so in consultation with local legal counsel well-versed in employment law.

6. **INTELLECTUAL PROPERTY**

a. **OWNERSHIP AND GOODWILL OF MARKS**

CORE Member's right to use the Marks is derived only from this Agreement and limited to CORE Member's operating the Franchise according to this Agreement and all System Standards we prescribe



during the Term. CORE Member's unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. CORE Member acknowledges and agrees that any unauthorized use of the Marks will cause us irreparable harm for which there is no adequate remedy at law and will entitle us to injunctive relief. CORE Member acknowledges and agrees that CORE Member's use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon CORE Member (other than the right to operate the Franchise under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize CORE Member to use. CORE Member may not, during or after this Agreement's Term, contest or assist any other person in contesting the validity or our ownership of the Marks.

b. LIMITATIONS ON CORE MEMBER'S USE OF MARKS

CORE Member may use the Marks in conjunction with its own tradenames and marks or logos. CORE Member shall identify itself as its independent owner and operator in the manner we prescribe in the Brand Standards Manual or otherwise in writing to CORE Member. CORE Member has no right to sublicense or assign CORE Member's right to use the Marks. CORE Member may not use any Mark part of any corporate or legal business name or in any other manner we have not expressly authorized in writing. CORE Member may not use any Mark as part of any domain name, homepage, electronic address, social media website, or otherwise for a website, without our prior written consent, and then only on the terms we specify.

CORE Member may not use any Mark in advertising the transfer, sale, or other disposition of the Franchise or an ownership interest in CORE Member without our prior written consent, which we will not unreasonably withhold. CORE Member agrees to display the Marks prominently, as we may prescribe, on forms, advertising, supplies, and other materials we designate. CORE Member agrees to give the notices of trade and service mark registrations we specify and to obtain any fictitious or assumed name registrations required under applicable law.

c. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

CORE Member agrees to promptly notify us in writing of any possible infringement of or claim of right to a service mark or trademark the same as or confusingly similar to any of the Marks which may come to its attention. CORE Member acknowledges that we shall have the right to determine whether any action will be taken on account of any possible infringement or illegal use. We may commence or prosecute such action in our own name and may join CORE Member as a party to the action if we determine it to be reasonably necessary for the continued protection and quality control of the Marks and System Standards. We shall bear the reasonable cost of any such action, including attorneys' fees. CORE Member agrees to fully cooperate with us in any such litigation.

We will indemnify CORE Member against, and reimburse CORE Member for all damages for which CORE Member is held liable and costs CORE Member incur in any proceeding brought by a third party in which CORE Member's use of any Mark is held to constitute trademark infringement, unfair competition, or dilution; provided that, CORE Member (i) timely notifies us of the claim or proceeding and provide us with the opportunity to defend such claim; (ii) have otherwise complied with this Agreement; and (iii) have properly and fully followed all of our requirements for CORE Member's use of the Marks as set forth in Brand Standards Manual. If we defend the claim, we have no obligation to indemnify or reimburse CORE Member with respect to any fees or disbursements to any separate attorney that CORE Member retains.



d. DISCONTINUANCE OF USE OF MARKS

If it becomes advisable at any time, in our sole discretion, for us or CORE Member to modify or discontinue using any Mark or use one or more additional or substitute trademarks or service marks, CORE Member must comply with our directions within a reasonable time after receiving notice. We will not reimburse CORE Member for CORE Member's direct expenses of changing the signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for CORE Member's expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Section apply to any and all of the Marks (and any portion of any Mark) that we authorize CORE Member to use in this Agreement. We may exercise these rights at any time and for any reason, business or otherwise, in our sole discretion. CORE Member acknowledges both our right to take this action and CORE Member's obligation to comply with our directions.

e. COPYRIGHTED WORKS AND OWNERSHIP OF IMPROVEMENTS

CORE Member acknowledges and agrees that:

1. Although we have not filed an application for a copyright registration for the Brand Standards Manual, our advertising materials, the content and format of our products, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant CORE Member the right to use this proprietary and copyrighted information ("**Copyrighted Works**") for the operation of CORE Member's CORE Business, but such copyrights remain our sole property. Additionally, all Copyrighted Works created by CORE Member and related to the operation of the CORE Business are works made for hire within the meaning of the United States Copyright Act and are our property, which we shall be entitled to use and license others to use such Copyrighted Works unencumbered by moral rights. To the extent the Copyrighted Works are not works made for hire or rights in the Copyrighted Works do not automatically accrue to us, CORE Member irrevocably assigns and agrees to execute additional documentation to effectuate the assignment of the entire right, title and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Works, which CORE Member and the author of such Copyrighted Works warrant and represent as being created by and wholly original with the author. Where applicable, CORE Member agrees to obtain any other assignments of rights in the Copyrighted Works from another person or Entity necessary to ensure our right in the Copyrighted Works as required in this Section.

2. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE COPYRIGHTED WORKS.

3. Any improvements or additions to the System Standards, Copyrighted Works, website or any other documents or information pertaining to or relating to the CORE franchise system or the Franchise, or any new trade names, trademarks and service marks, logos or commercial symbols related to the CORE Business or Franchise or any advertising and promotional ideas or inventions related to the CORE Business or Franchise (collectively, the "**Improvements**") conceived or developed by CORE Member shall become our property and we shall be entitled to use and license others to use such Improvements unencumbered by moral rights. CORE Member agrees to assign and do hereby assign to us, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. CORE Member shall fully disclose the Improvements to us, without disclosure of the Improvements to others, and shall obtain our written approval prior to using such Improvements. Any such Improvement may be used by us and all other CORE Group Restoration CORE Members without any obligation to CORE Member for Referral Fees or other fees. We may, at our discretion, apply for and own



copyrights, patents, trade names, trademarks and service marks relating to any such Improvement, and CORE Member shall cooperate with us in securing such rights. We may also consider such Improvements as our property and trade secrets. In return, we shall authorize CORE Member to utilize any Improvement that may be developed by other CORE Members and is authorized generally for use by other CORE Members. If any of the Improvements are copyrightable materials, they shall be works made for hire within the meaning of the United States Copyright Act and we shall have the rights prescribed in Section 6.e.1.

7. CONFIDENTIAL INFORMATION

a. CORE GROUP RESTORATION CONFIDENTIAL INFORMATION

CORE Member acknowledges that the distinctive business format, plans, methods, data, processes, marketing systems, manuals, techniques, operating procedures, service marks, trademarks, proprietary marks and information and know-how of ours that are developed and utilized in connection with the CORE franchise system are proprietary and confidential (“**Confidential Information**”). Such Confidential Information is unique, exclusive property and a trade secret of the Franchisor and has valuable goodwill associated with it. CORE Member acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Franchisor. It is understood that Confidential Information is deemed to include, without limitation, instructional techniques, sales and promotional materials, vendor lists, any and all information contained in the Brand Standards Manual, and any information of whatever nature which gives the Franchisor and its affiliates an opportunity to obtain an advantage over its competitors who do not have access to, know or use such techniques, lists, written materials or information. CORE Member further acknowledges that we have expended a great amount of effort and money in obtaining and developing the Confidential Information, that we have taken numerous precautions to guard the secrecy of the Confidential Information, that it would be very costly for competitors to acquire or duplicate the Confidential Information and that any unauthorized disclosure of such Confidential Information will cause irreparable harm to us. Consequently, CORE Member shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of CORE Member’s Business, any of the Confidential Information. The parties agree that the Confidential Information does not include information that is generally available to the public or which was known to CORE Member prior to the execution of this Agreement.

b. CONFIDENTIALITY AGREEMENT

CORE Member agrees to use CORE Member’s best efforts to ensure that all of CORE Member’s employees, independent contractors, agents or representatives that may have access to our Confidential Information comply with the terms of the Confidentiality Agreement attached as Attachment E, and CORE Member must immediately notify us of any breach that comes to CORE Member’s attention.

c. EXCLUSIVE RELATIONSHIP

CORE Member acknowledges that we have granted the Franchise to CORE Member in consideration of and reliance upon CORE Member’s agreement to deal exclusively with us. CORE Member therefore agrees that, during the Term, CORE Member, CORE Member’s managers, and/or any of CORE Member’s owners, and any of their respective spouses or other immediate family members, will not:

- (1) enter into any referral, co-branding, joint marketing arrangement or other agreement with any local, regional or national construction or restoration services company or business (a “Competitive Business”) under which CORE Member is: (i) a preferred or



recommended vendor or supplier of services similar to the Services; or (ii) is required or permitted to provide services similar to the Services. For clarification, a Competitive Business includes businesses and organizations that are franchise systems, and also includes industry membership or peer groups (or banner groups) which provide their members with the ability to connect with other restoration services companies for business development, educational and other related purposes.

(2) divert or attempt to divert any business from us (or one of our affiliates or CORE Members) including, without limitation, by developing a referral network which may conflict with the National Accounts program;

(3) induce any customer or referred customer of ours (or of one of our affiliates or CORE Members) to transfer their business to CORE Member or to any other person that is not then a CORE Member of ours; or

(4) engage in any other activity which may injure the goodwill of the Marks and CORE franchise system.

CORE Member agrees to obtain similar covenants from the personnel we specify, including officers, directors, managers, and other employees attending our training program or having access to Confidential Information. We have the right to regulate the form of agreement that CORE Member uses and to be a third-party beneficiary of that agreement with independent enforcement rights.

8. **SYSTEM STANDARDS**

a. **CONDITION AND APPEARANCE OF THE FRANCHISE**

1. CORE Member is not required to make any changes to the condition or appearance of their Facility upon becoming a CORE Member. CORE Member agrees, however, that CORE Member will maintain and refurbish the condition and appearance of the Facility, its Operating Assets and the Vehicles as necessary to maintain CORE Member's image as a business that is efficiently operated, offering high quality products and Services, and observing the highest standards of cleanliness, sanitation, efficient courteous service and pleasant ambiance.

2. CORE Member shall place or display on the Vehicles and at the Facility (interior and exterior) certain CORE Marks, signs, emblems, designs, artwork, lettering, logos, and display and advertising materials as provided in the Brand Standards Manual. CORE Member may use non-CORE related advertising in any manner it wishes, provided, that such advertising shall not harm or adversely affect our Marks.

3. If at any time, in our reasonable judgment, the general state of repair, appearance or cleanliness of the Vehicles or Facility of the Franchise or its fixtures, furnishings, equipment or signs does not meet our standards, we have the right to notify CORE Member, specifying the action CORE Member must take to correct the deficiency, at CORE Member's cost. If CORE Member does not initiate action to correct such deficiencies within 90 days after CORE Member receives our notice, and then does not continue in good faith and with due diligence, a bona fide program to complete any required maintenance or refurbishing, we have the right, in addition to all other remedies, to enter the Facility of the Franchise and do any required maintenance or refurbishing on CORE Member's behalf, and CORE Member agrees to reimburse us on demand for any expenses we incur in that connection.



b. STANDARDS, SPECIFICATIONS, AND PROCEDURES

Although we do not dictate the products and Services offered by CORE Member, CORE Member agrees that the CORE Business will offer the products and Services substantially in accordance with the Brand Standards Manual and our System Standards. CORE Member will not offer for sale or sell at the CORE Business, the Facility or any other location any CORE branded products or Services we have not approved.

c. CLIENT INFORMATION

We may contact any client affiliated with any project we refer to you through the National Account program or otherwise, at any time for any purpose. We, or our authorized representative, shall have the right, during regular business hours, or at such other times as may be mutually agreed upon by CORE Member and us, to inspect all client lists and documents and records related thereto.

d. APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS

We may designate ourselves and/or any affiliates we may have as an approved supplier, from whom CORE Member may lease or purchase certain services or products in developing and operating CORE Member's CORE franchise. CORE Member is not required to purchase products from any approved vendor or supplier.

We may negotiate purchase agreements with suppliers and distributors for the benefit of our CORE Members and we may receive rebates or volume discounts from our purchase of services, equipment and supplies that we resell to CORE Member. CORE Member acknowledges and agrees that we and/or our affiliates may derive revenue based on CORE Member's purchases and leases (including, without limitation, from charging CORE Member for products and services we or our affiliates provide to CORE Member and from payments made to us or our affiliates by suppliers that we approve for some or all of our CORE Members).

All suppliers, distributors, and vendors used by CORE Member are subject to our periodic review. We may, from time to time, request that CORE Member provide to us products samples and a list of its suppliers distributors, and vendors for certain products and services supplied to or supplied by the CORE Business.

e. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

CORE Member must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Business and must at all times operate the Business in full compliance with all applicable federal, state and local laws, ordinances and regulations (including, without limitation, government regulations relating to truth-in-lending, health, franchising, Department of Transportation regulations, safety and sanitation, truth in advertising, occupational hazards, health, laws relating to non-discrimination in hiring and accessibility, worker's compensation and unemployment insurance). We reserve the right in our sole discretion to require CORE Member upon sixty (60) days written notice to obtain and maintain the following certifications or designations: Water Damage Restoration Technician certification and Fire and Smoke Remediation Technician certifications from the Institute of Inspection Cleaning and Restoration Certification ("IICRC") or its successor; certification as either an Applied Microbial Remediation Technician from IICRC or its successor or a Certified Microbial Remediator from the American Council for Accredited Certification ("ACAC") or its successor; Certified Restorer Designation from the Restoration Industry Association ("RIA") or its successor; as well as other



certifications and designations that we may require in the future. CORE Member is required to comply with IICRC, ACAC, RIA and other licensing bodies' guidelines and specifications.

CORE Member will conduct itself and operate its CORE Business in compliance with all applicable federal, state and local laws, including employment, immigration, worker's compensation, data security laws, privacy laws, and all applicable local, state and federal regulations, and in such a manner so as to promote a good public image in the business community. In connection therewith, CORE Member will be solely and fully responsible for obtaining any and all licenses and permits to operate the CORE Business and to carry on business at the Facility. CORE Member shall promptly forward to us copies of all health department, fire department, building department and other similar reports of inspections as and when they become available. CORE Member shall also immediately forward to us any health department, fire department, building department or other governmental entity notices of violation upon receipt thereof or any other inspection reports, warnings, certificates or ratings issued by any governmental entity during the term of this Agreement in connection with the conduct of the CORE Business which indicates the CORE Member's failure to meet or maintain the highest governmental standards, or less than full compliance by CORE Member with any applicable law, rule or regulation. CORE Member shall be solely responsible for any penalties or fines assessed for failure to abide by such laws, regulations and ordinances.

f. MANAGEMENT OF THE FRANCHISE

We require that either CORE Member directly operate CORE Member's CORE Business or designate a manager ("**Designated Manager**"). If CORE Member is not an individual, CORE Member must designate an "**Operating Principal**" who will be principally responsible for communicating with us about the CORE Business. The Operating Principal must have the authority and responsibility for the day-to-day operations of your CORE Business. We may require that the Operating Principal and Designated Manager have at least a 10% ownership interest in the CORE Member owner Entity. We reserve the right to require that CORE Member or CORE Member's Operating Principal and/or Designated Manager successfully complete our Onboarding Program. The term "Designated Manager" means an individual with primary day-to-day responsibility for the Franchise's operations and may or may not be CORE Member (if CORE Member is an individual) or the Operating Principal, or officer, director, or employee of CORE Member's (if CORE Member is other than an individual). The Designated Manager shall have similar responsibilities as an Operating Principal. CORE Member must deliver to us a completed Statement of Ownership (see Attachment B) accurately identifying the Designated Manager. The Designated Manager will be obligated to devote his or her full time, best efforts, and constant personal attention to the Franchise's operations, and must have full authority from CORE Member to implement the System Standards at the Franchise. If CORE Member is an Entity, each owner (i.e., each person holding a direct or indirect ownership interest in CORE Member) must sign an Owners Agreement guaranteeing the obligations of the Entity, in the form of which is attached to this Agreement as Attachment C. We also require that the spouses of the Franchise owners sign the Owners Agreement. CORE Member must forward to us a copy of each such signed agreement. If a Designated Manager's employment with CORE Member is terminated and CORE Member's Operating Principal will not manage CORE Member's Facility, CORE Member must appoint a new Designated Manager within 60 days.

g. INSURANCE

During the term of this Agreement, CORE Member must maintain in force at CORE Member's sole expense, the types and amounts of insurance that are typical in the industry and otherwise required by law or applicable regulation. If you provide Services for a National Account, you will be required to obtain and maintain the types and limits of insurance coverage designated by us. Such insurance coverage typically includes: (1) commercial general liability coverage containing minimum liability coverage for bodily injury, property damage, and personal injury; products/completed operation coverage; and umbrella or



follow-form excess liability coverage; (2) business interruption for a period adequate to re-establish normal business operations; (3) pollution coverage; (4) liability coverage of owned, hired and non-owned automobiles under one or more policies of insurance; (5) professional liability coverage; (6) workers' compensation coverage as required by statute or rule in the state in which CORE Member's CORE Business is located; (7) automobile coverage for any Vehicles used in the CORE Business; (8) underinsured or uninsured coverage that satisfies state requirements in the state(s) in which CORE Member operates CORE Member's Vehicle(s); (9) any other insurance that may be required by statute or rule in the state(s) in which CORE Member's CORE Business is located; and (10) any other insurance that we may require in the future.

The insurance company must be authorized to do business in the state where CORE Member's CORE Business is located. It must also be rated "A" or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies or require different or additional insurance coverage at any time for National Accounts. All insurance policies must name us and any affiliates we designate as additional named insured parties. CORE Member must furnish us copies of CORE Member's certificates of insurance or other evidence of CORE Member's maintaining this insurance coverage and paying premiums. CORE Member's policy must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days' prior written notice. Each insurance policy must contain a waiver of all subrogation rights against us, our affiliates and their successors and assigns. If CORE Member fails or refuses to obtain and maintain the insurance we specify, in addition to our other remedies, including, without limitation, termination, we may obtain insurance for CORE Member, and CORE Member must reimburse us for the cost of insurance obtained, plus 20% of the premium as an administrative cost of obtaining the insurance. CORE Member's compliance with these insurance provisions does not relieve CORE Member of any liability under any indemnity provisions of this Agreement.

h. COMPLIANCE WITH SYSTEM STANDARDS

CORE Member shall operate and maintain the CORE Business according to all of our System Standards, as we periodically modify and supplement them. Additionally, CORE Member agrees to maintain and operate the CORE Business in compliance with this Agreement and the standards and specifications contained in the Brand Standards Manual, as such standards and specifications may be modified from time to time by us.

i. MODIFICATION OF SYSTEM STANDARDS

We periodically may modify System Standards, and these modifications may obligate CORE Member to invest additional capital in the Franchise and/or incur higher operating costs. CORE Member agrees to implement any changes in System Standards within the time period we request, whether they involve refurbishing or remodeling the Facility, Vehicles or any other aspect of the Franchise, buying new Operating Assets, adding new products and Services, adding personnel or otherwise modifying the nature of CORE Member's operations, as if they were part of this Agreement as of the Effective Date.

9. MARKETING

a. BRAND FUND/MARKETING FUND

The Brand Fund/Marketing Fund is administered by us, or our affiliates or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional, or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, the System Website (defined below) and search engine optimization, the development of technology for



the CORE franchise system, and any other purpose to promote the CORE Group Restoration brand. We may reimburse ourselves, our authorized representatives, or our affiliates from the Brand Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the Brand Fund including for collecting amounts that are due to the Brand Fund. We may use the Brand Fund to pay the expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs, including, without limitation, conducting market research, public relations, and preparing advertising, promotion, and marketing materials.

CORE Member understands and acknowledges that the brand Fund is intended to maximize recognition of the Marks and patronage of CORE Businesses. Although we will endeavor to utilize the Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all CORE Businesses, we undertake no obligation to ensure that expenditures by the Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions by CORE Businesses operating in that geographic area or that any CORE Business will benefit directly or in proportion to its contribution from the development of advertising and marketing materials or the placement of advertising. We do not owe CORE Member a fiduciary duty with respect to the maintenance, direction, or administration of the brand Fund.

We will not use the Brand Fund Contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating “Franchises Available” or similar phrasing. Any unused funds that were collected in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable. We may dissolve the Brand Fund upon written notice to CORE Member. All unspent monies on the date of termination shall be distributed to the CORE Members in proportion to their respective contributions to the Brand Fund during the preceding 12-month period.

The Brand Fund will be maintained in a bank account, commercial account or savings account segregated from our other accounts. The Brand Fund will be audited annually. Financial statements of the Brand Fund are available for review upon written request and will also be presented during our annual convention.

b. LOCAL ADVERTISING

All advertising, promotional, and marketing content must be clear, factual, not misleading, and must conform to both the highest standards of ethical advertising and marketing. CORE Member is encouraged but is not required to conduct local advertising within the Territory.

We reserve the right, upon 30 days written notice to CORE Member, to create a local or regional advertising cooperative (“**Association**”). CORE Member will not be required to participate in any Association for CORE Group Restoration Franchises that is established. Any amounts CORE Member contributes toward an Association will count toward CORE Member’s Brand Fund Contribution. The area of each Association will be defined by us, based on our assessment of the area. CORE Members in each Association will contribute an amount to the Association for each CORE Business that CORE Member owns that exists within the Association’s area. Each CORE Business we own that exists within the Association’s area will contribute to the cooperative on the same basis as CORE Members. In no event will CORE Member’s contribution exceed the amount of CORE Member’s monthly Brand Fund Contribution. Members of the Association will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each Association operate with



governing documents which we have the right at any time to approve or disapprove, including any membership agreement that we may require, which will be made available in advance for CORE Member's review. Each Association must prepare annual unaudited financial statements, and such statements will be provided for review to each member of such Association. We reserve the right to form, change, dissolve or merge any Association formed in the future.

c. **SYSTEM WEBSITE**

We will maintain a website to advertise, market and promote CORE Businesses and the products and Services that CORE Businesses offer and sell ("**System Website**"). We will reference the Franchise in the manner that we determine. CORE Member must give us the information that we request, which shall be true and correct, concerning the Franchise to include on the System Website. We own all intellectual property and other rights in the System Website, all information contained on it, and all information generated from it. We are not required to reference CORE Member's CORE Business on the System Website while CORE Member is in default of this Agreement or the System Standards. We may, at our option, discontinue any or all System Websites at any time.

d. **ADVISORY COUNCIL**

We currently do not have, but may form, an advisory council ("**Council**") to advise us on all policies. Members of the Council would consist of both CORE Members and corporate representatives. The Council would be governed by bylaws. Members of the Council would be selected by way of a voting method specified in the Council's bylaws. We anticipate each member will have one vote. The Council would serve in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion.

10. **REPORTS**

CORE Member shall establish and maintain, at its own expense, bookkeeping, accounting and data processing systems for its CORE Business. We shall have the right of access to all data with respect to the CORE Business including, without limitation, any information related to projects that we refer to CORE Member.

CORE Member shall also participate in our annual survey which will collect data related to the operation of CORE Member's business. We may use the data collected from CORE Member without disclosing the identifying information about CORE Member's Business in such disclosure.

Subject to applicable law, CORE Member agrees to preserve and maintain all records in a secure location at the Franchise for at least five years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, client lists, check stubs, sales tax records and returns, cash revenue and disbursement journals, and general ledgers).

11. **INSPECTIONS AND AUDITS**

a. **OUR RIGHT TO INSPECT THE FRANCHISE**

We retain the right, upon reasonable advanced noticed, to: (1) visit and inspect the Business; (2) photograph, observe and videotape the Facility, the CORE Business operations and CORE Member's employees and agents providing Services as we deem necessary; (3) interview CORE Member's personnel; and (4) inspect and copy any books, records, and documents relating to any clients, claims or projects we



refer to you. If we exercise any of these rights, we will not interfere unreasonably with the Franchise operation.

b. OUR RIGHT TO AUDIT

We retain the right to have an independent audit made of CORE Member's books and financial records. CORE Member agrees to fully cooperate with us and any third parties that we hire to conduct the audit. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by CORE Member's failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by at least two (2%) percent in any reporting period, in which case CORE Member agrees to reimburse us for the cost of the audit and inspection, including, without limitation, any amount that CORE Member owe us, together with any related accounting and legal expenses. The audit cost reimbursements will be due ten days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement by accepting reimbursements of our audit costs.

12. TRANSFERS

a. TRANSFER BY US

This Agreement is fully assignable by us and shall inure to the benefit of any assignee or other legal successor in interest, and we shall in such event be fully released from the same.

b. TRANSFER BY CORE MEMBER

The rights and duties this Agreement creates are personal to CORE Member and CORE Member's owners and we have granted CORE Member the Franchise in reliance upon our perceptions of CORE Member's and CORE Member's owners' individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Except as provided in Section 12.c, CORE Member may not transfer any rights or obligations under this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "**transfer**" shall mean and include a voluntary, involuntary, direct, or indirect assignment, sale, gift, merger, consolidation, exchange, grant of a security interest, or other disposition by the CORE Member (or any of its owners) of any interest in: (1) this Agreement, (2) the ownership of the CORE Member, if the CORE Member is an entity or consists of more than one individual, (3) any part or portion of any business entity that owns CORE Member, or (4) all or a substantial portion of the assets of the damage restoration business owned by CORE Member. An assignment, sale, gift, or other disposition includes: transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest; merger or consolidation or issuance of additional securities or other forms of ownership interest; any sale of a security convertible to an ownership interest; transfer of an interest in CORE Member, this Agreement, the Franchise or substantially all of its assets, or in CORE Member's owners in a divorce, insolvency, or Entity dissolution proceeding or otherwise by operation of law; if one of CORE Member's owners or an owner of one of CORE Member's owners dies, a transfer of an interest in CORE Member or CORE Member's owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or foreclosure upon the Franchise, or CORE Member's transfer, surrender or loss of the Franchise possession, control or management.



c. CONDITIONS FOR APPROVAL OF TRANSFER

Provided that CORE Member is in compliance with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Section. A non-controlling ownership interest in CORE Member or CORE Member's owners (determined as of the date on which the proposed transfer will occur) may be transferred if the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and meet our then applicable standards for CORE Business franchise owners (including no ownership interest in or performance of services for a Competitive Business). If the proposed transfer is of this Agreement or a controlling ownership interest in CORE Member, or is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in CORE Member, then all of the following conditions must be met before or concurrently with the effective date of the transfer:

1. payment of all amounts due and owing pursuant to this Agreement by CORE Member to us or our affiliates or to third parties holding a security interest in any asset of the franchised business;
2. CORE Member's landlord consents to transfer the lease or sublease the Facility's premises to the transferee (if applicable);
3. the transferee signs our then current form of the franchise agreement and related documents, which franchise agreement may differ materially from this Agreement;
4. CORE Member signs a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;
5. provision by CORE Member of written notice to us 30 days prior to the proposed effective date of the transfer, such notice to contain information reasonably detailed to enable us to evaluate the terms and conditions of the proposed transfer. If CORE Member is an Entity and one or more owners of CORE Member entity wish to transfer, sell, assign, or otherwise dispose of his or her interest in the Entity or if the Entity wishes to make a public or private offer of its stock or other ownership interests, the CORE Member must submit to us at least 30 days in advance of the proposed effective date, and obtain our prior written approval of, the documents effectuating the transfer, sale, assignment, offering or disposition;
6. payment to us of all the then current transfer fee, and all of our actual costs for commissions, finder's fees and similar charges; and
7. if CORE Member (and/or the transferring owners) finance any part of the sale price of the transferred interest, if any, unless waived in writing by us, CORE Member and/or its owners must agree that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by the CORE Member or its owners in the assets of the CORE Business or the Facility shall be subordinate to the transferee's obligations to pay Referral Fees, the Brand Fund Contribution, and other amounts due to us and our affiliates and to otherwise comply with this Agreement.

We may review all information regarding the Franchise that CORE Member provides to the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that CORE Member has given us or we have made regarding the Franchise.

Our consent to a transfer of this Agreement and the Franchise, or any interest in CORE Member, is not a representation of the fairness of the terms of any contract between CORE Member and the



transferee, a guarantee of the Franchise or transferee's prospects of success, or a waiver of any claims we have against CORE Member (or CORE Member's owners) or of our right to demand the transferee's full compliance with this Agreement.

d. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY

Notwithstanding Section 12.c, if CORE Member is in full compliance with this Agreement, CORE Member may transfer this Agreement to a corporation or limited liability company that conducts no business other than the Franchise and, if applicable, other CORE Businesses, in which CORE Member maintains management control, and of which CORE Member owns and controls one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests; provided that all of the Franchise assets are owned, and the Franchise business is conducted only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all of CORE Member's obligations under this Agreement. CORE Member agrees to remain personally liable under this Agreement as if the transfer did not occur. Our right of first refusal and right of first offer to purchase will not apply for a transfer conducted under this Section. CORE Member must reimburse us for all of our fees and costs, including attorney fees, associated with CORE Member's transfer to the corporation or limited liability company.

e. CORE MEMBER'S DEATH OR DISABILITY

Upon CORE Member's or CORE Member's Operating Principal's death or disability, CORE Member's (or the Operating Principal's, as applicable) executor, administrator, conservator, guardian, or other personal representative must transfer CORE Member's interest in this Agreement, or the Operating Principal's ownership interest in CORE Member, to a third party (which may be CORE Member's or the Operating Principal's heirs, beneficiaries or devisees). That transfer must be completed within 180 days of death or disability and is subject to all of the terms and conditions in this Section 12. CORE Member's estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of CORE Member's death or disability. We may approve the transfer in our sole and reasonable discretion. If the transfer of the Franchise is not complete within 180 days following the death or disability of CORE Member (or its Operating Principal), we may terminate this Agreement. The term "**disability**" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent CORE Member or the Operating Principal from supervising the management and operation of the CORE Business for a period of 120 days from the onset of such disability, impairment or condition.

f. OUR RIGHT OF FIRST REFUSAL

If CORE Member wishes to transfer its rights under this Agreement or any interest in CORE Member, or any part or portion of any business entity that owns CORE Member, or all or a substantial portion of the assets of the damage restoration business owned by CORE Member, CORE Member agrees to grant to us a 60-day right of first refusal to purchase such rights, interest or assets on the same terms and conditions as are contained in the written offer to purchase submitted to CORE Member by the proposed purchaser. CORE Member shall notify us of such offer by sending a written notice to us (which notice may be the same notice as required by Section 12.c above), enclosing a copy of the written offer from the proposed transferee. We may, by written notice delivered to CORE Member within 60 days after we receive such notice, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that:



1. we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held Entity);

2. our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer);

3. we will have an additional 30 days to prepare for closing after notifying you of our election to purchase; and

4. we must receive, and CORE Member and its owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal Entity, as applicable, including, without limitation, representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the Entity whose assets or ownership interests are being purchased.

We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section. If we choose not to exercise our right of first refusal, CORE Member may complete its transfer, subject to this Section 12.

If CORE Member does not complete the sale to the proposed buyer within 60 days after we waive our rights under this Section 12.f, or if there is a material change in the terms of the sale (which CORE Member agrees to tell us promptly), we or our designee will have an additional right of first refusal during the 60-day period following either the expiration of the 60-day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

g. **OUR RIGHT OF FIRST OFFER TO PURCHASE**

1. Grant of Right of First Offer. Subject to the terms and conditions of this Agreement, if CORE Member wishes to transfer its rights under this Agreement or any interest in CORE Member, or any part or portion of any business entity that owns CORE Member, or all or a substantial portion of the assets of the damage restoration business owned by CORE Member, CORE Member agrees to grant Franchisor a right of first offer to purchase such rights, interests or assets (the “**Offer Purchase Option**”).

2. Procedure for Offer. If, at any time, CORE Member wishes to transfer its rights under this Agreement or any interest in CORE Member, or any part or portion of any business entity that owns CORE Member, or all or a substantial portion of the assets of the damage restoration business owned by CORE Member, CORE Member shall notify Franchisor in writing (the “**First Offer Notice**”). To exercise the Offer Purchase Option, Franchisor has ten (10) business days after receipt of the First Offer Notice to provide written notice to CORE Member of the terms and conditions upon which Franchisor offers to purchase such rights, interests or assets as described in the First Offer Notice (the “**Offer Purchase Terms**”). If Franchisor does not notify CORE Member within the 10-business day period, then CORE Member shall be free to transfer its rights under this Agreement or any interest in CORE Member, or any part or portion of any business entity that owns CORE Member, or all or a substantial portion of the assets of the damage restoration business owned by CORE Member, from time to time to anyone to whom CORE Member desires on any terms CORE Member desires, but subject to the terms of the our right of first refusal in Section 12.f above and the transfer requirements in this Section 12.



3. Procedure for Acceptance. If Franchisor delivers its notice of Offer Purchase Terms to CORE Member as required under this Agreement, CORE Member has ten (10) business days thereafter to either accept (“**Offer Acceptance Notice**”) or reject the Offer Purchase Terms provided by Franchisor.

4. Definitive Contract. If CORE Member delivers an Offer Acceptance Notice in accordance with this Agreement, then CORE Member and Franchisor shall use reasonable diligence in good faith to negotiate, execute and mutually deliver a reasonable purchase and sale agreement consistent with the Offer Purchase Terms within 30 days after Franchisor’s receipt of the Offer Acceptance Notice. If CORE Member and Franchisor do not execute and mutually deliver a purchase and sale agreement within the 30-day period, then CORE Member shall be free to transfer its rights under this Agreement or any interest in CORE Member, or any part or portion of any business entity that owns CORE Member, or all or a substantial portion of the assets of the damage restoration business owned by CORE Member, from time to time to anyone to whom CORE Member desires on any terms CORE Member desires, but subject to the terms of the our right of first refusal in Section 12.f above and the transfer requirements in this Section 12.

13. **EXPIRATION OF THIS AGREEMENT**

a. **CORE MEMBER’S RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE**

Upon expiration of this Agreement, CORE Member shall have three options for renewal terms, each for a period of five years, subject to this Section 12. If CORE Member is signing this Agreement as a Successor Agreement, the references to “**Term**” shall mean the applicable renewal term of the Successor Agreement. The qualifications and conditions for a successor term are as follows:

1. if CORE Member and each of CORE Member’s owners have substantially complied with this Agreement during the Term, which includes satisfying all monetary obligations owed by CORE Member to us, our affiliates or CORE Member’s suppliers or creditors, whether pursuant to this Agreement or otherwise;

2. if CORE Member and each of CORE Member’s owners are, both (i) on the date CORE Member gives us written notice of CORE Member’s election to acquire a successor franchise (as provided in Section 13.b below) and (ii) on the date on which the term of the successor franchise would commence, in full compliance with this Agreement or any other agreement with us or any affiliate of ours at the time CORE Member sends the renewal notice or the time CORE Member signs the Successor Agreement;

3. CORE Member provides written notice (“**CORE Member’s Notice**”) of CORE Member’s election to acquire a successor franchise no more than 180 days and no less than 60 days before this Agreement expires;

4. CORE Member signs the successor franchise agreement (“**Successor Franchise Agreement**”) and all ancillary documents that we require CORE Members to sign;

5. CORE Member signs a general release;

6. CORE Member pays us a non-refundable renewal fee of 25% of the then-current Initial Franchise Fee; and

7. CORE Member takes any additional actions that we reasonably require,



then CORE Member has the option to acquire a successor franchise commencing immediately upon the expiration of this Agreement. The Successor Franchise Agreement and these other agreements, legal instruments and documents may vary materially from those agreements, legal instruments and documents currently in use by us, including the payment of higher fees. We have the right to refuse to renew the license granted under this Agreement if we have given CORE Member written notice three or more times for failure to comply with the terms of this Agreement, whether or not such failure is subsequently cured.

b. GRANT OF A SUCCESSOR FRANCHISE

We agree to give CORE Member written notice (“**Our Notice**”), not more than one month prior to the date that this Agreement expires, of our decision:

1. to grant CORE Member a successor franchise;
2. to grant CORE Member a successor franchise on the condition that CORE Member correct existing deficiencies of the Franchise or in CORE Member’s operation of the Franchise;
3. not to grant CORE Member a successor franchise based on our determination that CORE Member and CORE Member’s owners have not substantially complied with this Agreement during the Term or were not in full compliance with this Agreement and all System Standards on the date CORE Member gave us written notice of CORE Member’s election to acquire a successor franchise; or
4. not grant CORE Member a successor franchise because we no longer maintain a franchise program for CORE Businesses.

If applicable, Our Notice will:

- (1) describe the remodeling, expansion, improvements, and/or modifications required to bring the Franchise into compliance with then applicable System Standards for new CORE Businesses;
- (2) state the actions CORE Member must take to correct operating deficiencies or update and refurbish the Facility or Vehicle(s) and the time period in which CORE Member must correct these deficiencies; and
- (3) summarize any changes to the Territory, Brand Fund Contribution and any other fees or amounts that are affected by the Territory’s population.

If we elect not to grant CORE Member a successor franchise, Our Notice will describe the reasons for our decision. If we elect to grant CORE Member a successor franchise, CORE Member’s right to acquire a successor franchise is subject to CORE Member’s full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to CORE Member’s compliance with the obligations described in Our Notice.

If Our Notice states that CORE Member must update or refurbish the Facility of Vehicle(s) and/or must cure certain deficiencies of the Franchise or its operation as a condition to our granting CORE Member a successor franchise, we may extend this Agreement’s Term for that time period necessary to give CORE Member reasonable time to correct deficiencies. If CORE Member fails to notify us of CORE Member’s election to acquire a successor franchise within the prescribed time period, we need not grant CORE Member a successor franchise.



14. TERMINATION OF FRANCHISE AGREEMENT

a. TERMINATION BY US – EFFECTIVE UPON NOTICE

We shall have the right, at our option, to terminate this Agreement and all rights granted CORE Member hereunder, without affording CORE Member any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice by CORE Member upon the occurrence of any of the following events:

1. CORE Member or any of CORE Member's owners have made or make any material misrepresentation or omission in acquiring the Franchise or operating the Franchise;
2. CORE Member does not open the Franchise for business and begin offering the Services within 12 months after the Effective Date;
3. CORE Member or CORE Member's owners make or attempt to make any transfer in violation of Section 12;
4. CORE Member fails to pay any amounts due to us or our affiliates, including any amounts which may be due as a result of any purchases of services by CORE Member from or through us or our affiliates, within 10 days after notice that such fees or amounts are overdue;
5. CORE Member or any of CORE Member's owners are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony or other crime that we reasonably believe is likely to have an adverse effect on the CORE franchise system, the Marks, the goodwill associated with the Marks or our interests in the Marks;
6. CORE Member fails to maintain the insurance that we require and deliver required certificates of insurance to us and do not correct the failure within 48 hours after we deliver written notice of that failure to CORE Member;
7. CORE Member or any of CORE Member's owners engage in any dishonest or unethical conduct which, in our opinion, adversely affects the Franchise reputation or the goodwill associated with the Marks;
8. CORE Member or any of CORE Member's owners knowingly make any unauthorized use or disclosure of any part of the Brand Standards Manual or any other Confidential Information;
9. CORE Member or any of CORE Member's owners fail on three or more separate occasions within any 12 consecutive month period to comply with this Agreement after we notify CORE Member of the failures;
10. CORE Member files a bankruptcy petition or are adjudicated bankrupt, or CORE Member makes an assignment for the benefit of creditors or admit in writing CORE Member's insolvency or inability to pay CORE Member's debts generally as they become due; CORE Member consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of CORE Member's property; the Franchise is attached, seized, subjected to a writ or distress warrant or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of CORE Member or the Franchise is not vacated within 30 days following the order's entry;



11. CORE Member or any of CORE Member's owners' assets, property or interests are blocked under any law, ordinance or regulation relating to terrorist activities, or CORE Member or any of CORE Member's owners otherwise violate any such law, ordinance or regulation;

12. CORE Member violates any health, safety or sanitation law, ordinance or regulation, or operate the Franchise in an unsafe manner and does not begin to cure the violation immediately and correct the violation within 48 hours after receipt of notice from us or any other party;

13. there is a termination of any other franchise agreement or other agreement between CORE Member or CORE Member's affiliates and us or any of our affiliates; or

14. CORE Member has three or more insufficient funds or returned checks in any one calendar year.

b. TERMINATION BY US – THIRTY DAYS NOTICE

We shall have the right to terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon 30 days' written notice to CORE Member, if CORE Member breaches any other provision of this Agreement and fails to cure the default during such 30 day period. In that event, this Agreement will terminate without further notice to CORE Member, effective upon expiration of the 30 day period. Defaults shall include, but not be limited to, the following:

1. CORE Member violates any other applicable law, regulation, ordinance or consent decree, or fails to maintain any bond, license or permit;

2. CORE Member fails to pay when due any federal or state income, service, sales, or other taxes due on the Franchise operation, unless CORE Member is in good faith contesting CORE Member's liability for these taxes;

3. CORE Member understates the Franchise's monthly Referral Gross Sales on any report required by us three times or more during this Agreement's term or by two percent (2%) or more on any one occasion;

4. CORE Member or any of CORE Member's owners fail to comply with any other provision of this Agreement or any System Standard; or

5. There is a termination of any other franchise agreement or other agreement between CORE Member or CORE Member's affiliates and us or any of our affiliates.

c. EARLY TERMINATION FEE.

Upon termination of this Agreement by us, CORE Member agrees to pay to us within 15 days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder: liquidated damages equal to the combined monthly average of the Referral Fees, Territory Fees and Brand Fund Contributions that are owed by CORE Member to us (without regard to any fee waivers or other reductions) beginning with the date CORE Member open CORE Member's CORE Business through the date of early termination, multiplied by the lesser of: (i) 36; or (ii) the number of full months remaining in the term of this Agreement, provided, however, that liquidated damages will not, under any circumstances, be less than \$30,000.



The parties acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Referral Fees, Territory Fees and Brand Fund Contributions due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Referral Fees would have grown over what would have been this Agreement's remaining Term. The parties consider these liquidated damages provision to be a reasonable, good faith estimate of those damages.

The liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Referral Fee, Territory Fee and Brand Fund Contribution sections and this provision only covers Franchisor's damages from the loss of cash flow from the Referral Fees, Territory Fees and Brand Fund Contributions. It does not cover any other damages, including damages to Franchisor reputation with the public and landlords, and damages arising from a violation of any provision of this Agreement.

15. **OUR AND CORE MEMBER'S RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT**

a. **PAYMENT OF AMOUNTS OWED TO US**

CORE Member agrees to pay us within 15 days after this Agreement expires or is terminated, or on any later date that we determine the amounts due to us (or our affiliates), the Referral Fees, Brand Fund Contributions, Territory Fees, interest, and all other amounts owed to us (and our affiliates) which then are unpaid.

b. **DE-IDENTIFICATION**

When this Agreement expires or is terminated:

1. CORE Member may not directly or indirectly at any time or in any manner (except with other CORE Businesses CORE Member owns and operates) identify itself or any business as a current or former CORE Business or as one of our current or former franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a CORE Business in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

2. CORE Member agrees to take the action required to cancel or assign all fictitious or assumed names or equivalent registrations relating to CORE Member's use of any Mark;

3. CORE Member agrees to deliver to us, at CORE Member's expense, within 30 days all copies of the Brand Standards Manual, or any portions thereof, as well as all signs, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a CORE Business, and if CORE Member fails to do so in the required time period, CORE Member agrees to allow us, without liability to CORE Member or third parties for trespass or any other claim, to enter the Premises, if applicable, and remove any signs or other materials containing any Marks from the Franchise;

4. CORE Member acknowledges and agrees that all brand identifiers (collectively "**Identifiers**") used in the operation of CORE Member's CORE Business constitute our assets. Identifiers include dedicated telephone numbers, website URLs, social media presence and the like directly associated with CORE Member's affiliation with us. Upon termination or expiration of this Agreement, CORE Member will take such action within five days to cancel or assign to us or our designee as determined by us, all of CORE Member's right, title and interest in and to such Identifiers, and will notify the telephone



company and all listing agencies of the termination or expiration of CORE Member's right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at our direction. CORE Member agrees to take all action required to cancel all assumed name or equivalent registrations related to CORE Member's use of the Marks. CORE Member acknowledges that we have the sole rights to, and interest in, all Identifiers used by CORE Member to promote CORE Member's CORE Business and/or associated with the Marks. CORE Member hereby irrevocably appoints us, with full power of substitution, as CORE Member's true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. CORE Member further appoints us to direct the telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party to transfer such Identifiers to us or our designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by us pursuant to this Agreement as conclusive evidence of our rights to the Identifiers and our authority to direct their transfer;

5. CORE Member must follow any reasonable procedures established by us to ensure the expiration of this Agreement creates the least disruption possible to the CORE franchise system. CORE Member agrees to give us, within 30 days after the expiration or termination of this Agreement, evidence satisfactory to us of CORE Member's compliance with these obligations;

6. immediately cease to use the Intellectual Property;

7. make such modifications and alterations to the Facility and Vehicles that are necessary or that we require to prevent any association between us or the CORE franchise system and any business subsequently operated by CORE Member or any third party at the premises; provided, however, that this subsection shall not apply if CORE Member's franchise is transferred to an approved transferee or if we exercise our right to purchase CORE Member's entire CORE Business.

c. CONFIDENTIAL INFORMATION

CORE Member agrees that, when this Agreement expires or is terminated, CORE Member will immediately cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to CORE Member or that otherwise are proprietary to us or the CORE franchise system) in any business or otherwise and return to us all copies of the Brand Standards Manual and any other confidential materials that we have loaned CORE Member.

d. CONTINUING OBLIGATIONS

All of our and CORE Member's and CORE Member's owners' obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

e. NON-SOLICITATION OF CUSTOMERS; POST-TERM COVENANTS

Franchisor hereby acknowledges that CORE Member is an existing business with existing relationships. For a period of two years after the termination or expiration of this Agreement, or CORE Member's transfer, sale or assignment of the CORE Business, whichever is later, CORE Member and its owners shall refrain from directly or indirectly: (1) soliciting any National Account customer of ours (for clarification, this non-solicitation requirement only relates to our National Account relationships/customers



operating through a contract or other agreement with Franchisor), or (2) operating a business similar to or competitive with the CORE franchise system (a similar or competitive business is intended to mean a disaster recovery and property damage restoration services franchise system, banner group, or industry membership or peer group) within 25 miles of the territory of any CORE Member. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

a. INDEPENDENT CONTRACTORS

CORE Member and we understand and agree that this Agreement does not create a fiduciary relationship between CORE Member and us, that CORE Member and we are and will be independent contractors, and that nothing in this Agreement is intended to make either CORE Member or us a general or special agent, joint venture, partner or employee of the other for any purpose. CORE Member agrees to identify itself conspicuously in all public records, letterhead, and in all dealings with clients, suppliers, public officials, Franchise personnel, and others as the Franchise owner under a Franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time. CORE Member will also use CORE Member's legal name on all documents for use with employees and contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and will not use the Marks on these documents. CORE Member acknowledges that we have no responsibility to ensure that the CORE Business is developed and operated in compliance with all applicable laws, ordinances and regulations.

b. NO LIABILITY FOR ACTS OF OTHER PARTY

We and CORE Member may not make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner. We will not be obligated for any damages to any person or property directly or indirectly arising out of the CORE Member's operation of its CORE Business.

c. TAXES

We will have no liability for any sales, use, service, occupation, excise, gross revenue, income, property, or other taxes, whether levied upon CORE Member or the Franchise, due to the business CORE Member conducts (except for our income taxes). CORE Member is responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either CORE Member's operation or payments that CORE Member makes to us.

d. INDEMNIFICATION

CORE Member agrees to indemnify, defend and hold harmless us, our affiliates, and our and their respective shareholders, directors, officers, employees, agents, successors and assignees ("**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties, to the fullest extent permitted by law, for all claims, obligations, and damages directly or indirectly arising out of the Franchise operation, the business CORE Member conducts under this Agreement, or the infringement, alleged infringement or any other violation by CORE Member, CORE Member's owners or principals, of:



1. any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to CORE Member's unauthorized use of all or any portion of the Marks and/or System Standards;

2. violation, breach or asserted violation or breach of any federal, state or local law, regulation, ruling or industry standard;

3. libel, slander or any other form of defamation;

4. CORE Member's employment or other contractual relationship with CORE Member's employees, workers, managers, or independent contractors, including, but not limited to, any allegation, claim, finding or ruling that we are an employer or joint employer of CORE Member's employees;

5. CORE Member's breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, un-appealable ruling issued by a court or arbitrator with competent jurisdiction;

6. CORE Member's failure to pay the monies payable (to any Indemnified Party or any of their affiliates) pursuant to this Agreement, or to do and perform any other act, matter, or thing required by this Agreement; or

7. any action by an Indemnified Party to obtain performance by CORE Member of any act, matter, or thing required by this Agreement.

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorney, and expert witness fees; costs of investigation and proof of facts; court costs; travel and living expenses; and other expenses of litigation, arbitration or alternative dispute resolution, regardless of whether litigation, arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it and agree to settlements or take any other remedial, corrective or other actions, and such actions will affect CORE Member's obligation to indemnify pursuant to this Section.

This indemnity shall survive the termination or expiration of this Agreement. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim for indemnity under this Section. CORE Member agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover under this Section.

17. ENFORCEMENT

a. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, un-appealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of,



or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, CORE Member and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination, or of our refusal to enter into a Successor Franchise Agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable, or delete the unlawful provision in its entirety. CORE Member agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement as though it were separately articulated in and made a part of this Agreement.

b. WAIVER OF OBLIGATIONS

We and CORE Member may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or CORE Member has, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten days' prior written notice.

We and CORE Member will not waive or impair any right, power or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition and covenant or to declare any breach to be a default and to terminate this Agreement before the Term expires) because of any custom or practice at variance with this Agreement's terms; our or CORE Member's failure, refusal or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other CORE Businesses; the existence of franchise agreements for other CORE Businesses which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from CORE Member after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

No party shall be liable for any delay in the fulfilment of or failure to fulfil its obligations in whole or in part (other than the payment of money as may be owed by a party) under this Agreement where the delay or failure is solely due to Force Majeure. In the event of Force Majeure, the parties' obligations shall be extended or relieved only to the extent the parties are respectively necessarily prevented or delayed in such performance during the period of such Force Majeure. As used in this Agreement, the term "**Force Majeure**" shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), terrorist event, riot, epidemic, fire or other catastrophe, act of any government and any other similar cause which is beyond the party's control and cannot be overcome by use of normal commercial measures. Force Majeure should be construed narrowly and does not include general economic, market or societal conditions, or any changes thereto, even those that are the direct or indirect result of the Force Majeure event. The party whose performance is affected by an event of Force Majeure shall give prompt



notice of such Force Majeure event to the other party, which in no case shall be more than 5 days after the event, setting forth the nature thereof and an estimate as to its duration, and the affected party shall furnish the other party with periodic reports regarding the progress of the Force Majeure event. Each party must use its best efforts to mitigate the effect of the event of Force Majeure upon its performance of this Agreement and to fulfill its obligations under this Agreement. Upon completion of the event of Force Majeure, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the Force Majeure event, nor does that event affect any obligation to pay money owed under this Agreement, to indemnify us, whether such obligation arose before or after the Force Majeure event or to comply with restrictive covenants contained in this Agreement.

c. COSTS AND ATTORNEY FEES

CORE Member shall pay all costs and expenses (including reasonable fees of attorneys and other engaged professionals) incurred by us in successfully enforcing, issuing notices of default, or obtaining any remedy arising from the breach of, this Agreement. The existence of any claims, demands, or actions which CORE Member may have against us, whether arising from this Agreement or otherwise, shall not constitute a defense to our enforcement of CORE Member's or any equitable owners if CORE Member is a legal Entity, representations, warranties, covenants, agreements or obligations herein. Additionally, the prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorney fees incurred by the prevailing party in successfully enforcing any provision of this Agreement. Furthermore, if CORE Member requests that we make or agree to changes to this Agreement or to any Successor Franchise Agreement, CORE Member shall pay us any costs and expenses or administrative fees (including reasonable fees of attorneys and other engaged professionals) we incur in connection with considering or agreeing to such changes. Nothing herein shall require us to agree to any such changes.

d. RIGHTS OF PARTIES ARE CUMULATIVE

Our and CORE Member's rights under this Agreement are cumulative, and our or CORE Member's exercise or enforcement of any right or remedy under this Agreement will not preclude our or CORE Member's exercise or enforcement of any other right or remedy which we or CORE Member is entitled by law to enforce.

e. MEDIATION/ARBITRATION

Except as set forth in Section 17.i below, we and CORE Member agrees to submit any claim, action, dispute, demand or disagreement between CORE Member and us or our affiliates arising out of, or in any way relating to, this Agreement, including issues relating to the offer and sale of the Franchise or the relationship between the parties and any allegation of fraud, misrepresentation, violation of any state or federal laws, rules or regulations arising under, as a result of or in connection with this Agreement ("**Dispute**") first to non-binding mediation before a mutually-agreeable mediator, and then to binding arbitration to be conducted before one neutral arbitrator selected by the parties who is familiar with legal disputes of the type at issue and who has franchise business or contract experience. Such mediation shall take place within 30 days after either party makes a demand for mediation in the city where our principal place of business is located (currently Austin, Texas) and be conducted by a mediator that CORE Member and we agree upon. If CORE Member and we cannot agree upon a mediator, mediation will be held by the American Arbitration Association. Neither party may bring an arbitration action against the other that is subject to mediation unless the mediation proceeding has been completed. If the Dispute is not resolved by mediation, the parties will submit the Dispute to mandatory and binding arbitration. If CORE Member and we cannot agree upon an arbitrator, the Dispute will be held before the American Arbitration Association



pursuant to its Commercial Arbitration Rules. Arbitration proceedings shall be held in the city where our principal place of business is located (currently Austin, Texas). We and CORE Member will submit any claim that would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the Dispute to which it relates. Any such claim that is not submitted or filed in such proceeding will be barred. We will each bear our own travel, legal and other costs and expenses incurred with respect to preparing for, attending and participating in the mediation or arbitration. The cost of any arbitration or mediation fees or costs shall be equally divided between the parties. The arbitrator will not have authority to award exemplary or punitive damages. The arbitrator will have no authority to add to, delete or modify in any manner the terms and provisions of this Agreement. The arbitrator must follow the law and must not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that have been made by either CORE Member or us. Except for Disputes excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. All findings, judgments, decisions and awards by the arbitrator shall be final and binding on CORE Member and us and the written decision of the arbitrator shall be deemed to be an order, judgment and decree which may be entered by the court of any competent jurisdiction by either party. We and CORE Member agree that any mediation and/or arbitration including any findings by any mediator or arbitrator will be confidential, and may not be disclosed except to enforce the determination, judgment or decree or as required by applicable law, including the required disclosure in our franchise disclosure document.

f. GOVERNING LAW

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND CORE MEMBER WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.

g. VENUE AND CONSENT TO JURISDICTION

ALL DISPUTES AND CLAIMS MUST BE MEDIATED, ARBITRATED AND, IF APPLICABLE, LITIGATED IN THE PRINCIPAL CITY CLOSEST TO OUR PRINCIPAL PLACE OF BUSINESS (CURRENTLY AUSTIN, TEXAS). WE AND CORE MEMBER (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND CORE MEMBER (AND CORE MEMBER'S OWNERS) AGREE THAT WE HAVE THE OPTION TO BRING SUIT AGAINST CORE MEMBER IN ANY STATE OR FEDERAL COURT WITHIN THE JURISDICTION WHERE CORE MEMBER'S CORE BUSINESS IS OR WAS LOCATED OR WHERE ANY OF CORE MEMBER'S OWNERS LIVES: (A) TO ENFORCE ANY ARBITRATION ORDER OR AWARD AGAINST CORE MEMBER; OR (B) FOR CLAIMS BROUGHT IN ACCORDANCE WITH SECTION 17.i.

h. WAIVER OF PUNITIVE DAMAGES; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTIONS

EXCEPT FOR CORE MEMBER'S OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 16.d, AND EXCEPT FOR PUNITIVE DAMAGES



AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND CORE MEMBER (AND CORE MEMBER'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND CORE MEMBER, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND CORE MEMBER IRREVOCABLY WAIVE: (i) TRIAL BY JURY; AND (ii) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

i. INJUNCTIVE RELIEF

Notwithstanding the foregoing, we shall not be required to first attempt to mediate or arbitrate a controversy, dispute or claim against CORE Member as set forth in Section 17.e, if such controversy, dispute or claim concerns an allegation by us that CORE Member has violated (or threaten to violate, or pose an imminent risk of violating): (a) any of our federally protected intellectual property rights in the Marks, Copyrighted Works, the System Standards, or in any of our intellectual property; (b) any claims pertaining to the use or protection of our Confidential Information (c) any claims pertaining to or arising out of any warranty issued; (d) any of the restrictive covenants contained in this Agreement; (e) our right to indemnification; or (f) any of the post-termination obligations under this Agreement. CORE Member acknowledges that breach of any of these restrictions and obligations would result in irreparable injury to us, and as the damages arising out of any such breach would be difficult to ascertain in addition to all other remedies provided by law or in equity, we shall be entitled to seek injunctive relief without the posting of bond (whether a restraining order, a preliminary injunction, or a permanent injunction) against any such breach, whether actual or contemplated, and that CORE Member's only remedy if an injunction is entered against CORE Member will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby). Our right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 17. Our rights herein shall include pursuing injunctive relief through arbitration or in a state or federal court.

j. BINDING EFFECT

This Agreement is binding upon us and CORE Member and our and CORE Member's respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. Subject to our right to modify the Brand Standards Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both our and CORE Member's duly-authorized officers.

k. LIMITATIONS OF CLAIMS

EXCEPT FOR CLAIMS ARISING FROM CORE MEMBER'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS CORE MEMBER OWES US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH CORE MEMBER WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS. HOWEVER, THE PARTIES AGREE THAT, IN ORDER TO COMPLY WITH THIS PROVISION, EITHER PARTY MAY COMMENCE A JUDICIAL OR



ARBITRATION PROCEEDING BEFORE A RELATED MEDIATION PROCEEDING IS DECLARED COMPLETED.

I. ENTIRE AGREEMENT

The preambles and exhibits are a part of this Agreement which, together with the System Standards contained in the Brand Standards Manual (which may be periodically modified, as provided in this Agreement), and the Franchise Disclosure Document constitutes our and CORE Member's entire agreement, and there are no other oral or written understandings or agreements between us and CORE Member, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or the Franchise. Any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement. Nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you.

Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as expressly provided in this Agreement, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal Entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of CORE Member's actions or requests, we have the absolute right to refuse any request CORE Member makes or to withhold our approval of any of CORE Member's proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to “we,” “us,” and “our,” with respect to all of our rights and all of CORE Member's obligations to us under this Agreement, include any of our affiliates with whom CORE Member deal. The term “**affiliate**” means any person or Entity directly or indirectly owned or controlled by, under common control with, or owning or controlling CORE Member or us. The term “**control**” means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the Franchise, whether as partners or joint venture, their obligations and liabilities to us will be joint and several. References to “**owner**” mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in CORE Member (or a transferee of this Agreement and the Franchise or an ownership interest in CORE Member), including, without limitation, any person who has a direct or indirect interest in CORE Member (or a transferee), this Agreement, the Franchise, or the Franchise and any person 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.

References to a “**controlling ownership interest**” of the CORE Member shall mean greater than twenty five percent (25%) of the equity or voting control. In the case of a proposed transfer of an ownership interest in CORE Member or one of CORE Member's owners, the determination of whether a “controlling ownership interest” is involved must be made as of both immediately before and immediately after the proposed transfer to see if a “controlling ownership interest” will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).



“**Person**” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional Entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

The term “**Franchise**” includes all of the assets of the CORE Business CORE Member operates under this Agreement, including its revenue.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

m. **SURVIVAL**

The provisions of this Section 17 shall apply during the term of this Agreement and following the termination, expiration or non-renewal of this Agreement.

18. **NOTICES AND PAYMENTS**

All written notices, reports and payments permitted or required to be delivered by this Agreement or the Brand Standards Manual will be deemed to be delivered: (i) at the time delivered by hand; (ii) at the time delivered via computer transmission and, in the case of the Referral Fees, Brand Fund Contributions and other amounts due, at the time we actually receive payment; (iii) one business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or (iv) three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

Any notice to us must be sent to the address specified on the signature page of this Agreement, although we may change this address for notice by giving CORE Member notice of the new address. Any written notice we send to CORE Member may be sent only to the Operating Principal, or, if applicable, the Designated Manager at the address specified on the signature page of this Agreement. CORE Member may change the person and/or address for notice only by giving us 30 days’ prior written notice by any of the means specified in the above paragraph.

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two days before then) will be deemed delinquent.

19. **COMPLIANCE WITH ANTI-TERRORISM LAWS**

CORE Member and CORE Member’s owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, CORE Member and CORE Member’s owners certify, represent and warrant that none of CORE Member’s property or interests is subject to being blocked under, and that CORE Member and CORE Member’s owners otherwise are not in violation of, any of the Anti-Terrorism Laws. “**Anti-Terrorism Laws**” mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by CORE Member or CORE Member’s owners, or any blocking of CORE Member’s or CORE Member’s owners’ assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.



20. **NO WAIVER; NO DISCLAIMER**

No statement, questionnaire, or acknowledgment signed or agreed to by a CORE Member 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.

21. **ELECTRONIC MAIL**

CORE Member acknowledges and agrees that exchanging information with us by email is efficient and desirable for day-to-day communications and that we and CORE Member may utilize email for such communications. CORE Member authorizes the transmission of email by us and our employees, vendors and affiliates (“**Official Senders**”) to CORE Member during the term of this Agreement.

CORE Member further agrees that: (a) Official Senders are authorized to send emails to those of CORE Member’s employees as CORE Member may occasionally authorize for the purpose of communicating with us; (b) CORE Member will cause CORE Member’s officers, directors and employees to give their consent to Official Senders’ transmission of emails to them; (c) CORE Member will require such persons not to opt out or otherwise ask to no longer receive emails from Official Senders during the time that such person works for or is affiliated with CORE Member; and (d) CORE Member will not opt out or otherwise ask to no longer receive emails from Official Senders during the term of this Agreement.

The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 18 using email unless the parties otherwise agree in a written document manually signed by both parties.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

Address for Notices Pursuant to Section 18 of this Agreement:

Our Address:

720 Brazos Street, Suite 1200
Austin, TX 78701

Signatures:

CORE GROUP RESTORATION
FRANCHISING, LLC

Date: _____

By: _____

Printed Name: _____

Title: _____

CORE Member's Address:

CORE MEMBER OWNER:

Date: _____

By: _____

Printed Name: _____

Title: _____



ATTACHMENT A TO FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. **Effective Date.** The Effective Date set forth in the introductory paragraph of the Franchise Agreement is: _____, 20__.

2. **Grant of Franchise.** The Franchise granted to CORE Member, as referenced in Section 2.a of the Franchise Agreement, is:

_____ CORE Standard Franchise

_____ CORE Elite Franchise

CORE Member shall abide by all of the terms of the Franchise Agreement and in the Brand Standards Manual for the specific type of franchise CORE Member is granted.

3. **Territory.** The Territory referred to in Section 2.b of the Franchise Agreement shall be the geographic area listed below and (if applicable on the attached map) below, or the following description: _____

4. **Territory Population & Associated Fees.** As of the date of the Franchise Agreement, the Territory identified above has a total population of _____ persons, resulting in the following fees:

Initial Franchise Fee under Section 4.a of the Franchise Agreement is \$_____.

Brand Fund/Marketing Fund Contribution under Section 4.d of the Franchise Agreement is \$_____.

Territory Fee under Section 4.b of the Franchise Agreement is \$_____.

5. **Initial Franchise Fee.** The Initial Franchise Fee set forth above shall be paid as follows: **(check as applicable)**

Paid in full on the date that CORE Member signs the Franchise Agreement.

Financing for the Initial Franchise Fee has been approved by Franchisor. CORE Member shall pay \$_____ of the of the total Initial Franchise Fee amount indicated above on the Effective Date of the Franchise Agreement and shall execute a Promissory Note and Security Agreement, in the forms attached in the Franchise Disclosure Document for the remaining balance of \$_____ of the Initial Franchise Fee for a term of _____ months at an interest rate of ____%. CORE Member may pay off the total balance of the Initial Franchise Fee owed at any time prior to its due date.

6. **CORE Member Name:** If CORE Member is a legal Entity, the full legal name, state of incorporation and Entity type of CORE Member is: _____, a _____.

7. **ONCORE Repair Services:** Specify below whether CORE Member intends to opt-in to ONCORE Repair Services. CORE Members who opt-in must comply with Section 1.c above.

(check as applicable) CORE Member intends to opt-in to ONCORE Repair Services



(check as applicable) CORE Member does not intend to participate in ONCORE Repair Services

FRANCHISOR:

**CORE GROUP RESTORATION
FRANCHISING, LLC,**
a Texas limited liability company

CORE MEMBER:

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____



ATTACHMENT B TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

CORE Member: _____

**Form of Ownership
(Check One)**

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, partners):

Name	Title

Members, Stockholders, Partners*:

Name and Address	Percentage Owned	Active in Ownership (Yes/No)

*If any members, stockholders, or partners are entities, please list the owners of such entities up through the individuals.

Identification of Operating Principal. CORE Member's Operating Principal as of the Effective Date is _____. CORE Member may not change the Operating Principal without prior written approval.



Identification of Designated Manager. CORE Member's Designated Manager, if applicable, as of the Effective Date is _____. CORE Member may not change the Designated Manager without prior written approval.

Use additional sheets if necessary. Any and all changes to the above information must be reported to the Franchisor in writing.

FRANCHISOR:

CORE GROUP RESTORATION
FRANCHISING, LLC,
a Texas limited liability company

Date: _____

By: _____
Title: _____

CORE MEMBER:

(If CORE Member is taking the Franchise as a corporation, limited liability company, or partnership):

(Entity Name)

Date: _____

By: _____
Title: _____

(If CORE Member is taking the Franchise individually and not as a legal entity):

Date: _____

(Signature)

(Print Name)

Date: _____

(Signature)

(Print Name)



ATTACHMENT C TO FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the execution by CORE Group Restoration Franchising, LLC (“we” or “us”), of a Franchise Agreement with _____ (“CORE Member”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a direct or indirect beneficial interest in CORE Member, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement (“Owners Agreement”).

1. Acknowledgments.

a. Franchise Agreement. CORE Member entered into a franchise agreement with us effective as of _____, 20____ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

b. Role of Owners. Owners are the beneficial owners or spouses of the beneficial owners of all of the direct and indirect equity interest, membership interest, or other equity controlling interest in CORE Member and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. CORE Member’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if CORE Member’s direct and indirect owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with CORE Member. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

a. Confidentiality. Under the Franchise Agreement, we may provide CORE Member with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing CORE Member’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against CORE Member under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

b. Immediate Family Members. Owners acknowledge that they could circumvent the purpose of Section 2.a by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.a if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.



3. **Covenant Not to Compete and to Not Solicit.**

a. Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing CORE Member's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against CORE Member under the Franchise Agreement.

b. Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

c. Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. **Guarantee.**

a. Payment. Owners will pay us (or cause us to be paid) all monies payable by CORE Member under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

b. Performance. Owners unconditionally guarantee full performance and discharge by CORE Member of all of CORE Member's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

c. Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) CORE Member's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by CORE Member of any act, matter, or thing required by the Franchise Agreement.

d. No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against CORE Member or exhaust any security from CORE Member or pursue or exhaust any remedy, including any legal or equitable relief against CORE Member, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of CORE Member's debts or obligations under the Franchise Agreement.



e. Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of CORE Member's indebtedness or obligation, or settle, adjust, or compromise any claims against CORE Member, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by CORE Member.

f. Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. **Transfers.**

Owners acknowledge and agree that we have granted the Franchise Agreement to CORE Member in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree: a) not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this CORE Member, unless Owners first comply with the sections in the Franchise Agreement regarding transfers and assignment, and b) that any attempt to do so will be a material breach of this Owners Agreement and the Franchise Agreement.

6. **Notices.**

a. Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

b. Notice Addresses. Our current address for all communications under this Owners Agreement is:

CORE Group Restoration Franchising, LLC
720 Brazos Street, Suite 1200
Austin, TX 78701

The current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. **Enforcement of this Owners Agreement.**

a. Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

b. Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

c. Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for



Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. **Miscellaneous.**

a. **No Other Agreements.** This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.c (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

b. **Severability.** Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

c. **No Third-Party Beneficiaries.** Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

d. **Construction.** Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as CORE Member, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

e. **Binding Effect.** This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

f. **Successors.** References to "**Franchisor**", "**we**", "**us**", "**our**" or "**the undersigned,**" or "**CORE Member**" or "**CORE Member's**" include the respective parties' heirs, successors, assigns or transferees.

g. **Nonwaiver.** Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.



h. No Personal Liability. CORE Member agrees that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to CORE Member for any reason.

i. Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNERS:

(Insert Name of Owner)

(Insert Name of Spouse)

(Insert Name of Owner)

(Insert Name of Spouse)

(Insert Name of Owner)

(Insert Name of Spouse)

(Insert Name of Owner)

(Insert Name of Spouse)

CORE Group Restoration Franchising, LLC hereby accepts the agreements of the Owner(s) hereunder.

**CORE GROUP RESTORATION
FRANCHISING, LLC**

By: _____
Title: _____

ATTACHMENT D TO FRANCHISE AGREEMENT

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

CORE Member Information:

CORE Member Name	Business No.
CORE Member Mailing Address (street)	CORE Member Phone No.
CORE Member Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
CORE Member Fax No.	CORE Member E-mail Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Bank Account No.	(check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

CORE Member hereby authorizes CORE Group Restoration Franchising, LLC (“Franchisor”) to initiate debit entries to CORE Member’s account with the Bank listed above, and CORE Member authorizes the Bank to accept and to debit the amount of such entries to CORE Member’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and CORE Member as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. CORE Member agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from CORE Member of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. CORE Member shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____
Printed Name: _____
Its: _____
Federal Tax ID Number: _____

NOTE: MEMBER MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.



ATTACHMENT E TO FRANCHISE AGREEMENT

CORE GROUP RESTORATION FRANCHISE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is entered into by the undersigned (“**you**”, “**your**”) in favor of CORE Group Restoration Franchising, LLC, a Texas limited liability company, and its successors and assigns (“**us**”), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

a. “**Copyrights**” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow CORE Group Restoration CORE Members to use, sell, or display in connection with the marketing and/or operation of a CORE Business, whether now in existence or created in the future.

b. “**CORE Business**” means a business that provides marketing, support, sales and back office services to independent businesses in the property damage, mitigation and restoration industry and other related products and services using our Intellectual Property.

c. “**CORE Member**” means the CORE Group Restoration CORE Member for which you are an employee, independent contractor, agent, representative, or supplier.

d. “**Intellectual Property**” means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

e. “**Know-how**” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a CORE Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

f. “**Manual**” means our confidential Brand Standards Manual (as defined in the Franchise Agreement) for the operation of a CORE Business.

g. “**Marks**” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a CORE Business, including “CORE GROUP RESTORATION” and any other trademarks, service marks, or trade names that we designate for use by a CORE Business. The term “Marks” also includes any distinctive trade dress used to identify a CORE Business, whether now in existence or hereafter created.

h. “**System**” means our system for the establishment, development, operation, and management of a CORE Business, including know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. **Background.** You are an employee, independent contractor, agent, representative, or supplier of CORE Member. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our CORE Members, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.



3. **Know-How and Intellectual Property: Nondisclosure and Ownership.** You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the CORE Business operated by you or in any way detrimental to us or to the CORE Member; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of CORE Member. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for CORE Member and within the scope of CORE Member's employment or other engagement with CORE Member.

The Intellectual Property is and shall continue to be the sole property of CORE Group Restoration Franchising, LLC. Upon the termination of your employment or engagement with CORE Member, or at any time upon our or CORE Member's request, you will deliver to us or to CORE Member all documents and data of any nature pertaining to the Intellectual Property, and you will not take with CORE Member any documents or data or copies containing or pertaining to any Intellectual Property.

4. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. You hereby waive any right to challenge the terms of this Agreement as being overly broad, unreasonable, or otherwise unenforceable.

6. **Breach.** You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other CORE Group Restoration CORE Members for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against CORE Member, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. **Miscellaneous.**

a. Although this Agreement is entered into in favor of CORE Group Restoration Franchising, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent,



representative, or supplier relationship is with CORE Member and not with us, and for all purposes in connection with such relationship, you will look to CORE Member and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date: _____

Signature

Typed or Printed Name



EXHIBIT C

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS



LIST OF STATE AGENCIES

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500
(866) 275-2677
www.dfpi.ca.gov
Ask_DFPI@dfpi.ca.gov

2101 Arena Blvd.
Sacramento, CA 95834
(916) 445-7205
(866) 275-2677

1455 Frazee Road, Suite 315
San Diego, CA 92108
(619) 610-2093
(866) 275-2677

One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972-8559
(866) 275-2677

Florida

Department of Agriculture and Consumer Services
Division of Consumer Services
Terry Lee Rhodes Building
2005 Apalachee Parkway
Tallahassee, FL 32399-6500
(850) 488-2221

Hawaii

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

Illinois

Office of Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

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

Maryland

Office of Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan

State of Michigan
Consumer Protection Division
Attention: Franchise
P.O. Box 30213
Lansing, MI 48909
(517) 373-7117

Minnesota

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

Nebraska

Department of Banking and Finance
1200 N Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509
(402) 471-3445

New York

New York State
Department of Law
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, 5th Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Oregon

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310
(503) 378-4387

Rhode Island

Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota

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

Texas

Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(512) 475-1769

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington

Securities Administrator
Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, WA 98501
(360) 902-8760

Wisconsin

Department of Financial Institutions
Division of Securities
345 W. Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

LIST OF AGENTS FOR SERVICE OF PROCESS

California

Commissioner of Financial Protection
and
Innovation
California Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500
(866) 275-2677
www.dfpi.ca.gov
ASK.DFPI@dfpi.ca.gov

Hawaii

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

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-1090

Indiana

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

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910
(517) 334-6212

Minnesota

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

New York

New York Secretary of State
99 Washington Avenue
Albany, NY 12231
(518) 473-2492

North Dakota

North Dakota Securities Commissioner
600 E. Boulevard Avenue
State Capitol, 5th Floor
Bismarck, ND 58505-0510
(701) 328-2910

Oregon

Director of Oregon Department of
Insurance and Finance
700 Summer Street, N.E.
Suite 120
Salem, OR 97310
(503) 378-4387

Rhode Island

Director of Rhode Island
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota

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

Virginia

Clerk of the State Corporation
Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219
(804) 371-9733

Washington

Securities Administrator
Washington State Department of
Financial Institutions
150 Israel Road S.W.
Tumwater, WA 98501
(360) 902-8760

Wisconsin

Wisconsin Commissioner of Securities
345 W. Washington Ave., 4th Floor
Box 1768
Madison, WI 53703
(608) 261-9555

EXHIBIT D
STATE ADDENDA AND AGREEMENT RIDERS



STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR CORE GROUP RESTORATION FRANCHISING, LLC

The following modifications are made to the CORE Group Restoration Franchising, LLC (“**Franchisor**,” “**us**,” “**we**,” or “**our**”) Franchise Disclosure Document (“**FDD**”) given to franchisee (“**Franchisee**,” “**you**,” or “**your**”) and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20__ (“**Franchise Agreement**”). When the term “**Franchisor’s Choice of Law State**” is used, it means Texas. When the term “**Supplemental Agreements**” is used, it means none.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum (“**State Addendum**”) will modify these agreements to comply with the state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the California Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Franchisor’s Choice of Law State. 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 the Franchise Agreement restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator’s fees.

The Franchise Agreement requires the application of the law of Franchisor’s Choice of Law State. This provision may not be enforceable under California law.

Item 1, regarding Industry Specific Laws, is amended to clarify that due to the unique nature of property damage restoration and mitigation, a contractor’s license is not required in California as this industry has internal industry certifications. If a contractor does rebuild work in addition to property damage restoration and mitigation, then a contractor’s license is required.



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

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. The Franchise Agreement contains a provision that is inconsistent with the California Franchise Investment Law and the California Franchise Investment Law will control.

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

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

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. The provision contained in the Franchise Agreement may not be enforceable.

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

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.



HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT 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 YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE 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 US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor’s franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed on the third to last page of the FDD on the page entitled, “State Effective Dates.”
2. States which have refused, by order or otherwise, to register these Franchises are: None
3. States which have revoked or suspended the right to offer the Franchises are: None
4. States in which the proposed registration of these Franchises has been withdrawn are: None



ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act”.

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchise Fee Deferral:

The Illinois Attorney General’s Office has imposed the deferral requirement because of our financial condition. Item 5 and Item 7 of the FDD and Section 3 of the Franchise Agreement are hereby



revised to state that payment of all initial fees, including the Franchise Fee, shall be deferred until after all of the Franchisor's initial obligations are complete and the Franchise is open for business.

INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two years within the Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.



2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.



If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to CORE Group Restoration Franchising, LLC, 720 Brazos Street, Suite 1200, Austin, TX 78701, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENTS

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Representations in the Franchise Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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 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.



Franchise Fee Deferral:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 6 of the FDD and Section 3D of the Franchise Agreement is hereby amended to limit the Insufficient Funds Charge to \$30 per occurrence pursuant to Minnesota Statute 604.113.

6. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit, or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

7. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

8. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.



9. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

10. 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 an 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.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

(A) No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

(B) No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

(C) No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 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.

(D) No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade



regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

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

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

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

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

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.



Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a limitation of claims within one year may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 9.99 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

Franchise Fee Deferral:

The North Dakota Securities Commissioner's Office has imposed the deferral requirement because of our financial condition. Item 5 and Item 7 of the FDD and Section 3 of the Franchise Agreement are hereby revised to state that payment of all initial fees, including the Franchise Fee, shall be deferred until after all of the Franchisor's initial obligations are complete and the Franchise is open for business.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials _____ Date _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)



You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller’s receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to CORE Group Restoration Franchising, LLC, 720 Brazos Street, Suite 1200, Austin, TX 78701, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____

Print Name: _____

Its: _____

RHODE ISLAND

§ 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 this Act.” The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

SOUTH DAKOTA

Intentionally left blank.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for CORE Group Restoration Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

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.

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 an 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.

WASHINGTON

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

You may terminate the Franchise Agreement on any grounds available under Washington law.

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

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

4. 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.

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

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

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



8. 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.

9. Franchise Fee Deferral:

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

10. The following statement is added to Exhibit G-1 (Waiver and Release of Claims):

The Waiver and Release of Claims does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

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

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)



APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- California
- Hawaii
- Illinois
- Iowa
- Indiana
- Maryland

- Michigan
- Minnesota
- New York
- North Dakota
- Ohio

- Rhode Island
- South Dakota
- Virginia
- Washington
- Wisconsin

Dated: _____

FRANCHISOR:

CORE GROUP RESTORATION
FRANCHISING, LLC

By: _____
Title: _____

FRANCHISEE:

By: _____
Title: _____



EXHIBIT E
BRAND STANDARDS MANUAL
TABLE OF CONTENTS





MEMBER OPERATIONS MANUAL

TABLE OF CONTENTS

1 INTRODUCTION TO THE CORE ELITE MEMBER OPERATIONS MANUAL... 1-1
1.1 Manual Organization... 1-1
1.2 Ownership of the Manual... 1-1
1.3 Purpose of this Manual... 1-1
1.4 Importance of Confidentiality... 1-2
1.5 Keeping the Manual Current... 1-2
1.6 Submitting Suggestions to Us... 1-2
1.7 Disclaimer... 1-2
2 INTRODUCTION TO THE CORE ELITE MEMBER SYSTEM... 2-1
2.1 WELCOME... 2-1
2.2 History of CORE Group... 2-2
2.3 Who to Call... 2-2
2.4 Overview of Your Responsibilities... 2-2
2.5 Visits From Us... 2-2
2.6 Fees... 2-2
3 UNDERSTANDING OUR UNIQUE FRANCHISE MODEL... 3-1
3.1 Unified Thinking... 3-1
3.2 Purpose of Franchising... 3-1
3.3 Function of Brand... 3-2
3.4 Function of the Operating System... 3-2
3.5 Who Owns What?... 3-3
3.6 Partners in Strategy... 3-4
3.7 Understanding Fees... 3-4
3.7.1 Initial Membership Fee... 3-4
3.7.2 Royalty Fees/Referral Fees... 3-5
3.8 Customer-Driven Company... 3-5
4 INITIAL MEMBERSHIP PROCEDURES... 4-1
4.1 Introduction... 4-1
4.2 Initial Inventory and Supplies... 4-1
4.2.1 Membership Welcome Kit... 4-1
4.3 Insurance Coverage... 4-1
4.3.1 General Insurance Requirements... 4-1
4.3.2 Minimum Coverage Amounts... 4-1
4.3.3 Insurance Company Requirements... 4-2
5 CORE ELITE MEMBER REPORTING... 5-1
5.1 CORE ELITE MEMBER Reporting Requirements... 5-1
5.1.1 Payments to CORE Group... 5-1
5.1.2 Marketing Fee... 5-1
5.1.3 Method of Payment... 5-1
5.1.4 Required Reports... 5-1
6 SALES AND MARKETING... 6-1
6.1 Introduction... 6-1
6.2 Understanding Your Competition... 6-1
6.3 Guidelines for Using Marks... 6-1
6.4 Marketing Standards... 6-2
6.5 Logo Specifications... 6-2
6.5.1 Business Cards... 6-2
6.6 Local Marketing... 6-3
6.6.1 Introduction... 6-3
6.6.2 Advertising and Marketing Terms Glossary... 6-4
6.6.3 Internet... 6-8
6.7 Public Relations / Community Involvement... 6-8
6.7.1 Press Releases... 6-8
6.7.2 Community Service / Charitable Activities... 6-9
7 MISC. RESOURCES... 7-1
7.1 Web Sites for Small Businesses... 7-1
7.2 Web Sites for Organizations... 7-1
7.3 Web Sites For Employment Laws... 7-2
7.4 Web Site for Taxes... 7-2



EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES



CURRENT FRANCHISEES:**ELITE FRANCHISEES AS OF DECEMBER 31, 2023**

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Richardson	Andrea	Royal Restoration	908 Belcher Dr	Pelham	AL	35124	(205) 988-9696	arichardson@restorewithroyal.com
Palmer	Russ	Titan Restoration of AZ	1544 S. Euclid Ave., #B	Tucson	AZ	85215	(480) 797-6326	russ@titan911.com
Anderson	Steven	Anderson Group International	11109 River Run Blvd, Ste 200	Bakersfield	CA	93390	(661) 392-7072	steven@goagi.com
Andreasen	Dan	Cleanrite, Inc.	2684 Hwy 32, Suite 100	Chico	CA	95973	(530) 246-4886	danandreasenr@crbr.com
Carpenter	Jaclyn	Ideal Restoration	1499 Evans Avenue	San Francisco	CA	94124	(415) 418-2420	jaclyn@idealsf.com
Cosley	Mike	Americraft Constructors, Inc	26074 Ave Hall, Unit 10	Santa Clarita	CA	91355	(661) 295-5176	mike@americraftsman.net
Eaton	Mark	MSB Restoration	30665 Old Hwy 395	Escondido	CA	92026	(818) 735-7935	mark@msbuilders.com
Negrinelli	David	G&N Construction, Inc.	2570 W. 237th St., Unit B	Torrance	CA	90505	(310) 534-1921	david@accuratepropertyrestoration.com
Walker	Jean	Crystal Restoration	3 Duke Pl	Norwalk	CT	06854	(203) 853-4179	jwalker@crystal1.com
DeBlander	David	Pro Clean Carpet Cleaning, LLC	3255 Potter Street, Suite C	Pensacola	FL	32514	(850) 484-8500	dave@procleanrestoration.com
Green	Mike	Green Construction Services LLC	3829 Progress Dr	Lakeland	FL	33811	(863) 665-2767	mike@green-construction.com
Stamper	Scott	Regency DRT	3900 Fiscal Ct. Suite 200	West Palm Beach	FL	33404	(561) 475-1387	scott@regencydrt.com
Taylor	Joe	Joe Taylor Restoration	855 Northwest 17 th Ave, Ste C	Delray Beach	FL	33445	(954) 784-2070	Jtaylor@trestoration.com
Value	Beau	Disaster Response, LLC	13888 ID-55	McCall	ID	83638	(208) 315-3100	bvalue@teamdr.com
Smolyansky	Michael	GCPRO, LLC	220 Eisenhower Lane North	Lombard	IL	60148	(773) 269-6509	info@gcprochicago.com
Gershengorin	Morris	Real Restoration Group	1322 Walton	Chicago	IL	60642	(847) 338-5047	morris@realrestore.com
Folks	Shawn	Guarantee Restoration Services, LLC	16248 Perkins Rd	Baton Rouge	LA	70810	(225) 753-8682	shawn@guaranteerestoration.com
Grove	David	BYLT, LLC	700 Americana Dr, Suite 34	Annapolis	MD	21403	(443) 770-2900	dgrove@bylt.com



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Albrecht	Pat	Restorations by Highmark	8720 Eagle Creek Parkway	Savage	MN	55378	(952) 882-8904	pat.a@highmarkcos.com
Robbins	Neil	Insurcomm, Inc	290 Heritage Ave Suite 1	Portsmouth	NH	03801	(603) 978-0031	neil@insurcomm.com
Coffman	James	Rapid Response Restoration	68 Route 31	Flemington	NJ	08822	(973) 781-9119	ed@rapidresponserj.com
Curry	Mike	Milro Services	41 Hanse Ave	Freeport	NY	11520	(516) 379-6100	mikecurry@milro.com
Fein	Marc	Four Seasons Restoration LLC	125 Denton Ave	New Hyde Park	NY	11040	(516) 616-4300	mfein@mitandrestore.com
Olmstead	James	Teasdale Fenton Cleaning & Restoration	12145 Centron Pl.	Cincinnati	OH	45246	(513) 797-0900	jim@teasdalefenton.com
Rose	Michael	Impact Disaster Services, LLC	3495 Industrial Drive	York	PA	17402	(717) 885-2290	mike.rose@impactdisasterservices.com
Gervasio	Tom	DAI LLC	15 Centre of New England Blvd	Coventry	RI	02816	(401) 828-0050	tom@dailc.com
McCabe	DJ	McCabe Construction	5300 Pleasant View Road	Memphis	TN	38134	(901) 756-8652	dj@mccmemphis.com
Junell	Elizabeth	Mr. Restore	1590 TX Hwy 121 Building 2 Ste 100	Lewisville	TX	75056	(877) 631-7576	elizabeth@mrrestore.com
Reynolds	Sherry	Stanley Restoration	1471 American Way	Cedar Hill	TX	75104	(972) 296-4959	contact@stanleyrestoration.com
Church	Chris	Roadrunner Restoration	5117 Hiltonview Road	Houston	TX	77086	(281) 358-0999	cchurch@rrestoration.com
Moss	Jon	Alpine Cleaning & Restoration Specialists, Inc.	177 South Main Street	Smithfield	UT	84335	(435) 563-3707	jon.moss@alpinecleaning.com
Collier	David	First Atlantic Restoration	414 S Parliament Drive	Virginia Beach	VA	23462	(757) 499-1915	DavidC@firstatlanticfire.com
Roesch	Conner	MaxCARE of WA	16208 60 th Street East	Sumner	WA	98390	(253) 864-6445	connor@maxcare247.com
Kersemeier	Craig	K-Tech Kleening	1220 N. 6th St	Wausau	WI	54403	(715) 355-1369	craig.kersemeier@k-techkleening.com
Contraguerra	Bob	Panhandle Restoration	42 38th Street	Wheeling	WV	26003	(304) 232-2321	bobjr@panhandlecr.com



STANDARD FRANCHISEES AS OF DECEMBER 31, 2023

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Petersen	Tate	Exact Construction & Restoration	1345 NOrth Mondel Drive	Gilbert	AZ	85233	(480) 619-2642	tate@exactconstructionaz.com
Miller	Dean	The Restoration CleanUp Co	198 Harbor Ct.	Pittsburgh	CA	94565	(925) 473-2270	Dean@thecleanupco.com
Lazarovits	Ori	Water Damage Rescue	7232 Owensmouth Ave	Canoga Park	CA	91303	(818) 340-9999	info@waterdamagerescue.com
Hinkle	Scott	Property Craft	1920 Jones Ave	Pueblo	CO	81004	(719) 299-4508	Scott@propertycraft.net
Oliveira	Nei	Restore Now	2158 South Orange Blossom Trail, Suite 101	Apopka	FL	32703	(407) 930-6722	noliveira@restorenw.com
Brown	Ken	Allied Ventures Group, LLC	10981 Harmony Park Dr., Suite 2	Bonita Springs	FL	34135	(239) 215-4257	ken@aeretusa.com
Lozecki	Matt	All Clear Restoration & Remediation	188 Ramsey Branch Dr	Freeport	FL	32439	(850) 460-0296	matthew@allclearrestoration.com
Costantino	Chris	Restoration X	7281 SW Jack James Dr	Stuart	FL	34997	(772) 283-2744	chrisc@coastaldki.com
Ryan	Andrew	Phoenix Ventures Atlanta LLC Big Bear Restorat	1341 Capital Circle Way, Ste A	Marrietta	GA	30067	(770) 222-5220	Andrew@phoenixventuresllc.com
Ramirez	Miguel	Nat-Cat, Inc.	919 Estes Court #4418	Schaumburg	IL	60193	(847) 906-3473	migueldr@nat-cat.com
Beetham	Brad	Hammerbrush Restoration	1554 Crescent Lake Drive	Montgomery	IL	60538	(630) 514-0571	brad@hammerbrushrestoration.com
Rulon	Jennifer	Disaster Service	2306 East Burton St	Sulphur	LA	70633	(337) 626-3725	Jennifer@apexdisasterla.com
Lynch	Bradley	Lighthouse Disaster Services	11646 Industriplex Blvd, Ste A4	Baton Rouge	LA	70809	(225) 369-5228	bradley.lynch@geaux-lds.com
Finsilver	Brett	Citywide Restoration	2011 Austin Dr	Troy	MI	48083	(877) 855-5955	brett.finsilver@citywide.net
Hendrickson	Josh	Dryco, Inc.	5816 Ryan Road	Duluth	MN	55804	(218) 628-6101	josh@drycoduluth.com
Abgaryan	Narek	Pro Restoration	2710 South Highland Drive	Las Vegas	NV	89117	(702) 877-0860	accounting@prorestorco.com
Fisher	Chris	Bailfish Services LLC	7500 Green Meadows Dr, #2102	Lewis Center	OH	43035	(614) 956-8763	chris@bailfishllc.com
Mount	Randall	RAM Restoration	2800 East River Rd	Moraine	OH	45439	(937) 619-5915	randy@ramrestorationusa.com
Gilyeat	Ryan	Oregon Restoration	9350 SW Tigard Rd	Tigard	OR	97223	(503) 860-9567	ryan@oregonrestoration.com
Heffelfinger	Joel	Quantum Restoration	539 Ford St, Ste. C	Conshohocken	PA	19428	(267) 324-1849	joel@qrsrestore.com
Vines	Rick	Vines Plumbing & Restoration	489 Myrtle Ridge Dr	Conway	SC	29526	(843) 251-2540	rick@vineswaterexperts.com



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email
Jones	Doug	CORE Realty Partners, LLC	3510 E. TC Jester Blvd	Houston	TX	77354	(281) 356-6333	djones@core247restoration.com
Steiner	Derek	TDJ Restoration	6115 Camp Bowie Blvd #280	Fort Worth	TX	76116	(817)786-6286	dsteiner@tdjdallas.com
Davis	Tres	Atex Restoration	1909 RR620 South	Lakeway	TX	78734	(737) 336-7399	td@austinwaterdamage.com
Lara	Christian	a's Services Gr	849 N Mockingbird Lane	Abilene	TX	79601	(325) 232-9786	christian@lsgresto.com
Goodgame	Max	Texas General Contractors	4601 South Wayside Dr	Houston	TX	77087	(713) 640-2025	mgoodgame@texasgeneral.com

ELITE AND STANDARD FRANCHISEES WITH UNOPENED OUTLETS AS OF DECEMBER 31, 2023:

None.

FORMER FRANCHISEES:

The name and last known address of every franchisee who had a CORE Group Restoration Franchise transferred, terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2023 to December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

ELITE FRANCHISEES WHO LEFT THE SYSTEM

J&R Contracting
Michael Bostdorff
(419) 878-8550

Mammoth, Inc.
Michael Bevilacqua
(814) 359-4144

STANDARD FRANCHISEES WHO LEFT THE SYSTEM

Green Construction Services LLC
Mike Green
(863) 665-2767

Quick Dry Restoration
Nic Cornwell
(512) 598-5025



EXHIBIT G

CONTRACTS FOR USE WITH THE CORE GROUP RESTORATION FRANCHISE

The following contracts contained in Exhibit G are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the CORE Business. The following are the forms of contracts that CORE Group Restoration Franchising, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked “Sample,” they are subject to change at any time.



EXHIBIT G-1

CORE GROUP RESTORATION FRANCHISE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (“**Release**”) is made as of _____, 20____
by _____, a(n) _____
 (“**Franchisee**”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “**Releasor**”) in favor of CORE Group Restoration Franchising, LLC, a Texas limited liability company (“**Franchisor**,” and together with Releasor, the “**Parties**”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“**Agreement**”) pursuant to which Franchisee was granted the right to own and operate a CORE Business;

WHEREAS, [Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement] or [the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release], and Franchisor has consented to such [transfer/successor franchise agreement/amendment/termination/other reason]; and

WHEREAS, as a condition to Franchisor’s consent to [transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason], Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “**Released Parties**”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement



and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

[APPLIES ONLY IN WASHINGTON] 2(a) Release – Applicability Under Washington Law. Notwithstanding the foregoing, this Release shall not apply to any claims under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, the Agreement or this Release to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the state where the CORE Business is located.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.



IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

_____, a

By: _____

Printed Name: _____

Title: _____

FRANCHISEE'S OWNERS:

Date _____

Signature

Typed or Printed Name

Signature

Typed or Printed Name



EXHIBIT G-2

CORE GROUP RESTORATION FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment (“**Agreement**”) is entered into this ____ day of _____, 20____, between CORE Group Restoration Franchising, LLC (“**Franchisor**”), a Texas limited liability company, _____ (“**Former Franchisee**”), the undersigned owners of Former Franchisee (“**Owners**”) and, _____ a _____ (“**New Franchisee**”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20____ (“**Former Franchise Agreement**”), in which Franchisor granted Former Franchisee the right to operate a CORE Group Restoration franchise located at _____ (“**Franchised Business**”); and

WHEREAS, Former Franchisee desires to assign (“**Requested Assignment**”) the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor’s current form of franchise agreement together with all exhibits and attachments thereto (“**New Franchise Agreement**”), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“**Franchisor’s Assignment Fee**”).

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee’s signing the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee’s rights to operate the Franchised Business are terminated and that from the date of this



Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a CORE Group Restoration franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state where the CORE Business is located.



IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

CORE GROUP RESTORATION
FRANCHISING, LLC,
A Texas limited liability company

By: _____
Printed Name: _____
Title: _____

FORMER FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

NEW FRANCHISEE:

By: _____
Printed Name: _____
Title: _____



EXHIBIT G-3

CORE GROUP RESTORATION FRANCHISE

PROMISSORY NOTE

\$ _____, 20____

FOR VALUE RECEIVED, the undersigned, [FRANCHISEE], a [STATE] [ENTITY] (“**Debtor**”), hereby promises to pay to the order of CORE Group Restoration Franchising, LLC, a Texas limited liability company (“**Holder**”), the principal sum of _____ and no/100 Dollars (\$____), as set forth herein. Such principal shall be payable pursuant to Section 1 at such address as Holder may designate from time to time in writing.

1. Payment and Maturity.

- a. **Interest.** This note will bear interest at ____%, compounded monthly on the last day of each month on the outstanding balance.
- b. **Payment Terms.** Monthly payments for _____ months, due on the fifth day of each month.
- c. **Down Payment.** The required down payment is \$_____.

2. Prepayment. Debtor may prepay any portion of this Promissory Note at any time without penalty. Any prepayments shall be first applied to any other sums due hereunder and then to the outstanding principal balance.

3. Acceleration and Defaulting Interest. At the option of Holder, the entire outstanding principal balance of this Promissory Note shall become immediately due and payable, without notice or demand, upon the occurrence of any one or more of the following events of default: (a) the failure of Debtor to make any required payment on or before the date such payment is due; (b) the filing of a petition by or against Debtor under the provisions of any state insolvency law or the Federal Bankruptcy Act; or (c) any assignment by Debtor for the benefit of creditors. In this event, interest and principal shall, from and after the date of such default, bear interest at the rate of 10% per annum.

4. Attorney Fees. Debtor agrees to promptly reimburse Holder for all reasonable costs and expenses, including attorney fees and court costs, incurred to collect this Promissory Note or any installment hereunder, if not paid when due.

5. No Waiver. No failure on the part of Holder to exercise, and no delay in exercising, any right hereunder shall operate as a waiver of such right; nor shall any single or partial exercise by Holder of any right hereunder preclude the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

6. Waiver. Debtor hereby waives presentment, demand for payment, protest for nonpayment, notice of dishonor, diligence in collection, and all other indulgences.

7. Governing Law. This Promissory Note shall be governed by and interpreted in accordance with the laws of the State of Texas.



8. Security. This Promissory Note and the indebtedness evidenced hereby are secured by the Security Agreement attached hereto as Exhibit 1.

9. Guarantee. This Promissory Note must be signed by Debtor and be personally guaranteed by your spouse (if applicable) and if Debtor is an entity, Debtor’s owners and the owners’ spouses.

10. General Provisions. This Promissory Note may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Whenever used herein, the words “**Debtor**” and “**Holder**” shall be deemed to include their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Promissory Note the day and year first above written.

DEBTOR:

By: _____
Printed Name: _____
Title: _____

HOLDER:

**CORE GROUP RESTORATION
FRANCHISING, LLC,**
a Texas limited liability company

By: _____
Printed Name: _____
Title: _____

EXHIBIT 1 TO PROMISSORY NOTE

SECURITY AGREEMENT

1. Security Interest. Effective as of the _____ day of _____ 20____, [FRANCHISEE], a [STATE] [ENTITY] (“**Debtor**”), with a mailing address at _____ hereby grants to CORE Group Restoration Franchising, LLC, a Texas limited liability company (“**Secured Party**”), with an address at 720 Brazos Street, Suite 1200, Austin, TX 78701, and its successors and assigns, a security interest in the following assets, together with all replacements, proceeds, accessories, parts, additions and accessions thereof or related thereto, now or hereafter affixed or used in connection therewith, and whether now owned or hereafter acquired (the “**Collateral**”):

All assets (including personal and fixture property of every kind and nature) used by or in connection with the business of the Debtor for that certain franchised business pursuant to which a Franchise Agreement has been entered into with Secured Party, dated as of _____ (the “**Franchise Agreement**”), including all instruments (including promissory notes), documents, accounts, accounts receivable, chattel paper (whether tangible chattel paper or electronic chattel paper), deposit accounts (other than payroll accounts), letter of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, all sums payable under any policy of insurance (including without limitation, any return for premiums), tort claims, all general intangibles (including all payment intangibles), personal assets, any other contract rights (including all executory contracts pertaining to or arising from the operation of the Debtor’s business), franchise lease and rights thereto, customer lists, customer profiles, promotional brochures, mailing lists, equipment, vehicles and goodwill.

Debtor agrees to execute such other documentation as may be necessary under applicable law to allow Secured Party continuously to hold and perfect a security interest in the Collateral.

2. The Obligation. The security interest granted hereby is to secure payment and performance of all of the liabilities and obligations of Debtor to Secured Party pursuant to that certain Promissory Note of even date herewith (the “**Note**”).

3. Representations and Warranties Respecting the Collateral. Debtor hereby represents and warrants that Debtor shall not allow any liens to attach to the Collateral that are senior to the Secured Party’s interest in the Collateral.

4. Default. Time is of the essence under this Security Agreement, and Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions: 1) the occurrence of a default under the Promissory Note; 2) Debtor’s failure to use the Collateral as provided herein; or 3) Debtor’s failure to prevent liens from attaching to the Collateral, except as provided herein. Waiver of any default by the Secured Party shall not constitute a waiver of any subsequent default.

5. Remedies. Upon the occurrence of any default pursuant to Section 4 above, Secured Party may, by written notice to the Debtor, declare the commitments of Secured Party under the Franchise Agreement between Debtor and Secured Party to be terminated, whereupon such commitments shall forthwith terminate, regardless of when such event occurs. Secured Party, by written notice to the Debtor, may terminate the Franchise Agreement, whereupon all amounts due to Secured Party shall become and be



forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by the Debtor.

Without limiting the foregoing, upon the occurrence of a default, Secured Party shall have all the rights of a secured party under the Uniform Commercial Code, including the right to take possession of and to sell all, or any part of, the Collateral at public or private sale. Upon the request of Secured Party, the Debtor shall assemble and deliver the Collateral to such location as Secured Party shall request. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed to have occurred if mailed, in accordance with Section 12 of this Security Agreement, at least seven (7) days before such disposition. Any proceeds of a disposition of the Collateral or any part thereof may be applied by Secured Party to the payment of expenses in connection with the Collateral (including, without limitation, the storage and/or disposition thereof), including reasonable attorney fees and legal expenses, and any balance of such proceeds may be applied by Secured Party toward the payment of any obligation of Debtor arising under this Security Agreement or the Franchise Agreement in such order of application as Secured Party may from time to time deem appropriate.

Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to sign (if required) and file in any appropriate Filing Office, wherever located, any Financing Statement that (a) describes the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular assets comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of such jurisdiction, or (ii) as being of any equal or lesser scope or with greater detail, and (b) contains any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the applicable jurisdiction for the sufficiency or Filing Office acceptance of any Financing Statement, including (i) whether Debtor is an organization, the type of organization and any organization identification number issued to Debtor, and (ii) in the case of a Financing Statement filed as a Fixture Filing, a sufficient description of real property to which the Collateral relates. Debtor also authorizes Secured Party to file a copy of this Agreement in lieu of a Financing Statement, and to take any and all actions required by any earlier versions of the Uniform Commercial Code or by any other applicable law. Debtor shall provide Secured Party with any information Secured Party shall reasonably request in connection with any of the foregoing.

6. Debtor's Right to Possession. Unless and until the occurrence of a default as defined herein or in the Franchise Agreement, and unless possession is required to perfect a security interest, Debtor shall have possession of the Collateral and may use the same in any lawful manner not inconsistent with or contrary to this Security Agreement.

7. Termination. Upon payment to Secured Party of all obligations of Debtor pursuant to the Franchise Agreement, this Security Agreement shall terminate and Secured Party hereby agrees to execute and deliver any and all necessary documents to effectuate a release of the Collateral and termination of any security interest granted pursuant hereto.

8. Complete Agreement; Amendments. This Security Agreement, along with the Promissory Note, is the entire agreement and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. No amendment of, or waiver of a right under, this Security Agreement will be binding unless it is in writing and signed by the party to be charged.

9. Governing Law. This Security Agreement will be governed by the laws of the State of Texas, without giving effect to conflicts of law principles.

10. Severability. To the extent a provision of this Security Agreement is unenforceable, this Security Agreement will be construed as if the unenforceable provision were omitted.



11. Successors and Assigns. A successor to or assignee of Secured Party's rights and obligations under the Security Agreement will succeed to Secured Party's rights and obligations under this Security Agreement.

12. Notices. A notice or other communication to a party under this Security Agreement will be in writing (except that entitlement orders may be given orally), will be sent to the party's address set forth above or to such other address as the party may notify the other parties, and will be effective on receipt.

13. Jury Waiver. EACH OF THE PARTIES WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS SECURITY AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

14. Counterparts. This Security Agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

15. Time. Time is of the essence with regard to each provision of this Security Agreement as to which time is a factor.

16. Attorney Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Security Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Security Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

By: _____

Printed Name: _____

Title: _____

SECURED PARTY:

**CORE GROUP RESTORATION
FRANCHISING, LLC,**
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____



**EXHIBIT H
(TO DISCLOSURE DOCUMENT)**

NOTICE OF RESTRICTIVE COVENANTS

This is a Notice of Restrictive Covenants (“**Notice**”) that CORE Group Restoration Franchising, LLC (“**Franchisor**”) requires the undersigned prospective franchisee (the “**Prospective Franchisee**”) and the undersigned Prospective Franchisee’s management personnel (which includes, Operating Principal/Designated Manager and owners, officers, directors and designated employees of Prospective Franchisee; collectively, the “**Management Personnel**”) to sign and acknowledge receipt of the following documents:

1. A Franchise Agreement (“**Franchise Agreement**”), the form of which is attached as Exhibit B to the Franchise Disclosure Document (“**FDD**”) provided to Prospective Franchisee as a condition of purchasing a franchise, on _____, 202__.

This Notice is attached to the FDD as Exhibit H. Initial capitalized terms not defined in this Notice have the respective meanings set forth in the Franchise Agreement.

Article 7, Section 15.e., and Attachments C and E of the Franchise Agreement contain covenants of confidentiality and covenants not to compete by engaging in a similar business that could restrict Prospective Franchisee’s activities during the term of the Franchise Agreement and following the termination of the Franchise Agreement.

Prospective Franchisee acknowledges that it has received this Notice at least fourteen (14) days before Prospective Franchisee signs the Franchise Agreement or pays any nonrefundable consideration to Franchisor. The effective date of the Franchise Agreement shall be not less than fourteen (14) days after (i) the date of this Notice; and (ii) the date Prospective Franchisee signs the FDD Receipt.

Management Personnel acknowledge that they have received this Notice at least fourteen (14) days before Management Personnel sign Attachment C (“**Owner’s Agreement**”) or Attachment E (“**Confidentiality Agreement**”) to the Franchise Agreement.

Prospective Franchisee and Management Personnel acknowledge and agree that (1) complying with the restrictions contained in the Franchise Agreement or Attachments C and E (as applicable) will not prevent Prospective Franchisee or Management Personnel from earning a living, and (2) such restrictions are necessary and reasonable to protect Franchisor’s valid interests (including, without limitation, relationships with customers, goodwill, the protection of trade secrets and other confidential information, protection from unfair competition, and other protectable interests).

Prospective Franchisee and Management Personnel understand and acknowledge that: (i) Franchisor’s System Standards, Marks, and proprietary operating systems are unique to Franchisor and of great competitive value; (ii) Franchisor has invested and continues to invest substantial resources in developing its franchise system, trade secrets, confidential information, and goodwill; and (iii) the loss of any goodwill will cause significant and irreparable harm to Franchisor.

PROSPECTIVE FRANCHISEE AND MANAGEMENT PERSONNEL REPRESENT AND WARRANT THAT PROSPECTIVE FRANCHISEE AND MANAGEMENT PERSONNEL HAVE HAD THE OPPORTUNITY TO REVIEW THE FRANCHISE AGREEMENT, OWNER’S AGREEMENT AND CONFIDENTIALITY AGREEMENT WITH PRIOR NOTICE OF ITS RESTRICTIVE

COVENANTS AND TO CONSULT AN ADVISOR OR ATTORNEY OF THEIR CHOICE BEFORE SIGNING THE FRANCHISE AGREEMENT, OWNER'S AGREEMENT OR CONFIDENTIALITY AGREEMENT. PROSPECTIVE FRANCHISEE AND MANAGEMENT PERSONNEL FURTHER ACKNOWLEDGE THAT THEY UNDERSTAND THE FRANCHISE AGREEMENT, OWNER'S AGREEMENT AND CONFIDENTIALITY AGREEMENT, AND THAT THEY SIGN THE FRANCHISE AGREEMENT, OWNER'S AGREEMENT OR CONFIDENTIALITY AGREEMENT (AS APPLICABLE) KNOWINGLY AND VOLUNTARILY.

PROSPECTIVE FRANCHISEE

Signature: _____
Name: _____
Effective Date: _____

MANAGEMENT PERSONNEL

Operating Principal/Designated Manager:

Owner of Prospective Franchisee:

Signature: _____
Name: _____
Effective Date: _____

Signature: _____
Name: _____
Effective Date: _____

Owner of Prospective Franchisee:

Owner of Prospective Franchisee:

Signature: _____
Name: _____
Effective Date: _____

Signature: _____
Name: _____
Effective Date: _____

_____:

_____:

Signature: _____
Name: _____
Effective Date: _____

Signature: _____
Name: _____
Effective Date: _____

EXHIBIT I
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:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	September 10, 2024

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.



EXHIBIT J

RECEIPT



RECEIPT
(Retain This Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If CORE Group Restoration Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, CORE Group Restoration Franchising, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires CORE Group Restoration Franchising, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If CORE Group Restoration Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit C.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Daniel Cassara, Allen Reid and _____, CORE Group Restoration Franchising, LLC, 720 Brazos Street, Suite 1200, Austin, TX 78701; (877) 219-6168

Issuance Date: August 30, 2024

I received a disclosure document issued August 30, 2024 which included the following exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	List of State Administrators/Agents for Service of Process
Exhibit D	State Addenda and Agreement Riders
Exhibit E	Brand Standards Manual Table of Contents
Exhibit F	List of Current and Former Franchisees
Exhibit G	Contracts for use with the CORE Group Restoration Franchise
Exhibit H	Notice of Restrictive Covenants
Exhibit I	State Effective Dates
Exhibit J	Receipt

Date Signature Printed Name

Date Signature Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.



RECEIPT
(Our Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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Exhibit H	Notice of Restrictive Covenants
Exhibit I	State Effective Dates
Exhibit J	Receipt

Date Signature Printed Name

Date Signature Printed Name

Please sign this copy of the receipt, date your signature, and return it to CORE Group Restoration Franchising, LLC, 720 Brazos Street, Suite 1200, Austin, TX 78701.

