

FRANCHISE DISCLOSURE DOCUMENT

H&R BLOCK TAX SERVICES LLC

A Missouri limited liability company

One H&R Block Way

Kansas City, Missouri 64105

Phone: 816-854-3000

www.hrblock.com



As a franchisee, you will operate a tax return preparation business and may have the right to offer bookkeeping and payroll services.

The total investment necessary to begin operation of an H&R Block franchise in a new territory is \$31,557 to \$149,398; however, for offers that include the purchase of an existing office, the total investment will vary depending on the value of the particular office purchased. This investment includes an initial franchise fee for each H&R Block franchise of \$2,500 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Undefined capitalized terms used in this disclosure document have the meaning assigned to them in the Franchise License Agreement attached as Exhibit F-1. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no government agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, such as a lawyer or 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, D.C. 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: July ~~27~~²⁹, ~~2018~~²⁰¹⁹

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrators listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN MISSOURI. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN MISSOURI THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MISSOURI LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE BUSINESS OF THE FRANCHISE GENERATES ITS MOST SIGNIFICANT INCOME ONLY DURING THE PERIOD FROM JANUARY 1 THROUGH APRIL 15.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

EFFECTIVE DATES OF STATE REGISTRATIONS

State	State Effective Date of Franchise Disclosure Document Issued July 27, ~~2018~~ <u>2019</u>
California	July ~~16~~ <u>1</u> , ~~2018~~ <u>2019</u>
Florida	February 24, ~~2018~~ <u>2019</u>
Hawaii	PENDING
Illinois	July ~~27~~ <u>29</u> , ~~2018~~ <u>2019</u>
Indiana	September 30, 2004
Kentucky	November 2, 1994
Maryland	PENDING
Michigan	August 5, ~~2018~~ <u>2019</u>
Minnesota	PENDING
Nebraska	August 7, 2008
New York	November 1, 2004
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	PENDING
Texas	July 25, 2008
Utah	June ~~27~~ <u>3</u> , ~~2018~~ <u>2019</u>
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING
In all ~~the~~ other states, the effective date is the issuance date	July ~~27~~ <u>29</u> , ~~2018~~ <u>2019</u>

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

The Franchisor

H&R Block Tax Services LLC, a Missouri limited liability company, organized in the State of Missouri, is the franchisor in all states in which franchises are granted. All business is conducted under the name of H&R BLOCK® (“H&R Block”).

H&R Block Tax Services LLC is referred to as “we”, “us”, or “our” in this disclosure document. We maintain our principal place of business at One H&R Block Way, Kansas City, Missouri 64105.

State administrators and agents for service of process are listed in Exhibit A.

Since July 1, 2008, we have offered franchise licenses to operate offices that offer income tax return preparation, related products and services, bookkeeping, payroll services, and training (the “Franchised Business”). Our affiliates own and operate businesses that offer the same products and services as the Franchised Business under the name of H&R Block. Your direct competition from national and local tax return tax preparation firms will include our affiliates (see Item 12 Territory).

Our Predecessors and Affiliates

We are an indirect, wholly-owned subsidiary of H&R Block, Inc., a Missouri corporation (“Parent”).

Our Parent developed and subsequently assigned to us a distinctive system for the establishment and operation of tax return preparation businesses and performance of related services (“System”). The distinguishing characteristics of the System include distinctive exterior and interior design; proprietary processes, methods, and software; standards, specifications, and procedures for operations; procedures for management control; training, and assistance; and advertising and promotional programs. The System may be changed, improved, and further developed by us.

The System is identified by certain trade names, service marks, trademarks, and logos, including the mark H&R BLOCK® or any mark designated by us, for use with the System (“Proprietary Marks”).

Our Parent was incorporated in Missouri on July 27, 1955, and maintains its principal place of business at One H&R Block Way, Kansas City, Missouri 64105. Our Parent conducts business through its affiliates under the names of H&R BLOCK and BLOCK ADVISORS®.

From 1955 through 1993, our Parent (directly or through wholly-owned subsidiaries) operated, and from 1957 through 1993, franchised others to operate, offices (sometimes referred to as “outlets”) engaged in the preparation of federal, state, and local tax returns. In 1965 our Parent decided to grant franchises for smaller communities, generally with populations of 15,000 or less. Before 1965 our Parent granted franchises, known as “major franchises,” for larger areas, typically one or more counties or all or part of a state, and allowed those franchisees to grant franchises of their own within their areas. Affiliates of our Parent reacquired our only remaining major franchisee on November 3, 2008, and nearly all of their subfranchisees became our direct franchises. Major franchise agreements are no longer offered. In 1993 our Parent established our predecessor, H&R Block Tax Services, Inc., to handle its franchise operations and assigned to it the assets and goodwill of its Tax Operations division. Our predecessor granted franchises from March 31, 1993, through June 30, 2008. On July 1, 2008, our predecessor transferred its assets and goodwill, including all franchise agreements, to us by a merger.

Our Parent unconditionally guarantees our performance. This Guarantee of Performance is attached to this disclosure document as Exhibit C.

On March 31, 1993, our Parent assigned to HRB Innovations, Inc. (formerly HRB Royalty, Inc.), our affiliate, the Proprietary Marks used in the System. The principal place of business for HRB Innovations, Inc., is 2215-B Renaissance Drive, Las Vegas, Nevada 89119. HRB Innovations, Inc., was incorporated in Delaware ~~in~~ on February 10, 1993. Under a license agreement dated April 1, 1993 (the "License Agreement"), HRB Innovations, Inc., has licensed us to use and to license others to use the Proprietary Marks.

Our affiliate, Emerald Financial Services, LLC, a Delaware limited liability company, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, facilitates the offering of certain Axos Bank® ("Axos"), f/k/a BofI Federal Bank (~~"BoFI"~~), financial products and services that you may offer to clients served by your Franchised Business. These products include the H&R Block Emerald Prepaid Mastercard®, Refund Transfers ("RTs"), H&R Block Emerald Advance Line of Credit®, and H&R Block Emerald Savings®.

Our affiliate, Franchise Partner, Inc. ("FPI"), a Nevada corporation, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, offers commercial financing to H&R Block franchisees, subject to credit approval. FPI offers ~~an Annual Payments, Adjustable Rate, a~~ Term Loan-Credit Agreement (~~"APARTL"~~) to franchisees, which may be used by you to acquire an H&R Block franchise, acquire another tax preparation business, buy out a partner, refinance a U.S. Small Business Administration loan, or to comply with brand office standards upgrades. FPI also offers an annual Short-Term Loan to franchisees, which may be used by you to cover some of your operating and related expenses prior to the end of each Tax Season. You may not use any loan proceeds for personal, family, or household purposes.

Our affiliates, HRB Innovations, Inc. (described above) and Companion Insurance, Ltd., a Missouri corporation, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, assist with the service and administration of the Peace of Mind® Extended Service Plan ("POM") and the POM Protection Program. In addition, it is required that you purchase Errors & Omissions, General Liability, and Property (contents, betterments, and improvements only) insurance coverage. You may purchase coverage through an independent provider or take advantage of the program administered by our affiliate H&R Block Insurance Agency, Inc., a Delaware corporation, at One H&R Block Way, Kansas City, Missouri 64105.

Except as otherwise described in this Item 1, neither we nor our Parent, predecessor, or affiliates currently offer or have offered franchises in any other lines of business.

International Franchisor Affiliates

We have existing international franchise agreements but no longer offer franchises outside of the United States and certain United States territories. The following affiliates offer H&R Block franchises outside of the United States and in some United States territories.

HRB International LLC, a Missouri limited liability company, with a principal place of business at One H&R Block Way, Kansas City, Missouri 64105, is the franchisor of offices in foreign countries and in certain U.S. territories. It does not directly own or operate tax preparation businesses, but only offers licenses through its respective franchisees to conduct business under the H&R Block name. Since August 2013, it has offered franchisees licenses to establish offices that offer the Franchised Business

outside of the United States. Neither HRB International LLC, nor any predecessor, has offered franchises in any other line of business, and it owns a majority interest in the following ~~entities~~entity:

~~H&R Block Semco Consulting Ltda., a Brazil limitada, Avenida Eusébio Matoso, 690 – 8º andar – Pinheiros, São Paulo 05423-000, Brazil, which owned and operated tax preparation businesses in Brazil; and~~

H&R Block (India) Private Limited, an India private limited company, F3, Two-Way Green Apts., Off Apte Road, Shivaji Nagar, Pune 411004, India, which owns and operates tax preparation businesses in India.

H&R Block Canada, Inc., a Canadian corporation and an indirect wholly-owned subsidiary of our Parent, has served as the franchisor of the H&R Block System in Canada since 1964. Since 1964 H&R Block Canada, Inc., has both owned and operated tax preparation businesses and licensed others to operate Franchised Businesses under a franchise agreement. H&R Block Canada, Inc. was organized in Canada on December 12, 1963, with a principal place of business at Suite 2600, 700 - 2 Street SW, Calgary, Alberta T2P2W2, Canada. H&R Block Canada, Inc. has not offered franchises in any other line of business.

HRB Innovations, Inc., (described above) has served as the franchisor of the H&R Block System in Australia since 1994. H&R Block Limited, an entity organized under the laws of New South Wales, with a principal place of business at 265 Pennant Hills Road, Suite 1, Thornleigh, New South Wales 2120, Australia, served as the franchisor of the H&R Block System in Australia and has owned and operated tax preparation businesses since 1978. H&R Block Limited no longer actively offers franchises in Australia, but remains the franchisor under certain existing franchise agreements. HRB Innovations, Inc. does not own or operate any tax preparation businesses and has not offered franchises in any other line of business.

The Franchise Offered

We offer a franchise agreement, the Franchise License Agreement (“FLA”), attached as Exhibit F-1 to this disclosure document, that grants you the right to operate the Franchised Business using the Proprietary Marks and the System in a given territory for a specific term. You may operate the Franchised Business from any location approved in writing by H&R Block (“Approved Location”) within your Franchise Territory.

There are various ways you may become an H&R Block franchisee, all of which are subject to our sole discretion and approval. The various ways to become a franchisee are described below.

One franchise opportunity is to open a new retail office located within a defined Franchise Territory. We will provide training and support for you to open and operate your Franchised Business. With our approval and support, you will: (1) select an office location, (2) hire and train your staff, and (3) set up your office with furnishings, signage, computers, and other office equipment according to our specifications and requirements. Our marketing materials will be available to help you welcome and attract new clients to this new location.

Another franchise opportunity that may be available is to purchase a furnished and equipped, company-owned, retail office that is currently operated by our affiliate. The Franchise Territory may be offered as a defined or mapped area or as a specific office address. If you purchase a former company-owned, retail office, you will be: (1) authorized to solicit and serve H&R Block’s previously established client base for that office, and (2) provided a list of trained tax professionals previously

employed in that office to consider when making your own hiring decisions. Offices available for purchase may change over time, and we may discontinue offering company-owned offices for sale. If you purchase an office formerly operated as a company-owned retail office, we may not be able to assign the lease for that location. We cannot guarantee that the landlord will consent to assigning the lease for the same space where the company formerly operated the office or that the terms of the lease will be acceptable to you. You are ultimately responsible for negotiating and complying with the terms of your own lease.

A third type of franchise opportunity that may be available is the conversion of an existing tax preparation business to an H&R Block Franchised Business. This type of transaction includes our purchase of all right, title, and interest in your existing client list and all associated Client Data through our Franchise Conversion Agreements that are attached [to this disclosure document](#) as Exhibit G-1 Franchise Conversion Agreement and G-2 Franchise Conversion Agreement with Option to Sell ~~to this disclosure document~~. This type of franchisee is referred to as a “Conversion Franchisee.” The Conversion Franchisee will receive compensation from H&R Block in exchange for the sale of their client list and other assets associated with the existing business. At the time of conversion, all Client Data and any other assets purchased by H&R Block will become H&R Block’s trade secrets and proprietary information. As a Conversion Franchisee, you may be granted the right to continue operating a tax preparation business under the terms and conditions specified in your FLA and Conversion Agreement. If we approve you as a Conversion Franchisee, in addition to executing the FLA, you may also sign an Addendum to Franchise License Agreement Conversion Royalty Credit, attached as Exhibit F-6 to this disclosure document. Since this opportunity will be offered at our discretion only to prospects currently operating independent tax return businesses, your eligibility for this amendment is not guaranteed. Subject to conditions described in the amendment, we will credit you for royalties you would otherwise owe on revenue received from clients that you previously prepared and filed a tax return for prior to converting to an H&R Block franchisee, if these clients return to your Franchised Business in subsequent years. This credit is not transferrable and will expire at the end of your FLA term. At our sole discretion, H&R Block may provide certain computer equipment at no cost to the Conversion Franchisee as a condition of converting the existing business to an H&R Block Franchised Business. Your eligibility to qualify for computer equipment is not guaranteed, and we are under no obligation to provide you with this offer. If you are offered a franchise opportunity as a Conversion Franchisee and you operate a bookkeeping or payroll business in addition to tax return preparation, H&R Block may purchase all right, title, and interest in your existing bookkeeping or payroll business client lists and all associated Client Data. See below for more details regarding the H&R Block Small Business program.

In addition to any Approved Location in which we authorize you to operate a Franchised Business, you may also be offered an opportunity to operate an H&R Block office in certain national or regional retail stores or military bases or installations located within your Franchise Territory under any applicable agreements between H&R Block and national or regional retail businesses or military or other government installations.

We may offer an assisted acquisition program to existing franchisees that we determine in our sole discretion to be qualified. Under the assisted acquisition program, we provide financial assistance to franchisees that purchase existing, independent tax return businesses.

Your Franchised Business will prepare federal, state, and local tax returns, principally during the period from the first weekday after January 1 through April 15 (or the last date on which individual federal income tax returns may be filed without receiving an extension of time or incurring any penalty for late filing) of each year (“Tax Season”). Preseason hours will be required; and, under certain circumstances, you may be required to sign an amendment to extend your Preseason office hours. The Amendment to

Franchise License Agreement Extension of Preseason Hours is attached as Exhibit F-3 to this disclosure document.

The tax preparation business is well developed. You may have to compete with national and local tax return preparation firms including other H&R Block offices, Block Advisor offices, bookkeeping services, accountants, and lawyers, and with the Internal Revenue Service and governmental agencies in certain states that offer free assistance to some individuals in the preparation of their federal or state tax returns. In addition, a substantial number of people prepare their own tax returns using software, the internet, or other means including software and internet services offered by us or our affiliates.

Your tax professionals will prepare tax returns and schedules based on information supplied by the taxpayer, sign the returns as tax preparers in the manner required by law, provide the tax returns to the taxpayer for signature and payment of any taxes due, and e-file tax returns for taxpayers when applicable.

You will be required to guarantee that the tax returns that you and your employees prepare are prepared correctly, based on the information the taxpayer provided. If you or your employees make an error in the preparation of a tax return, you must pay any penalties and interest on additional taxes assessed against the taxpayer solely by reason of that error. If a return is audited, you are (if requested by the taxpayer) required to provide tax notice services to the taxpayer.

You are also required to offer electronic filing of income tax returns and may offer other products and services that may or may not be related to tax preparation that we specify in the Policy and Procedure Manual (“Manual”) or otherwise require you to offer. Currently, you must offer the following products and services: electronic filing of income tax returns, facilitating RTs, the H&R Block Emerald Prepaid Master Card[®], Peace of Mind[®], Tax Identity Shield[®], the standard guarantee, tax notice services through our Tax Resolution System, and Second Look reviews.

We continually look for opportunities to provide our clients with new products and services and, if developed, we may require franchisees to offer these products or services to clients.

In addition to preparing income tax returns, you may (but will not be required to) hold instructional courses to train others in the preparation of income tax returns. Courses are typically conducted in the months of September, October, and November for people who desire to learn how to prepare their own income tax returns or who wish to prepare income tax returns for others.

You may be authorized to offer optional services (“Optional Services”) from your Franchised Business in our sole discretion. One of our Optional Services may include Refund Advance (“RA”), an interest-free loan repaid from a client’s tax refund. You may be responsible for a portion of the cost associated with the loan and may be required to sign an agreement with the entity that is offering the product or service.

H&R Block Small Business services is another one of our Optional Services. If H&R Block authorizes you to participate in this program, you must sign an Addendum to the Franchise License Agreement H&R Block Small Business – Standard to offer the services, which is attached as Exhibit F-4 to this disclosure document. Participating Franchisees are authorized to offer bookkeeping, payroll, non-attest and non-audit general accounting services as part of the Franchised Business. Conversion Franchisees that offer similar services in their existing tax preparation businesses are eligible to participate in this program. Conversion Franchisees with existing bookkeeping, payroll, non-attest and non-audit general accounting services, may be authorized to participate in this program and may be offered an Addendum to Franchise License Agreement H&R Block Small Business – Existing Business Service Client Base to offer the services in the Franchised Business. The addendum is attached as Exhibit F-5 to this disclosure document.

We may, in our sole discretion, also allow you to offer a Non-H&R Block business at Approved Locations. A Non-H&R Block Business may not use our Licensed Marks in conjunction with the business, is not subject to royalties, and must not be conducted in a manner that causes public confusion with the H&R BLOCK brand or creates the impression that H&R Block endorses the Non-H&R Block Business. If we allow you to offer a Non-H&R Block business, you will be required to sign the Amendment to Franchise License Agreement Non-H&R Block Business, which is attached as Exhibit F-2 to this disclosure document. You will be solely responsible for the operation of your Non-H&R Block business, and must comply with our terms and conditions provided in the Manual to operate it as a separate business.

Industry-Specific Regulations

Tax return preparation is regulated by the Internal Revenue Code, located at Title 26, U.S.C. (the “Code”), and related regulations. In addition to tax return preparation, the Code and its regulations dictate the requirements applicable to tax return preparers and Electronic Return Originators (“EROs”). You must comply with all federal, state, and local laws, and Internal Revenue Service (“IRS”) rules and regulations, including those pertaining to: 1) accuracy of returns prepared, 2) eligibility to participate in the IRS electronic filing program (e-file), 3) tax preparer due diligence requirements for factual matters during the tax preparation process, 4) retention of tax returns prepared, and 5) the eligibility, registration, and licensing of tax return preparers. You will be required to comply with all IRS licensing requirements for both you and your employees, including but not limited to obtaining a Preparer Tax Identification Number (“PTIN”) registration. You will be responsible for costs related to compliance, including the payment of any associated fees and related expenses.

The electronic filing of tax returns is essential to our tax preparation business. You cannot file tax returns electronically unless you obtain an electronic filing identification number (“EFIN”) from the IRS. You must apply for an EFIN far enough in advance of the Tax Season to receive it in time to start processing returns by the start of your first Tax Season. If you or a firm in which you were a principal have been assessed a tax preparer penalty, been convicted of an IRS or monetary crime, failed to file a tax return or pay taxes, or cannot pass an IRS background suitability check, you may be unable to obtain an EFIN. You must apply for and receive an EFIN before signing any binding franchise or other agreement. If you do not have or cannot obtain an EFIN, you cannot operate this franchise.

All states levying a state income tax also regulate tax return preparation. In some states, like California, Connecticut, Maryland, Nevada, New York, and Oregon, tax return preparers must be licensed by the state. You and your employees must comply with all state licensing requirements. H&R Block is not responsible for any costs associated with state licensing or licensing of either you or your tax return preparers.

Some states and localities regulate the facilitation of Refund Transfers and Refund Advances and may require certain consumer disclosures, such as disclosures concerning fees and the timing of funding. Some states also require facilitators to be licensed or registered by the state. You will be required to comply with all applicable disclosure and licensing requirements in your state, including the payment of any associated fees.

Use and disclosure of client tax return information is regulated by Section 7216 of the Code and by the Gramm Leach Bliley Act, 15 U.S.C. Sec. 6801, which requires the provision of an annual privacy policy. The Federal Trade Commission has also issued standards for safeguarding client financial information under 16 CFR Parts 313 and 314. In addition to these federal requirements, some states also regulate the

use and disclosure of client tax return information, including requiring client notification for certain data security breaches.

Most states regulate and require licenses for the operation of proprietary schools, which may include tax return preparation schools. If you choose to operate a tax return preparation school and offer instructional courses to the public as part of your Franchised Business, you must comply with all applicable state regulations and licensing requirements at your expense.

Certain officers and employees of a financial service provider must be licensed and are regulated by the Financial Industry Regulatory Authority (“FINRA”). Anyone making referrals of potential clients for investment services for a commission must be licensed by FINRA.

ITEM 2 BUSINESS EXPERIENCE

President: Karen A. Orosco

Ms. Orosco has served as our President since May 2018, as our Vice President from June 2017 to May 2018, and as our President from December 2016 to June 2017. Ms. Orosco also served for us and various affiliates as Senior Vice President, [USU.S.](#) Retail, since May 2016; as Vice President, Retail Operations Support from November 2013 to May 2016; and as Vice President Field Operations Support from June 2011 to November 2013. Ms. Orosco has also served as Director of H&R Block Eastern Enterprises, Inc., since December 2016, served as Manager for HRB Development, LLC from October 2006 to December 2013; and as Director of Junior Achievement of Middle America from May 2005 to May 2015.

Vice President: Robert J. Moretti

Mr. Moretti has served as Vice President since June 2013. Mr. Moretti also served for us and various affiliates as Vice President, Franchise and Acquisitions & Development, since May 2018; as Vice President, East Market, from May 2016 to May 2018; and Vice President, U.S. Franchise Operations from June 2013 to May 2016. In addition, Mr. Moretti has also served as Vice President of HRB International LLC since June 2018; as Vice President for H&R Block Management, LLC, since February 2015, and for HRB Tax Group, Inc., since June 2013; and as President of Latino Tax and Business Services, LLC, since May 2018.

Vice President, Development and Franchise Strategy: Shawn P. Moore

Mr. Moore has served as Vice President for us and affiliates H&R Block Eastern Enterprises, Inc., and H&R Block Enterprises LLC since November 2013; as Vice President for our affiliate, Latino Tax and Business Services, LLC, since August 2016; as Vice President, Acquisitions and Development, for our affiliates, H&R Block Group, Inc., since May 2016, and H&R Block Management, LLC, since February 2015. In addition, Mr. Moore also served as Vice President for our affiliate H&R Block Tax and Business Services, Inc. from November 2013 to April 2015; and as Vice President for our affiliate HRB Tax Group, Inc. from November 2013 to May 2016.

Vice President and Secretary: Scott W. Andreasen

Mr. Andreasen has served as Vice President and Secretary for us since May 2012 and for our Parent since January 2012. Mr. Andreasen also serves or has served as President and Secretary, President, Vice President and Secretary, Secretary, Assistant Secretary, Manager, or Director for various affiliates since January 2012.

Vice President and Treasurer: Joel L. Campbell

Mr. Campbell has served as Vice President and Treasurer for us and our Parent since October 2013. Mr. Campbell also serves or has served as Vice President and Treasurer, Treasurer, or Director for various affiliates since October 2013. For Western Union in 12500 E. Belford Ave., Englewood, CO 80112, Mr. Campbell served as Vice President and Assistant Treasurer from August 2010 through September 2013.

~~Director-of, U.S. Franchise Non-Multi Operations Support:~~ Roxane Harris

Ms. Harris has served as Director-of, U.S. Franchise ~~Non-Multi Operations-Support~~, since ~~May-2018~~April 2019. Ms. Harris ~~also-served~~ as Director of Franchise Operations Support from May 2018 to April 2019, as Franchise Regional Director from June 2006 to May 2018, and as General Partner of Tutoring Achieves More LLC from May 2012 to September 2018.

~~Director, U.S. Franchise Field Leadership~~Multi-Unit Operations: Marita Roddy

Ms. Roddy has served as Director, U.S. Multi-Unit Operations, since April 2019. Ms. Roddy served as Director, U.S. Franchise Field Leadership-since, from May 2018. ~~Ms. Roddy served to April 2019;~~ as ~~US~~U.S. Franchise Field Leader from April 2017 to May 2018; and as Franchise Regional Director from June 2013 to April 2017.

~~Sales Director: James W. Jorns~~

~~Mr. Jorns~~

Business Development Manager: Suzzanne Lanaman

Mrs. Lanaman has served as ~~Sales Director since May 2011~~Business Development Manager since April 2019. Ms. Lanaman served as A&D Finance Manager from May 2016 to April 2019 and as Field Finance Manager from May 2012 to May 2016.

Note: Unless otherwise indicated, all individuals listed above hold positions at the principal place of business in Kansas City, Missouri.

ITEM 3 LITIGATION

~~Sandra Basile, et al. v. H&R Block, Inc., H&R Block Eastern Tax Services, Inc., and Mellon Bank (Case No. 93-2583). On April 23, 1993, customers filed a class action complaint against the company and a bank in the Court of Common Pleas for Philadelphia, Pennsylvania. The customers allege that, through the refund anticipation loan program, the company violated federal disclosure laws, state interest and consumer fraud statutes, and breached a fiduciary duty owed to its customers. Summary judgment was granted in part and the state claims were remanded to state court, Court of Common Pleas, First Judicial District of Pennsylvania, Philadelphia County (Civil Action No. 3246). The customers filed a motion for class certification in state court. The court denied class certification as to all counts except breach of fiduciary duty. The company filed a motion for summary judgment on that count and the court granted summary judgment in the company's favor. The Pennsylvania Supreme Court reversed and remanded for further determination of whether there was a confidential relationship with tax preparation clients. The Superior Court held that such a relationship exists, and review by the Pennsylvania Supreme Court was denied. The trial court granted the company's motion to decertify the class. The Pennsylvania Superior Court twice has reversed the trial court's decision decertifying the class. Each time the case has been appealed to the Pennsylvania Supreme Court. On the first appeal, the Pennsylvania Supreme Court sent the case back to the Superior Court for further consideration. On September 7, 2012, the Pennsylvania Supreme Court reinstated the trial court's decertification order and remanded the case back to the trial court to litigate plaintiff's individual claim.~~

Lorie J. Marshall, et al. v. H&R Block Tax Services, Inc., et al. (Case No. 02-L-04). This putative class action lawsuit was filed on January 2, 2002, in the Circuit Court of Madison County, Illinois, by plaintiffs alleging deceptive and unfair acts in connection with the company's "Peace of Mind" program, pursuant to which the company pays customers' additional taxes if the liability was not known due to errors made by the tax preparer in preparing the income tax return. The court certified three plaintiff classes and a defendant class. Defendants filed a motion to decertify the classes, which was granted in part and denied in part. The company subsequently removed the case to federal court. The federal court vacated the state court's class certification and required plaintiffs to file a new class certification motion. Plaintiffs' class certification motion was denied in September 2010. The company settled this case in December 2010 for \$200,000.

~~Erin M. McNulty, et al. v. H&R Block, Inc. (Case No. 02-CV-4654). This class action lawsuit was filed against the company in the Court of Common Pleas in Lackawanna County, Pennsylvania on August 30, 2002, by plaintiffs alleging that the company deceptively portrays electronic filing fees as a necessary and required component of standard tax preparation services, and asserting breach of fiduciary duty, breach of contract, breach of the duty of good faith and fair dealing, unjust enrichment and violations of Pennsylvania's Unfair Trade Practices and Consumer Protection laws in connection with electronic filing of tax returns. The trial court denied the company's motion to compel arbitration and the appellate court affirmed. The company's petition for allocatur with the Pennsylvania Supreme Court was denied. The company's petition to the United States Supreme Court for writ of certiorari was denied. In September and October 2007, the court entered orders certifying a state-wide class on the plaintiffs' claim for breach of fiduciary duty. On June 27, 2008, the court granted preliminary approval to a settlement agreement under which the company would pay a maximum of \$2.5 million. The settlement only covers customers at company-owned offices in Pennsylvania who paid a fee for electronic filing. The court gave final approval of the settlement on September 22, 2008.~~

Desiri Soliz, et al. v. H&R Block, et al. (Case No. 03-032-D). This putative class action lawsuit was filed on April 28, 2003, in the District Court of Kleberg County, Texas. The plaintiffs alleged breach of contract, violations of the Texas Insurance Code, breach of fiduciary duty and unjust enrichment in

connection with the Peace of Mind warranty program. The case was removed to federal court, but remanded back to state court. This case was resolved as part of the settlement of the Lorie J. Marshall case (Case No. 02-L-04) discussed above.

Lorie Marshall, et al. v. H&R Block, Inc., et al. (Case No. 03L576). This putative class action lawsuit was filed on May 2, 2003, in the Circuit Court of Madison County, Illinois, by customers alleging breach of contract, breach of fiduciary duty, unjust enrichment, and violation of the Deceptive Business Practices Act in connection with the electronic filing program. Plaintiffs allege that the company failed to disclose to customers that they can mail in their tax returns for free, or file them from their home computers, rather than pay the company to file them electronically. The trial court dismissed this case, but the Illinois Court of Appeals remanded the case to the trial court for further proceedings. In December 2010, the company settled this matter for a total of \$10,000.

Desiri L. Soliz, et al. v. H&R Block, et al. (Case No. 03199D). This putative class action lawsuit was filed in the District Court of Kleberg County, Texas, by customers alleging breach of contract, breach of fiduciary duty, and unjust enrichment in connection with the electronic filing program. Plaintiffs allege that the company failed to disclose to customers that they can mail in their tax returns for free, or file them from their home computers, rather than pay the company to file them electronically. This case was resolved as part of the settlement of the Lorie Marshall case (Case No. 03L576) discussed above.

Edward L. Cain, Jr. v. H&R Block, Inc., RSM McGladrey Business Services, Inc., and RSM McGladrey Employer Services, Inc. (Case No. 1:04-CV-3691-JTC). Plaintiff filed suit in the United States District Court for the Northern District of Georgia in December 2004 alleging that defendants engaged in a variety of activities that were detrimental to his status as a minority shareholder of RSM McGladrey Employer Services, Inc. and asserting claims for common law and federal securities fraud, breach of fiduciary duty and breach of contract. The case was transferred to federal bankruptcy court in October 2006, but the bankruptcy judge ordered that it be transferred back to federal district court. This case was consolidated with the PJ Cannon case referenced below and settled for \$4.325 million in April 2010.

PJ Cannon, et al. v. H&R Block, Inc., a Missouri Corporation, RSM McGladrey Business Services, Inc., f/k/a HRB Business Services, Inc., a Missouri Corporation, and RSM McGladrey Employer Services, Inc., f/k/a MyBenefitSource, a Georgia Corporation (Case No. 2007-CV-137010). Plaintiffs were 13 former employees of RSM McGladrey Employer Services, Inc. who filed suit in the Superior Court of Fulton County, State of Georgia in July 2007 alleging that defendants engaged in various activities that reduced the value of their shares in RSMES and asserting claims for breach of contract, breach of fiduciary duty, fraud and misrepresentation, aiding and abetting and conspiracy. This case was consolidated with the Edward L. Cain case referenced above and settled for \$4.325 million in April 2010.

New York and Mississippi Attorneys General XIRA Litigation and Resulting Class Actions. On March 15, 2006, the New York AG filed suit against the company alleging that the company committed fraud, and breached its fiduciary duty to purchasers of the XIRA product by charging high account fees and failing to disclose them. The company's motion to dismiss was granted and the AG re-filed against several new defendants. After the original suit was filed, a number of "copycat" putative class actions were filed in various jurisdictions around the country. With the exception of two state actions and a suit involving the Mississippi Attorney General, all of these cases were transferred to the United States District Court for the Western District of Missouri for Multi-District Litigation proceedings. A settlement was reached and approved by the federal court in May 2010, encompassing all actions except the suit filed by the Mississippi Attorney General, which remains pending. Under the settlement, the company paid a total of approximately \$14.5 million to the private plaintiffs and their attorneys, the New York Attorney General, and the third-party administrator.

~~Yorbelid Zayas Alavez et al. v. H&R Block Inc. et al. (Case No. CG01955). Plaintiffs filed suit on June 6, 2008 in state court in Fresno, California, alleging that they entered into an oral agreement that the company would provide them with immigration services, and that those services were improperly performed. Plaintiffs brought claims for breach of contract, negligence, negligent infliction of emotional distress, violation of the California business code, and fraud and deceit. Plaintiffs sought actual and punitive damages, civil penalties, attorneys' fees and costs in an unspecified amount. This case settled in June 2009 for \$87,500.~~

United States of America v. H&R Block, Inc.; 2SS Holdings, Inc.; and TA IX L.P. (Case No. 11-CV-00948). The Department of Justice ("DOJ") filed suit in the United States District Court for the District of Columbia on May 23, 2011, to prevent H&R Block from acquiring 2SS Holdings Inc., an entity within TA IX L.P. and the maker of the digital tax preparation product TaxACT. The DOJ alleged that the proposed acquisition of TaxACT violated Section 7 of the Clayton Act, 15 U.S.C. § 25. The district court ruled in favor of the DOJ and entered an order enjoining the proposed acquisition on November 10, 2011. The parties elected not to appeal from that order and agreed to abandon the transaction.

In Re: H&R Block Refund Anticipation Loan Litigation (MDL No. 2373). A series of putative class action lawsuits were filed against H&R Block, Inc., H&R Block Services, Inc., H&R Block Tax Group, Inc., H&R Block Enterprises, Inc., and H&R Block Eastern Enterprises, Inc. in various federal courts beginning on November 17, 2011 concerning the refund anticipation loan (RAL) and refund anticipation check (RAC) products. The plaintiffs generally allege the company engaged in unfair, deceptive or fraudulent acts in violation of various state consumer protection laws by facilitating RALs that were accompanied by allegedly inaccurate TILA disclosures, and by offering RACs without any TILA disclosures. Certain plaintiffs also allege violation of disclosure requirements of various state statutes expressly governing RALs and provisions of those statutes prohibiting tax preparers from charging or retaining certain fees. Collectively, the plaintiffs sought to represent clients who purchased RAL or RAC products in up to forty-two states and the District of Columbia during timeframes ranging from 2007 to the present. The plaintiffs sought equitable relief, disgorgement of profits, compensatory and statutory damages, restitution, civil penalties, attorneys' fees and costs. These cases were consolidated by the Judicial Panel on Multidistrict Litigation into a single proceeding in the United States District Court for the Northern District of Illinois for coordinated pretrial proceedings, styled *IN RE: H&R Block Refund Anticipation Loan Litigation* (MDL No. 2373). The company filed a motion to compel arbitration, which the court granted on July 23, 2014. Plaintiffs filed a petition for appeal to the Seventh Circuit Court of Appeals, which was denied. The consolidated cases were settled for a total sum of \$63,000, and a joint stipulation of dismissal was filed on May 4, 2015.

Manual H. Lopez, III, et al. v. H&R Block, Inc., H&R Block Tax Group, Inc., and HRB Technology LLC (Case No. 1216-CV12290). On April 16, 2012, Lopez filed a putative class action petition against various H&R Block entities in the Circuit Court of Jackson County, Missouri purporting to represent all Missouri citizens for whom H&R Block has charged a compliance fee. Lopez alleges that the compliance fee H&R Block charges its tax preparation clients is deceptive and that H&R Block does not disclose the true nature of the fee. Lopez further alleges that by charging a misleading compliance fee, H&R Block is in violation of the Missouri Merchandising Practices Act and has been unjustly enriched. The trial court denied the company's motion to compel arbitration and the company filed an appeal. On March 8, 2016, the appellate court affirmed the decision of the trial court. The company filed an application for transfer of the appeal in the Missouri Supreme Court, which was denied on June 28, 2016. This case and the Perras case referenced below were settled for a total sum of \$660,000, and the case was dismissed on May 15, 2017.

Ronald Perras, et al. v. H&R Block, Inc., H&R Block Tax Group, Inc., and HRB Technology LLC (Case No. 4:12-cv-00450). On April 19, 2012, Perras filed a putative class action complaint against various H&R Block entities in the United States District Court for the Western District of Missouri attempting to represent all persons in the United States, excluding citizens of the State of Missouri, for whom H&R Block has charged a compliance fee. Perras alleges that the compliance fee H&R Block charges its tax preparation clients is deceptive and that H&R Block does not disclose the true nature of the fee. Perras further alleges that by charging a misleading compliance fee, H&R Block is in violation of the Missouri Merchandising Practices Act (and other state consumer protection statutes) and has been unjustly enriched. The trial court compelled arbitration with respect to the compliance fee charged to Perras during the 2011 Tax Season, and denied Perras's motion for class certification with respect to the compliance fee charged during the 2012 Tax Season. Plaintiff appealed the trial court's denial of class certification, and the court of appeals affirmed that denial on June 18, 2015. In January 2016, plaintiff filed an amended complaint asserting claims of violation of Missouri and California state consumer laws, money had and received, and unjust enrichment along with a motion to certify a class of all persons (excluding Missouri citizens) who were charged a compliance fee by the company in California. The company subsequently filed a motion for summary judgment on all claims. On April 29, 2016, the court granted the company's motion for summary judgment on all claims and denied plaintiff's motion for class certification as moot. Plaintiff filed an appeal with the Eighth Circuit Court of Appeals. This case and the Lopez case referenced above were settled for a total sum of \$660,000, and the case was dismissed on May 15, 2017.

Form 8863 Class Actions. A series of putative class action lawsuits were filed against the company in various federal courts and one state court beginning on March 13, 2013. Taken together, the plaintiffs in these actions purport to represent clients nationwide who filed Form 8863 during Tax Season 2013 through an H&R Block office or using H&R Block at Home® online tax services or tax preparation software, and allege breach of contract, negligence and violation of state consumer laws in connection with transmission of the form. The plaintiffs seek damages, pre-judgment interest, attorneys' fees and costs. In August 2013, the plaintiff in the state court action voluntarily dismissed her case without prejudice. On October 10, 2013, the Judicial Panel on Multidistrict Litigation granted the company's petition to consolidate the remaining federal lawsuits for coordinated pretrial proceedings in the United States District Court for the Western District of Missouri in a proceeding styled *IN RE: H&R BLOCK IRS FORM 8863 LITIGATION* (MDL No. 2474/Case No. 4:13-MD-02474-FJG). On July 11, 2014, the MDL court granted the company's motion to compel arbitration for those named plaintiffs who agreed to arbitrate their claims. Plaintiffs filed a consolidated class action complaint on October 3, 2014. The company filed a motion to strike the class allegations relating to those clients who agreed to arbitration, which the court granted in January 2015. The parties subsequently reached an agreement to settle the remaining claims for \$150,000, subject to court approval. The court granted preliminary approval of the settlement on January 12, 2016, and final approval on May 23, 2016.

Free File Litigation. On May 6, 2019, the Los Angeles City Attorney filed a lawsuit on behalf of the People of the State of California in the Superior Court of California, County of Los Angeles (Case No. 19STCV15742) styled *The People of the State of California v. H&R Block, Inc., et al.* H&R Block subsequently removed the case to the United States District Court for the Central District of California (Case No. Case 2:19-cv-04933-ODW(ASx)), where the case is currently pending. The complaint alleges that H&R Block engaged in unfair, fraudulent and deceptive business practices and acts in connection with the IRS Free File Program in violation of the California Unfair Competition Law, Business and Professions Code §§17200 *et seq.* The complaint seeks injunctive relief, restitution of monies paid to H&R Block by persons in the State of California who were eligible to file under the IRS Free File Program for the time period starting four years prior to the date of the filing of the complaint, pre-judgment interest, civil penalties and costs. On May 17, 2019, a putative class action complaint was filed against the company in the Superior Court of the State of California, County of San Francisco (Case

No. CGC-19576093) styled *Pelanatita Olosoni and Derek Snarr v. H&R Block, Inc., et al.* H&R Block subsequently removed the case to the United States District Court for the Northern District of California (Case No. 3:19-cv-03610-SK), where the case is currently pending. The plaintiffs seek to represent both nationwide classes and California subclasses of all persons who paid to file one or more federal tax returns through H&R Block's internet-based filing system even though they were eligible to file those tax returns for free under IRS Free File or H&R Block Free File between May 17, 2015 and the present. The plaintiffs generally allege unlawful, unfair, fraudulent or deceptive business practices or acts in violation of the California Consumers Legal Remedies Act, California Civil Code §§1750, *et seq.*, False Advertising, Business and Professions Code §§17500, *et seq.*, and Unfair Competition Law, Business and Professions Code §§17200 *et seq.*, in addition to breach of contract and unjust enrichment. The plaintiffs seek declaratory and injunctive relief, disgorgement, restitution, compensatory damages, attorneys' fees and costs. The lawsuits are ongoing.

The Franklin 1989 Revocable Family Trust v. H&R Block Tax Services LLC (Claim No. 77 114 00193 10 LGB). On May 12, 2010, the claimant, a franchisee of the company, filed a Demand for Arbitration against the company with the American Arbitration Association alleging claims for a declaration and injunction that Franklin could not be required under its franchise agreements to use the company's tax return preparation software and financial reporting system, violation of the California Franchise Investment Law, breach of contract, and for a finding that the company was equitably estopped from requiring and had waived its right to require use of its software by Franklin. In June 2010, the company filed an Answering Statement denying all of the claims alleged. Subsequently, in August 2011, the parties agreed to a settlement of the matter pursuant to which the company purchased the franchisee's tax return preparation business in two areas for \$850,000, and the franchisee entered into a noncompetition agreement with respect to those two areas. Pursuant to the settlement, all of the franchisee's claims in the arbitration were dismissed with prejudice.

Vocational Consultants, LTD, et al. v. H&R Block Tax Services LLC, et al. (Case No. 13-L-11). Plaintiffs filed suit in the Circuit Court of Crawford County, Illinois in September 2013, and allege that the company violated the Illinois Franchise Disclosure Act and the Illinois Consumer Fraud and Deceptive Business Practices Act by taking over two franchise offices operated by plaintiffs in Robinson and Marshall, Illinois after plaintiffs failed to have a valid Electronic Filing Identification Number (EFIN) and were unable to electronically file tax returns during the 2013 Tax Season. Plaintiffs claim that the company interfered with their property and business rights by taking over the offices and terminating plaintiffs' franchise agreement. The lawsuit is ongoing company reached an agreement to settle the case for \$840,000 in December 2018.

~~Milton Devore v. H&R Block Tax Services LLC, et al. (Case No. 2:16-cv-00946). This case was filed on November 12, 2015 and is now pending in the United States District Court for the Central District of California. In his complaint, plaintiff, a former franchisee of the company, alleged breach of contract, tortious interference with contract and prospective business advantage, intentional and negligent misrepresentation, intentional infliction of emotional distress, violation of California Corporations Code § 31220, violation of California's unfair business practices statute, and a claim for declaratory relief, all based on alleged misrepresentations by the company concerning plaintiff's ability to acquire additional franchised offices and the company's termination of plaintiff's franchise agreement based on its determination that plaintiff had breached his in term covenant not to compete. The complaint sought in excess of \$500,000 on each count. The company denied plaintiff's claims and filed counterclaims alleging that the former franchisee had breached his covenant against competition, had failed to pay the balance due on a loan made to him by an affiliate of the company, and was liable to the company for the attorneys' fees it had incurred in the action. On May 11, 2016, the court granted the company's motion to dismiss plaintiff's claims that the company had allegedly misrepresented plaintiff's right to acquire additional franchises. On March 29, 2018, the court granted summary judgment in favor of the company.~~

~~on all of plaintiff's remaining claims with the exception of his claims for tortious interference with contract and business advantage based on an alleged changing of the lock on his formerly franchised office. The court also granted summary judgment in favor of the company on its counterclaim for damages arising from plaintiff's breach of his franchise agreement and ordered an accounting of the amount owed by plaintiff. On July 18, 2018, the parties agreed to a joint settlement of this case and Charles Todd, et al. v. H&R Block Tax Services LLC, et al. (Case No. 2:16-cv-04330), with which this case had been consolidated. Pursuant to the settlement, plaintiffs in both actions agreed to pay the company a total of \$325,000 in settlement of the company's counterclaims in both actions, and plaintiff in this action agreed to dismiss his remaining claim with prejudice. The cases have not yet been formally dismissed.~~

~~Charles Todd, et al. v. H&R Block Tax Services LLC, et al. (Case No. 2:16-cv-04330). On June 16, 2016, the plaintiffs, a former franchisee and its principal, filed suit in the United States District Court for the Central District of California alleging breach of contract, tortious interference with contract and prospective business advantage, fraud, violation of California Corporations Code § 31220, and violation of California's unfair business practices statute, all allegedly arising out of the company's termination of plaintiffs' franchise agreement based on its determination that plaintiffs had breached their covenant not to compete. The complaint sought in excess of \$500,000 on each count. The company denied those claims and counterclaimed alleging that plaintiffs had breached their covenant against competition, had failed to pay the amount due on a loan made to plaintiffs by an affiliate of the company, and were liable to the company for the attorneys' fees it incurred in the action. On March 29, 2018, the court granted summary judgment in favor of the company on all of plaintiffs' claims. On July 18, 2018, the parties agreed to a joint settlement of this case and Milton Devore v. H&R Block Tax Services LLC, et al. (Case No. 2:16-cv-00946), with which this case had been consolidated. Pursuant to the settlement, plaintiffs in both actions agreed to pay the company a total of \$325,000 in settlement of the company's counterclaims in both actions, and plaintiff in the Devore case agreed to dismiss his remaining claim with prejudice. The cases have not yet been formally dismissed.~~

~~H&R Block Tax Services LLC v. Juan Frias (Case No. 4:18-00053-CV-RK). On January 19, 2018, the company filed suit against former franchisee Juan Frias in the United States District Court for the Western District of Missouri seeking a preliminary injunction and permanent injunction to enforce the post-termination obligations in defendant's franchise agreements and seeking amounts owed to the company by defendant. The parties settled the case in May 2018 for an agreed-upon permanent injunction and payment of \$10,000 by Mr. Frias.~~

Litigation Against Franchisees in the Last Fiscal Year

Suit to Collect Royalty Payments

H&R Block Tax Services LLC, et al. v. Emmerman, Boyle & Associates, LLC, et al., Case No. 4:19-cv-00453 (W.D. Mo. 2019)

Suits to Enforce Restrictive Covenants

H&R Block Tax Services LLC v. John Gregory, Case No. 4:19-cv-00096-BCW (W.D. Mo. 2019)

H&R Block Tax Services LLC v. Jeanette Kindellan, Case No. 1916-cv-03598 (W.D. Mo. 2019)

H&R Block Tax Services LLC v. Kim Santiago, et al., Case No. 4:19-cv-00154 (W.D. Mo. 2019)

Other than the [2419](#) actions stated above, no litigation is required to be disclosed in this disclosure document.

No person previously identified in Item 2 has an administrative, criminal, or civil action pending against that person or entity 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.

No person previously identified in Item 2 has been convicted of a felony charge 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 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.

No person previously identified in Item 2 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 or entity 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.

ITEM 4 BANKRUPTCY

Neither we, any Parent, predecessor, affiliate, officer, or general partner of ours, nor any other person who will have management responsibility relating to the sale or operation of the franchises offered by this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code or any foreign bankruptcy laws required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee of \$2,500 in a lump sum when you sign the FLA. Conversion Franchisees may authorize us to pay this fee from funds they receive when H&R Block purchases their existing client list. If authorized, this payment is made contemporaneously with the sale of the existing business.

The initial franchise fee under the FLA is fully earned when paid, is not refundable under any circumstances, and is charged uniformly to all new franchisees.

Training Fees

We will provide New Franchisee Introduction (for Conversion Franchisees) or New Franchisee Transfer Training (for franchisees acquiring an office by Transfer) prior to the first Tax Season, and New Franchisee Training for Conversion Franchisees prior to the second Tax Season (collectively, “Initial Training”). All new franchisees and designated management personnel will be required to attend Initial Training. We will provide Initial Training and related materials at no charge. You are responsible for the cost of travel, meal, and lodging expenses for yourself and others while attending Initial Training. We will provide additional training for preparing tax returns to you and your employees, some of which may be mandatory or involve an additional fee. Currently, you and your employees may take any training that we offer for a \$35 annual fee per participant. You may be responsible for any expenses or costs related to your employees’ training, such as labor expenses.

All training fees and costs are non-refundable.

ITEM 6 OTHER FEES

OTHER FEES			
Type of Fee	Amount	Date Due	Remarks
Royalty	60% of the first \$5,000 of revenue received by the Franchised Business during each calendar year for Authorized Services (includes Required Services and Optional Services), less applicable sales taxes collected and remitted to appropriate taxing authorities, and less revenue from the sale of products or services subject to a Product-Specific Royalty Rate, incentive rates paid to Franchisee, or otherwise designated as royalty free (50% if paid to us within 4 days after the end of the Reporting Period to which the royalty relates and no other amounts payable are overdue)	Payable to us within 30 days after the end of each Reporting Period on the revenue for the previous Reporting Period. Royalty Fees will be reduced if the Royalty Fees are paid to us within four (4) days of the end of the previous Reporting	Revenue means all revenue received by you, directly or indirectly, from all sales of products and services by the Franchised Business. Reporting Period means those periods (1) beginning on the first day and the sixteenth day of the months of February through March and on the first day of the months of May through January and ending, with respect to those periods beginning on February 1 and March 1, on the fifteenth day of each such month and, with respect to all other such periods, on the last day of each such

OTHER FEES			
Type of Fee	Amount	Date Due	Remarks
	and 40% on the revenue received during each calendar year in excess of \$5,000 (30% if paid to us within 4 days after the end of the Reporting Period to which the royalty relates and no other amounts payable are overdue). However, all revenue in any calendar year that is in excess of the average revenue of the Franchisee for the 2 previous calendar years is subject to a Royalty Fee of 20% if paid to us not later than 4 days after the end of the Reporting Period to which the royalty relates. You are not eligible for the 20% royalty rate (the "Incentive Royalty Rate" until you have completed 2 full Tax Seasons and have established your own incentive base. Revenue from business services is subject to a Product Specific Royalty Rate of 15% (10% if paid to us within 4 days after the end of the reporting Period to which the royalty relates and no other amounts payable are overdue). Revenue from fees charged for a Second Look review are subject to a 20% Product Specific Royalty Rate. Revenue from the sale of certain products is royalty free.	Period.	month; and (2) beginning on April 1 and ending on the last day of the Tax Season and beginning the following day and ending on the last day of April. Use of our Point of Sale and Financial Information Network (FIN") Systems are required for reporting to us.
POM Extended Service Plan and POM Protection Program	The Peace of Mind® Extended Service Plan ("POM") is a required service and you must participate in the POM Protection Program. Each POM unit sold will be subject to both a 20% Product Specific Royalty payable to us and a designated-premium charge. Claims are subject to a \$50 deductible per claim only after notification of claim approval. All costs associated with POM are charged and collected by H&R Block, its affiliate or third parties and are subject to change. The premium costs are determined annually based on annual actuarial evaluations and will be released to you each year prior to the Tax Season.	See above for payment of royalties. The premium cost and deductible payments are due as incurred and paid as we direct.	POM revenue is reported under revenue as described in the above Royalty Remarks. The per premium costs are to be paid by you and remitted to H&R Block Insurance Agency, Inc., our affiliate, for remittance to a commercial insurance carrier licensed to do business in the United States to cover the cost of the POM Protection Plan. You will remit the deductible payments along with the claim number to H&R Block Insurance Agency, Inc. in a manner as we direct. See the discussion of POM under Item 8 and the Peace of Mind Franchise Acknowledgement at Exhibit I-2.
Transfer	\$2,500	Prior to approval of Transfer	Block may, in its sole discretion, waive the payment of the \$2,500 Transfer fee if: 1) in the case of a Transfer from Franchisee, if Franchisee is an individual, to a spouse, child, or sibling; or 2) if Franchisee is not an individual, in the case of a Transfer of a majority stock ownership or controlling general partnership interest in a Controlled Entity, to a spouse, child, or sibling.
Audit	Cost of inspection or audit	As incurred	Payable only if audit shows an understatement of at least 2% of ~~gross revenue sales for any month received for Authorized Services.~~

All fees are uniformly imposed by and payable to us or our affiliates as described above and are nonrefundable. Conversion Franchisees may be eligible to receive a credit, during the term of the initial

FLA, for royalties paid on certain revenue received from the clients whose data we purchased in the initial conversion transaction if these clients continue returning to the Franchised Business in subsequent years.

Upon notice from us, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the royalty fee payments. You will authorize a debit from your business checking account for the royalty fee payments on their due dates. Funds must be available in your business checking account for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT					
Type of expenditure	New Outlet Amount From To		Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (1)	\$2,500	\$2,500	Lump sum	Upon execution of the FLA	Us
Real property (2) (Estimated cost total is for three (3) months)	1,400	30,000	Monthly	As arranged	Landlord
Leasehold improvements; construction costs (3)	0	50,000	Progress payments	As arranged	Contractor
Signage (4)	1,200	5,000	As arranged	As arranged	Us, carrier, and installers
Furniture and decor items (5)	15,000	23,000	As arranged	As arranged	Suppliers
Equipment (6)	8,000	12,000	As arranged	As incurred	Suppliers and us
Opening (7)	500	1,000	As arranged	As incurred	Suppliers
Pre-opening salaries, travel, and initial training (8)	1,500	3,000	As arranged	As arranged	Suppliers of transportation, food, and lodging
Start-up supplies (9)	500	500	As arranged	As incurred	Suppliers and us
Insurance (10)	477	798	As arranged	As incurred	Insurers
Zoning expenses (11)	0	500	As arranged	As incurred	Various government entities
Utility deposits (12)	50	300	As arranged	As incurred	Landlord, utility companies
Architect design (13)	0	4,500	As arranged	As incurred	Architect
Professional fees (14)	0	2,500	As arranged	As incurred	Professionals
Additional funds (15)	430	12,000	As arranged	As incurred	Various
Applicable business licenses, if required (16)	0	1,800	As arranged	As incurred	Various government entities
TOTAL (17)	\$31,557	\$149,398			

Notes:

(1) The initial franchise fee is not refundable as described in Item 5.

(2) You will need 800 to 1,200 square feet of interior space per retail outlet for the Franchised Business, as well as parking facilities for at least 5 automobiles. Parking facilities may include street parking, shopping mall parking lots, or other facilities. This square footage is typically sufficient to provide for 5 to 6 workstations, a reception area, and back office support area. The cost per square foot of leasing commercial space varies considerably depending on the location and market conditions affecting commercial property. We estimate the annual costs of leasing commercial space to be anywhere from \$7 to \$100 per square foot. This figure includes the cost of security deposits of one-month's rent that may be required by the landlord. Although it is anticipated that you will lease commercial space for the Franchised Business, if you buy unimproved property and construct and build out the space, the cost may be significantly more. We do not recommend purchasing real estate when

compared to leasing space. This practice contains risk beyond our area of expertise. This investment is nonrefundable.

(3) You may need to install at least some wiring and lighting. The cost will vary depending on the condition of the premises and typically averages \$20 to \$30 per square foot. This investment is nonrefundable. The cost of leasehold improvements will vary greatly based on the condition of the real estate you secure. Depending on your negotiations, these costs may be partially or fully offset by the landlord's willingness to cover some of the build-out costs.

(4) You will need to install signage and pay the prepaid freight. Depending on your location, you may also need to obtain your landlord's approval and city permits for your signage. This may result in additional cost to you if you are required to obtain a site survey for the proposed signage. This investment is nonrefundable.

(5) You will have the option to either self-install furniture and decor items or choose professional installation at an additional fee. The cost information provided is representative of a complete office furniture package with 6 workstations. This investment is nonrefundable.

(6) You must have certain computer equipment including the items listed in Item 11 under the Computer System section in this disclosure document or in the Manual under the technology section. A multi-line telephone or telephone system is also required. We presently offer all hardware (server, POS, backup, router, workstations and peripherals) free of charge to a new ~~conversion franchisee~~, [Conversion Franchisee](#) and offer a basic kit to assisted acquisition candidates. Items such as a fax and copy machine are optional equipment that you may choose to purchase. Estimated costs for these items are included in the totals listed. This investment is nonrefundable.

(7) Before opening the Franchised Business, the advertising that you will need consists of media buys. This investment is nonrefundable.

(8) You will incur salary, travel, lodging, and food expenses. You will also incur expenses associated with our initial training program. For this training program, we provide instructors and instructional materials, but you must arrange and pay for transportation, lodging, and food for yourself and your employees that attend. You are also responsible for any wages for your employees. The cost will depend on the distance you must travel and the type of accommodations you choose. The amounts on the chart include the 3-month period following the opening of the Franchised Business. This investment is nonrefundable.

(9) We estimate that the range listed will be sufficient to cover standard office and cleaning supplies for 3 months following the opening of the Franchised Business. This investment is nonrefundable.

(10) Except as otherwise noted, the figures in the chart are annual expenses. You may purchase required insurance through an independent provider or take advantage of insurance made available to you through a program administered by H&R Block Insurance Agency, Inc. Through the Franchise Insurance Program, you will be able to secure Errors & Omissions, General Liability, and Property (contents, betterments, and improvements only) insurance coverage. The insurance premium is billed on an annual basis. The coverage period is from January 1 to December 31 with no proration for partial year coverage. The insurer may require you to pay your entire annual premium in advance. This investment is nonrefundable.

(11) Unless you must obtain a variance, waiver, or otherwise alter current zoning conditions, you are not expected to incur zoning expenses. If you do incur these expenses, this investment is nonrefundable.

(12) We estimate that you will need to provide deposits for utilities. The amount of these deposits varies depending on the practices of utility companies. This investment may be refundable.

(13) You may want to employ a qualified architect to prepare preliminary and final architectural drawings for the Approved Location, but that would be unusual. This investment is nonrefundable.

(14) You may want to employ an attorney, accountant, and other consultants. Costs for these services will vary. This investment is nonrefundable.

(15) You will need capital to support ongoing expenses, such as payroll and utilities, to the extent these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount listed will be sufficient to cover ongoing expenses for the start-up phase of the Franchised Business, which we calculate to be 3 months. This is only an estimate and there is no assurance that additional working capital will not be necessary during this start-up phase or thereafter. This investment is nonrefundable.

(16) Some states and local governments regulate various industries. Consequently, you may incur costs associated with business licensing, tax preparer certification and registration for your employees, and other applicable registrations. You will be required to comply with these requirements and pay all associated fees. This investment is nonrefundable.

(17) We relied upon our Parent's and our collective experience of over 60 years in the industry to compile these estimates to assist franchisees with establishing offices. Since these estimates are based on costs to establish a new, single retail office, the initial investment required for a franchise transaction for the purchase of multiple offices or an established Franchise Territory will be more. During the preceding Fiscal Year, ~~there was a company-owned outlet sale of 4 company-owned offices, which~~ or territory ~~sold for a total of \$820,000 and for which the average amount of one office~~ \$605,000 that exceeded the highest initial investment for the sale of one office by ~~\$55,602~~ 455,602. The total estimated value depends on the number of offices within the territory, the size and condition of the leased premises for each office, and whether upgrades to signage, equipment, furniture, and décor are required to comply with the Manual. You should review these estimates carefully with a business advisor before deciding to acquire the franchise. Although we do not offer financing directly or indirectly for any part of the initial investment, our affiliate, Franchise Partner, Inc., offers financing as described in Item 10. The availability and terms of financing depend on many factors including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Franchised Business according to our System and our System standards. System and System standards may: (1) regulate, among other things, the types, models, and brands of required fixtures, furnishings, equipment, signs, materials, and supplies to be used in operating your Franchised Business; (2) require or authorize products and product categories, computer hardware and software (some software is proprietary to us); and (3) designate or approve suppliers of such items. Our System and System standards are set forth in the Manual. We reserve the right to add to and otherwise modify the Manual as we determine is necessary or desirable throughout the term of the FLA. You will be required to comply with any modifications at your expense throughout the term of the FLA.

We or our affiliates negotiate purchase arrangements with suppliers of insurance, some office supplies, and other equipment for the benefit of Franchisees. We do not derive revenue if you purchase or lease

supplies and equipment from suppliers other than purchases from us or our affiliates. We may, in some instances, collect payment from you for remittance to suppliers.

Currently, we have no purchasing or distribution cooperatives. Other than as described below, we provide no material benefits to you based on your purchase of required products or services or use of designated or approved suppliers.

None of our officers have an equity interest in an approved supplier of products or services.

Furniture, Fixtures, Computer Hardware, and Software:

As our tax preparation and processing software programs become more sophisticated, it may be necessary to upgrade or supplement hardware and related items. You must upgrade your computers, modems, and printers, and purchase any additional equipment or software that we specify to accommodate our software, or to improve the overall effectiveness and competitiveness of your Franchised Business.

The standards and specifications for furniture, fixtures, other equipment, methods, systems and computers, including tax preparation software, required to be used in the operation of your Franchised Business are also provided in the Manual, which may refer to particular brands and models. You must furnish and maintain your Franchised Business with furniture and equipment, including desks, chairs, computers, printers, and scanners suitable for the operation of the Franchised Business that comply with our standards and specifications. We require an office module system and some computer equipment to be purchased from an approved supplier. For other computer equipment (such as servers, routers, and other required hardware), you may purchase through suppliers approved by us.

You are required to use only the methods and systems we authorize and approve for use. Your use of any other methods or systems, including the use of any other tax preparation software, in the operation of your Franchised Business without our permission is strictly prohibited. If we determine that your office is not compliant with our office standards and specifications set forth in the Manual, we may require you to upgrade your fixtures, furniture, computers and other equipment.

Products and Services:

You may only offer or sell our products and services according to the terms that we specify in the Manual or through other written communication. You must use our sources to offer or sell the following described products and services.

BeffAxos is the authorized provider for certain financial products, including: the H&R Block Emerald Prepaid Mastercard[®], RTs, H&R Block Emerald Advance Line of Credit[®], and H&R Block Emerald Savings[®]. You are required to annually accept the Franchise Financial Products Distribution Agreement (in substantially similar form to the agreement attached as Exhibit I-3). It governs your conduct when you, your employees, or contractors offer these financial products or services; and you must accept it electronically as we direct before offering **BeffAxos** financial products and services. In addition, to the extent available and you choose to offer Refund Advances as an Optional Service, you may be required to sign a Refund Advance Distribution Agreement. You are not permitted to offer or facilitate any financial products and services through a bank or any other financial services provider other than **BeffAxos**, unless authorized by us in writing.

The Peace of Mind[®] Extended Service Plan (“POM”) is a Required Service that you must offer to taxpayer clients. POM is a service warranty on your tax preparation services and provides tax notice

services in all instances of an audit of the taxpayer client and reimbursement of up to \$6,000 for additional tax assessments due to an error by H&R Block or the Franchised Business. The Peace of Mind Franchise Acknowledgement is attached as Exhibit I-2 to this disclosure document. As a condition to selling POM, you must participate in the POM Protection Program. The POM Protection Program is designed to pay claims for taxes owed to taxpayer clients under the service warranty. The costs associated with the POM Protection Program are determined annually based on annual actuarial evaluations. The costs will be released to you each year prior to the Tax Season.

Tax Identity Shield® is a required product that you must offer to taxpayer clients according to the terms and conditions provided in the Manual. This product is designed to provide additional tax filing protections to clients.

Requirements for offering or selling other products and services are specified in the Manual.

Insurance Requirements. We have agreements with certain insurance carriers to offer you standard forms of business insurance coverage typically required to operate your Franchised Business, including errors and omissions, general liability, and property (contents, betterments, and improvements only) insurance. You may also obtain the required insurance through the Franchise Insurance Program, which offers insurance to franchisees at a special rate. A substantial percentage of our franchisees participate in the program. You must either participate in the Franchise Insurance Program or obtain insurance from a third-party carrier that is rated at least A-VII in the most recent A.M. Best Rating Guide. You must carry the following coverage if purchasing coverage outside of the Franchise Insurance Program: general liability coverage of \$1 million per occurrence with \$2 million in the aggregate, errors and omissions coverage of \$2 million per claim and in the aggregate, as well as 100% replacement cost of property (contents, betterments, and improvements only).

We facilitate collection of premiums for participants in the Franchise Insurance Program through FIN during February or March. Any insurance purchased through the Franchise Insurance Program is a 100%-earned premium, and no pro-rata refunds are issued if you cancel your policy during the year. You may request the Franchise Insurance Brochure from insdept@hrblock.com for further information regarding insurance administered by H&R Block Insurance Agency, Inc.

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.

FRANCHISEE'S OBLIGATIONS		
Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 7, 10, and 16 of FLA	Items 1, 7, 11, and 12
b. Pre-opening purchases/leases	Sections 7, 8, 9, and 10 of FLA	Items 5, 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 7, 8, 9, and 10 of FLA	Items 5, 7, 8, and 11
d. Initial and ongoing training	Section 7 of FLA	Items 5 and 11
e. Opening	Sections 2 and 10 of FLA	Item 11
f. Fees	Sections 4, 5, 6, 7, and 18 of FLA; Section 3 and 4 of POM	Items 5, 6, 7, and 8
g. Compliance with standards and policies/operating manual	Section 10 of FLA	Items 11, 14, 15, and 16
h. Trademarks and proprietary information	Sections 2, 3, 8, 10, 11, 12, and 16 of FLA	Items 13 and 14
i. Restrictions on products/services offered	Sections 2, 3, 8, 10, 12, and 16 of FLA	Item 16

FRANCHISEE'S OBLIGATIONS		
Obligation	Section in Agreement	Disclosure Document Item
j. Warranty and customer service requirements	Section 10 and 22 of FLA	Item 1
k. Territorial development and sales quotas	Sections 2 and 10 of FLA	Items 1 and 12
l. Ongoing product/service purchases	Sections 8, 9, and 10 of FLA	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	Section 10 of FLA	Items 8 and 11
n. Insurance	Section 10 of FLA	Items 1, 6, 7, and 8
o. Advertising	Sections 2, 3, 7, 10, and 16 of FLA	Items 1, 7, 11, 12, and 18
p. Indemnification	Section 21 of FLA	None
q. Owner's participation/management/staffing	Sections 7, 10, and 19 of FLA	Item 15
r. Records and reports	Sections 6, 7, 10, 11, and 22 of FLA	Item 17
s. Inspections and audits	Section 11 of FLA	Item 6
t. Transfer	Sections 17, 18, 20, and 22 of FLA	Item 17
u. Renewal	Section 4 of FLA	Item 17
v. Post-termination obligations	Sections 12 and 16 of FLA	Item 17
w. Non-competition covenants	Section 12 of FLA	Item 17
x. Dispute resolution	Section 29 of FLA	Item 17
y. Other (describe)	None	None

ITEM 10 FINANCING

We are unable to estimate any financing terms or whether you will be able to obtain financing for all or any part of your investment.

Except as described below, we do not offer, directly or indirectly, any arrangement for financing your initial investment or the costs associated with the initial operation of your Franchised Business.

Our affiliate, Franchise Partner, Inc. ("FPI"), offers commercial financing to H&R Block franchisees, subject to credit approvals. No payment is required to H&R Block Tax Services LLC or to any affiliate for the placement of financing with FPI, and H&R Block Tax Services LLC receives no monetary benefit if you take out a loan with FPI.

The full terms of FPI's standard loan ~~product~~products are set forth in the ~~Annual Payments Adjustable-Rate~~ Term Loan (~~"APARTL Credit and Security Agreement ("Term Loan") and annual Short-Term Loan Credit and Security Agreement ("Short-Term Loan")~~) attached ~~as Exhibit H~~ to this disclosure document as Exhibit H-1 and H-2, respectively.

FPI's ~~APARTL~~ Term Loan may only be used to acquire an H&R Block franchise, another tax preparation business, buy out a partner, refinance a U.S. Small Business Administration ("SBA") loan, or for use on brand office standard upgrades. FPI's Short-Term loan may be used to pay some of your operating and related expenses prior to the beginning of each Tax Season. You are prohibited from using any ~~loan~~ Term Loan or Short-Term Loan proceeds for any non-commercial purpose unrelated to the operation of your Franchised Business. FPI may also offer programs under different terms for targeted purposes.

The maximum loan amount is determined by FPI in its sole discretion, but is generally limited to a maximum of 60% of the ~~business~~ Franchised Business' net revenue from the prior ~~tax season~~ Tax Season. Loan amounts depend on a variety of factors, including: (1) your credit bureau report, (2) your cash investment in the Franchised Business, (3) your balance sheet, (4) ~~FPI's estimate of the value of your Franchised Business, (5)~~ the expected cash flows generated from the operation of your Franchised Business, (6) analysis by H&R Block Tax Service LLC, and (7) ~~6~~ your equity in other H&R Block franchises.

In most states, the interest rate charged on the ~~APARTL~~ Term Loan is ~~6.25~~3.0% over the preceding month's Prime Rate. For instance, on ~~June~~ March 1, 20182019, the Wall Street Journal, in the Money Rates section, reported that the Prime Rate was ~~4.75~~5.50% on the last business day in ~~April~~ February. The interest rate is ~~118.50~~% (~~4.75~~5.50% + ~~6.25~~3%) and this rate will be used in the monthly billing cycle from ~~May 7~~ April 6, 20182019 to ~~June~~ May 5, 20182019. In addition, the ~~APARTL~~ Term Loan has a 2% administration fee ~~on loan amounts~~. Unless required by ~~state~~ applicable law, there is no cap or floor on ~~APARTL~~ Term Loan interest rate fluctuations.

The term of the standard ~~APARTL~~ Term Loan may vary, but is generally 5 to 10 years, and will be defined specifically in the credit documents for your Term Loan. The ~~APARTL~~ Term Loan's minimum required annual payments vary. FPI may adjust the required annual payment for your Term Loan to an amount sufficient to repay the unpaid principal, interest, and fees by the maturity date at the interest rate that was in effect each year. The ~~APARTL~~ Term Loan's minimum required annual payment may be changed at FPI's sole discretion and with prior notice provided to you. There is no prepayment penalty ~~on the APARTL for a Term Loan~~ and it may be prepaid at any time.

~~APARTLs~~

The term of the standard Annual Short-Term Loan is 7 months, from September 1 to April 30. Credit limits can be up to 20% of the prior year's net tax preparation revenue. Approved franchisees may take draws on the annual Short-Term Loan between September 1 and March 31 to fund their operating liquidity needs. The loan must be repaid in its entirety by April 30.

Both the Term Loan and the Short-Term Loan are secured by the property used in the operation of your Franchised Business, whether now owned or later acquired by you during the operation of your Franchised Business. FPI does not require a personal guarantee from you; however, Franchisee's Associates (defined in your FLA to include Franchisee's spouse, ~~and the~~, affiliates, officers, directors, and any individual with an ownership interest in the franchise entity) may be required to be designated as a Borrower under the terms of the ~~APARTL~~ Term Loan and Short-Term Loan and will be responsible for the timely payments and the obligations of ~~the loans~~ each loan.

A breach of any of the terms of the ~~loan~~ Term Loan or the Short-Term Loan documents ("Credit Documents") is an Event of Default. Upon the occurrence of an Event of Default, FPI has the right to (1) declare all amounts owed immediately due and payable, (2) exercise any of its rights and remedies under any of the Credit Documents, including the right to foreclose on your Franchised Business property, ~~and~~ (3) as permitted by applicable law, increase the interest rate, and (4) as permitted by applicable law, initiate, or cause to be initiated, collection of all amounts due and payable.

An Event of Default is a breach of the FLA and an Event of Default on any other loans with FPI. The Credit Documents require you to (1) waive the defenses of presentment, demand, protest, notice of protest, or other notice of dishonor of any kind or of non-payment of the note, and (2) agree to pay all costs of collection, including attorneys' fees.

FPI does not have a practice or intent to sell, assign, or discount to a third party all or part of any franchisee financing arrangements but may do so at its sole option and with prior notice to you.

Franchisees are not required to obtain financing from FPI and are permitted to obtain loans with third-party lenders. However, you do not have the right to encumber or otherwise pledge as security your Franchised Business for any loan other than those offered by FPI.

H&R Block is included ~~on in~~ the ~~U.S. Small Business Administration ("SBA")~~ Franchise Directory as a brand that is eligible for SBA financial assistance. If you plan to work with a lender to obtain an SBA loan, direct your lender to the SBA Franchise Directory. The SBA requires a signed addendum (SBA Form 2462) as a condition for obtaining its financial guarantee.

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

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

Pre-Opening Obligations

Before the opening of the Franchised Business to the public, we (or our designee) are required by the FLA to provide the following assistance and services to you:

1. We may provide advice on site selection and location before you sign the FLA. Your location requires our written approval (see FLA § 7).
2. We will provide training as set forth below (also see FLA § 7).

3. We will make available to you at no charge the System and software necessary for the computerized preparation and electronic filing of tax returns. You are required to use what we provide you (see FLA § 8). You may choose to purchase additional equipment for your Franchised Business.
4. We will provide you access to the Manual through H&R Block's intranet website (see FLA § 1).
5. We will provide information to assist you in establishing an operating plan (see FLA § 7).
6. We will provide Conversion Franchisees compensation for the initial purchase of their existing Client List and other business assets purchased by H&R Block under the terms and conditions described in their respective Franchise Conversion Agreements. We will also provide eligible Conversion Franchisees a credit, during the term of the initial FLA, for royalties paid on certain revenue received from the clients whose data we purchased in the initial conversion transaction if these clients continue returning to the Franchised Business in subsequent years.

During the Operation of the Franchised Business:

We will provide certain materials, assistance, and services to you in the manner we determine advisable, including the following (see FLA §§ 2 and 7):

1. Advice concerning your management and operation of the Franchised Business;
2. Review of your annual operating plan;
3. Specialized internal reporting forms;
4. Promotion and advertising;
5. Our standard signs or, if necessary, a suitable alternative; and
6. Replacement signs.

Any duty or obligation imposed on us by the FLA may be performed by any of our designees, employees, or agents as we may direct.

Training Programs

1. Initial Training

Initial training includes either New Franchise Introduction (for Conversion Franchisees) or New Transfer Training (for franchisees acquiring an office by Transfer) prior to the first Tax Season, and New Franchise Training for Conversion Franchisees prior to the second Tax Season (collectively, "Initial Training"). All franchisees are required to attend Initial Training programs held in Kansas City, Missouri, at times and places that we designate. In addition, H&R Block requires your management-level employees to attend Initial Training. Instructional materials include classroom instruction, self-directed training lessons, and handouts. Class content and hours for all Initial Training may be modified by us at our sole discretion based on your previous experience, knowledge of the H&R Block System, or experience in the tax field. Initial Training must be completed to H&R Block's satisfaction (see FLA § 7.) A summary of Initial Training is provided below:

Training Programs	Who is Required to Attend
New Franchisee Introduction (“NFI”)	Conversion Franchisees that convert prior to December 1 must attend NFI prior to their first Tax Season; Conversion Franchisees that convert after December 1 must attend NFI as instructed by H&R Block.
New Transfer Training (“NTT”)	Transfer franchisees that become franchisees prior to December 1 must attend NTT prior to their first Tax Season; Transfer franchisees that become franchisees after December 1 must attend NTT as instructed by H&R Block.
New Franchisee Training (“NFT”)	Conversion ~~franchisees~~ Franchisees must attend NFT before beginning their second Tax Season.

NFI and NTT are designed for franchisees new to the brand and focus on basic requirements and building a solid core foundation to operate an H&R Block franchise.

NFI and NTT consist of a minimum of 17 hours or up to 3 days of classroom instruction and 15 hours of on-the-job training. NFI and NTT are held at various times during the months of June through January. We will adjust the frequency of NFI and NTT offerings based on business needs and expected participation in our sole discretion.

The subjects to be covered in NFI and NTT include:

- Office Operations (Manual and H&R Block applications)
- H&R Block core products and services
- Franchisor/Franchisee relationship and expectations
- H&R Block client service model
- Franchise Employee Matters
- Training programs and opportunities

The current NFI and NTT curriculum is as follows:

TRAINING PROGRAM			
Subject	Hours of Classroom Training Kansas City, MO	Hours of Training On-The-Job Franchisee’s City	Location
HRB Tax Software	1	3	Kansas City, Missouri, and the Franchisee’s City
Office Operations/Applications	3	3	Kansas City, Missouri, and the Franchisee’s City
HRB Products and Services	3	2	Kansas City, Missouri, and the Franchisee’s City
Franchisor/Franchisee Commitments	2	0	Kansas City, Missouri
H&R Block Service Model	1	2	Kansas City, Missouri, and the Franchisee’s City
Franchise Employee Matters	1	0	Kansas City, Missouri

TRAINING PROGRAM			
Subject	Hours of Classroom Training Kansas City, MO	Hours of Training On-The-Job Franchisee's City	Location
HRB Training Programs	1	0	Kansas City, Missouri
Compliance	1	4	Kansas City, Missouri, and the Franchisee's City
Marketing/Growth	2	0	Kansas City, Missouri
General	2	1	Kansas City, Missouri, and the Franchisee's City

NFT is designed for franchisees with some experience as an H&R Block franchisee. It will build upon the core foundation of knowledge and skills accumulated during the first year of operation and begin transitioning franchisees to take advantage of all H&R Block has to offer to grow the Franchised Business through marketing and offering our products and services.

NFT consists of a minimum of 20 hours or up to 3 days of classroom instruction and 15 hours of on-the-job training. NFT is held at various times during the months of May through August. NFT offerings may vary based on business needs and at our sole discretion.

The subjects to be covered in NFT include:

- Additional office applications available as branding transition occurs
- Refresh on H&R Block core products and services and introduction to additional products
- Franchisor/Franchisee relationship and expectations heading into the second year and beyond
- H&R Block client service model updates and future roadmap
- Planning for growth
- Continuing education

The current NFT curriculum is as follows:

TRAINING PROGRAM			
Subject	Hours of Classroom Training Kansas City, MO	Hours of Training On-the-Job Franchisee's City	Location
HRB Tax Software	3	3	Kansas City, Missouri, and the Franchisee's City
Office Operations/Applications	3	3	Kansas City, Missouri, and the Franchisee's City
HRB Products/Services	2	2	Kansas City, Missouri, and the Franchisee's City
Franchisor/Franchisee Commitments	2	0	Kansas City, Missouri
H&R Block Service Model	2	2	Kansas City, Missouri, and the Franchisee's City
Franchise Employee Matters	1	0	Kansas City, Missouri
HRB Training Programs	1	0	Kansas City, Missouri
Compliance	1	4	Kansas City, Missouri, and the Franchisee's City
Marketing/Growth	3	0	Kansas City, Missouri

TRAINING PROGRAM			
Subject	Hours of Classroom Training Kansas City, MO	Hours of Training On-the-Job Franchisee's City	Location
General	2	1	Kansas City, Missouri, and the Franchisee's City

In addition, you are highly encouraged to take our self-directed training that introduces you in the use and operation of BlockWorks, H&R Block's tax preparation software.

~~All Initial Training~~ NFI and NFT training programs are supervised by Shawn P. Moore and the NTT training program is supervised by ~~Shawn P. Moore, Vice President of Acquisitions and Development~~ Roxane Harris, who are named in Item 2 Business Experience of this disclosure document. Our training staff includes individuals with tax industry experience of up to 15 years who have hands-on knowledge and experience in subjects included in the Initial Training and are responsible for providing client and operational support for H&R Block.

Initial Training is provided to you free of charge; however, you are responsible for all other expenses that you incur when attending Initial Training, including the costs of transportation, lodging, meals, and wages (see FLA § 7).

2. Tax Preparation Training

H&R Block also offers ongoing training opportunities related to the preparation of tax returns. One of these opportunities is H&R Block's Income Tax Course ("ITC"). This course is offered in multiple locations throughout the United States and provides instruction on the preparation of tax returns. It is offered at both company-owned and franchise locations. In most locations, students are required to remit a materials fee for ITC course materials, but the class is offered free of charge.

In addition, H&R Block and H&R Block franchisees offer ongoing classes on tax preparation. You and your employees are eligible to take this training for a fee. This training includes both web-based training and instructor-led training.

You and your employees may also be required to take annual training on H&R Block's products and services or on other compliance-related matters that H&R Block designates as required training. This annual required training typically includes between 12-15 hours of training. The required training is provided free of charge by H&R Block, but Franchisees are responsible for all costs and expenses of complying with the required training including any labor expenses for your employees.

Advertising and Promotion

At our expense, we engage in advertising and promotions as we deem advisable (See FLA §§ 2 and 7). We control all advertising programs, including the concepts, materials, and media used in those programs. We use an outside advertising agency to help us create and place advertising. Advertising may be disseminated through the internet, radio, and television media on a local, regional, or national basis.

While we are not obligated to spend any amount on advertising in your Franchised Territory, we offer local marketing assistance to eligible franchisees. This program is referred to as Brand Management Budget and is described in the Manual. We allocate the greater of \$500 or 1% of the franchisee's Net Amount Subject to Royalties that you reported in our previous Fiscal Year ending April 30. The

allocation is calculated annually and is available for you to use beginning May 1. Our prior approval is required for all Brand Management Budget expenditures and only certain qualified expenses will be approved. This program may be modified by us at our discretion, and we may choose to discontinue this program. We do, however, have pre-approved marketing materials that we make available to you that can be customized to meet your business needs.

You are permitted at your option to place additional advertising at your own expense, but you must not use unsolicited e-mail advertising. Any advertising or promotions by you must be preapproved by us, conducted in a dignified manner, and conform to all standards and requirements that we specify. You must submit samples of all advertising and promotional plans and materials to us for our prior approval (except for prices to be charged). You must not use the plans or materials until we have approved them in writing (see FLA §§ 2 and 3).

Location Selection

You must lease or acquire an office location in advance of signing the FLA. All locations require our written approval before you may operate the Franchised Business from the location. Factors we consider before we approve a location include the general area and neighborhood, traffic patterns, parking facilities, size, and proximity to existing offices.

We do not lease office locations to you. If you purchase a company-owned retail tax business, any assignment of that office lease may require prior consent from the landlord, which we cannot guarantee. You are ultimately responsible for negotiating and complying with the terms of your lease.

We estimate the typical length of time between signing the FLA and opening of a new Franchised Business to be 30 to 120 days. Factors that may affect this time period include the ability to: secure acceptable financing arrangements; obtain a lease; purchase and install computers and other equipment; secure any required approvals for zoning permits and building permits for construction issues; and complete required ~~for~~ initial training.

Prior to opening an office, you will be required to: satisfy local ordinances and building codes by obtaining any required permits to remodel or decorate the office; hire and train employees; and acquire all computers, equipment, signage, fixtures, and supplies. We provide written specifications for a number of these items in the Manual.

Computer System

All H&R Block offices are required to operate within a secure network of computers and printers used only for tax preparation and H&R Block authorized products and services. To be fully supported by the H&R Block technology support center, we require you to meet the Retail Tax Office Technology Standards (also referred to as “Block Tech Ready” or “BTR” standards) listed below for computer equipment and other hardware and software. We require you to use all H&R Block standard computer hardware purchased from our approved vendor and configured according to our specifications as described in the Manual in order to receive H&R Block Technical Support. We estimate that a typical 3-tax-desk office setup will range in cost from ~~\$5,300~~ \$5,600 to ~~\$7,800~~ \$8,100. All pricing is based on a 3-tax-desk office, Technology Standards, and any updates. Prices will vary if PC standards change.

You must operate your Franchised Business using a networked computer system that enables you to prepare tax returns by computer and file tax returns electronically. You are also required to use our methods, System, and proprietary software for Windows-based computers that we provide to you. Our System will only work if you meet our Block Tech Ready standards listed below. Periodic upgrades to

computer equipment and operating Systems may be required at your expense during the term of the franchise with a 3- to 5-year replacement cycle considered average.

The estimated cost of periodic upgrades is approximately \$1,500 to \$2,000. These estimates do not include the cost of associated requirements, including ongoing System maintenance or repairs.

Block Tech Ready (BTR) Standards

Operating Systems	Computer Role	Operating System Configuration
Windows Server 2016 Standard	Server	Windows operating system updates, Windows local user accounts, and all operating system configuration settings must be managed exclusively through Block approved tools and procedures.
Windows 10 Enterprise	All non-Server roles	
Security	Required Software	Where Required
Encryption	Block managed disk encryption	Server, Backup, 3rd Party, and any other computer that stores client data on the computer's hard drive
Anti-Virus	Block managed Symantec Endpoint Protection ~~(SEP)~~	<u>All</u> tax office computers
Computer Hardware	Required Models - Purchased through Coupa	Required Configuration
Server	2019 HP 800 G4 2018/19 HP 800 G3	All models must match the original configuration as purchased through Coupa.
Backup	2019 HP 800 G4 2019 HP 600 G4	
~~Backup~~	2018/19 HP 800 G3	
	2018/19 HP 600 G3	

Computer Hardware	Required Models - Purchased through Coupa	Required Configuration
	2017 HP 800 G2	
	2017 HP 600 G2	
	2015/16 HP 800 G1	
	2015/16 HP 600 G1	
POS	2019 HP 800 G4	
	2019 HP 600 G4	
~~POS~~	2018/19 HP 800 G3	
	2018/19 HP 600 G3	
	2017 HP 800 G2	
	2017 HP 600 G2	
	2015/16 HP 800 G1	
	2015/16 HP 600 G1	
Network Hardware	Model	Description
Network Router	~~Cisco Meraki MX60W Router~~ ~~Cisco Meraki MX64W Router~~ Cradlepoint AER 2200	Includes the required ~~Cisco Advanced~~ Security subscription, managed by Block
4G Failover	Available Carrier	Internet speeds must meet/exceed minimum internet recommended standards. HRB provides pre-negotiated rates with AT&T or Verizon. Alternate carriers may be utilized.

Network Hardware	Model	Description
		when AT&T or Verizon are not applicable.
Network Switch	A Gigabit switch is required Fully supported models: Netgear JGS524	1 Gbps network local area network performance on the tax office Server is required.
Payment Devices	Model	Description
Credit card information capturing devices	Full support: FD200ti - Credit / Debit / Check Reader FD130 - Credit / Debit	Fully supported by First Data
	Limited support: FD-100 TI FD-100 WiFi TI FD-50 TI	Supported by First Data but no replacements are available
	No support: Eclipse ECA Capable Eclipse Pymt. Terminal FD-100 FD-100 WiFi POS Terminal FD-200 FD-200 WiFi FD-300 TI FD-50 FD-55 Dial and IP Omni 3200 SE Omni 3200 Terminal/Printer VX510LE - FD POS (dial only) VX570 VX570 - FD POS	Not supported by First Data. Can be used in the office, but should an issue arise, an upgrade will be required.

The existence of any of the technologies below will result in BTR non-compliance.

Prohibited Technologies	Description	Risk
Site-to-Site VPN	Any software or hardware technology that allows one tax office network to share network resources with another tax	If one network is compromised, all systems that share the network

Prohibited Technologies	Description	Risk
	office network.	may also be at risk.
Wireless access points / WiFi	Any unapproved wireless network device that allows access to the Internet or local network resources shared with the tax office network. Note: A Block approved isolated WiFi configuration is available.	Increases the exposure of unauthorized access to the tax office network.
Unapproved Network Configuration	All tax office computers must be connected to Port 1 on the ~~Cisco-Meraki~~ Cradlepoint Router via a 1Gbps Network Switch. All other ports on the ~~Cisco-Meraki~~ Cradlepoint Router are reserved for devices that must be isolated from the tax office network.	Increases the exposure of unauthorized access to the tax office network.
Active Directory / Domain	Any non-Block managed computer network, device, or user management framework that utilizes either a Windows domain or any other group management methodology.	Interferes with Block's ability to centrally manage systems in the tax office.
Non-Block managed Anti-Virus / Malware Software	Any software or configuration management technology intended to prevent/mitigate impacts of malicious software.	Interferes with Block centrally managed anti-virus / malware technologies.

Standards required for support of specific models

Each item will be verified individually in order to receive technical support for that item.

Computer Role	Required Models - Purchased through Coupa	Recommendation
Workstation All workstation types including training, admin, and	~~2018/19~~ 2019 HP 800 G34	All Workstations must have a minimum of 4GB RAM. The HP ~~6300 is~~ 600/800 G1 are the oldest supported ~~model~~ models. When removing a computer from use in the tax

Computer Role	Required Models - Purchased through Coupa	Recommendation
check-in		office, it must be retired in accordance with the ~~Hard~~ Hardware (e-waste) Disposal Policy.
	2019 HP 600 G4	
	2018/19 HP ~~600~~ 800 G3	
	2018/19 HP 600 G3	
	2017 HP 800 G2	
	2017 HP 600 G2	
	2015/16 HP 800 G1	
	2015/16 HP 600 G1	
	~~2013/14 HP 8300~~	
	~~2013/14 HP 6300~~	
Computer Role	Required Models - Purchased through Coupa	Recommendation
3rd Party	~~2018/19~~ 2019 HP 800 G ~~3~~ 4	Non-Block approved 3rd Party software must not be installed on the Tax Office Server, POS or Backup computers. A 3rd Party Role should be added to the tax office if there is a need for hosting approved 3rd Party software.
	2019 HP 600 G4	
	2018/19 HP ~~600~~ 800 G3	
	2018/19 HP 600 G3	
	2017 HP 800 G2	
	2017 HP 600 G2	
	2015/16 HP 800 G1	

Computer Role	Required Models - Purchased through Coupa	Recommendation
	2015/16 HP 600 G1	
	~~2013/14 HP 8300~~	
	~~2013/14 HP 6300~~	
Other Hardware	Model	Description
Server UPS	UPS with USB power management is required Fully Supported Models: Tripplite Omnivs1000 UPS Tripplite Omnivs800 UPS	A battery backup that is properly connected with a USB power management interface cable protects the computer from damage related to brief power outages, surges, and brown outs.
Printers	Tax Preparation Forms	Recommendation
Lexmark MS823N	Yes	
Lexmark MS810N	Yes	
Lexmark T652N	Yes	
Lexmark T644N	Yes	This model is currently refresh on fail. We recommend purchasing the Lexmark MS823N, especially if this is your only office printer.
Epson Receipt Printers	N/A	
Document Scanners	N/A	Recommendation
Kodak ScanMate i1150		

Document Scanners	N/A	Recommendation
Alaris S2050		
External CD/DVD Drive	N/A	Recommendation
HP F2B56UT		
Internet	Recommended Speed	Minimum Speed
DSL / Cable	Download: 5 Mbps or higher	Download: 1.5 Mbps or higher
	Upload: ~~1.55~~ 5 Mbps or higher	Upload: ~~384 kbps~~ 5 Mbps or higher
Network	Requirement	Recommendation
Network Cabling	A minimum of CAT5E is required for <u>all</u> in-wall cable runs and patch cables. Cables must use professionally terminated RJ45 ends.	Utilize the Health Check utility to verify all computers within the office are connecting at 1Gbps. CAT6 or higher may be used for new construction.
Monitors	Model	Recommendation
Monitor	LCD 19" 1280x1024 resolution	
Wide-screen Monitor	LCD 23" 1920x1080 resolution	
Prohibited Technologies and Processes	Description	Risk
Alternate Internet Browsers	Chrome, FireFox, Mozilla, etc.	Application compatibility
3rd Party Internet browser toolbars and plug-ins	Google Toolbar, Ask Toolbar, etc.	Application compatibility

Prohibited Technologies and Processes	Description	Risk
Non-Block approved "Windows optimization" software	Any software that makes claims to scan, clean, detect issues, repair or improve performance of the Windows operating system or computer hardware.	Data security OS stability Application compatibility
Non-Block approved 3rd Party software installed on Server, POS, or Backup role computers	Any installed software that has not undergone a Block review to evaluate compatibility with Block technology and data security policy.	OS stability Application compatibility
Credit card information capturing devices that do not comply with PCI DSS 2.0/3.0	POS credit card devices that are not capable of encrypting the credit card data prior to any portion of the cardholder data being accessible by any other system or person.	Payment Card Industry Data Security Standards (PCI DSS) compliance
Removing, disabling, or modifying Block system administration functionality		Data security OS stability Application compatibility

At our discretion, we may provide ongoing maintenance, repairs, upgrades, or updates to any of the software running in your Franchised Business.

We have independent access to information generated and stored in your Franchised Business's computer system. This includes access to Client Data, sales revenue reporting, computer hardware data, and limited employee information.

All computers using our System must have H&R Block authorized anti-virus and data encryption software. In the interests of client privacy and data security, we will also require you to strictly adhere to our data encryption, Payment Card Industry (PCI) compliance, antivirus/malware detection, and data transmission security policies.

Non-H&R Block related businesses must not be on the same physical network as the Franchised Business.

Conversion Franchisees will be provided the following equipment from our approved vendor at our expense:

- Tax Office Server
- Backup ~~Computer~~
- ~~Tax~~ComputerTax Prep Workstations
- Point of Sale Computer
- [ESIG pads \(1 per client facing workstation\)](#)
- [Kodak ScanMate i1150 scanner](#)
- Network Router
- Tax Return printer
- Un-managed gigabit network switch

- A backup power supply on the Tax Office Server (UPS)
- Receipt Printer
- Cash Drawer
- Microsoft Windows 10 Enterprise
- Microsoft Windows Server 2016

If you are a Conversion Franchisee, you will also be required to operate the Franchised Business utilizing the following equipment to be supplied or purchased at your expense:

- Monitors 19” or bigger (you can use your own if they meet our specifications)
- Monitors 23” for client facing to run Companion App (on BlockWorks)
- Cat 5e network cabling (variations will be reviewed by H&R Block IT)

Tax Preparation Software

Our proprietary tax preparation software was developed and is modified by us for income tax preparation and electronic filing. We may also develop, provide, or authorize the use of certain bookkeeping and payroll software and online services when those services are offered. You are required to use our tax preparation software to operate your Franchised Business under the FLA. You may not use any other tax preparation software or systems in the operation of your Franchised Business unless authorized by us in writing. The Franchise Electronic Filing and Software Systems Agreement is attached as Exhibit I-1 to this disclosure document. It authorizes you to use our System and our tax preparation software and enables you to electronically transmit returns through our affiliates. You are required to annually accept the agreement by electronically signing it within the System before you can use our tax preparation software. We may modify the Agreement at our sole discretion.

Manuals

The table of contents of the Manual is attached to this disclosure document as Exhibit J. You are required to operate the Franchised Business in compliance with the Manual, which may be modified by us to meet current business needs.

ITEM 12 TERRITORY

The FLA grants you the right to operate the Franchised Business from a location or locations (“Approved Location”) within a prescribed Franchise Territory approved by us in writing. The Franchise Territory of the Franchised Business is described in Exhibit “A” to the FLA. When operating in rural location, the Franchise Territory is generally described as the municipal boundaries of a city, town, or village. The Franchise Territory for a franchise located in a metropolitan area will vary but is typically limited to a specific address or a mapped territory.

Nothing in the FLA prohibits you from performing tax return preparation services at an Approved Location within the Franchise Territory for persons residing outside the Franchise Territory, and you are not prohibited from advertising in media originating in the Franchise Territory that extends beyond the Franchise Territory. You may not operate an internet website or solicit the services you offer under the FLA on any internet website unless authorized by us in writing.

Except as otherwise provided in Section 2 of the FLA, we will not operate or license any other person to operate a Network Office using both the Licensed Marks and the System at any location in your Franchise Territory.

You will not receive an exclusive Franchise Territory. You may face competition from other franchisees or H&R Block tax businesses that we or our affiliates franchise or own and that operate at traditional sites outside your Franchise Territory. You may also face competition from other offices that we franchise or own, or that are franchised or owned by our Parent or affiliates, or from other channels of distribution or competitive brands we control.

We or our affiliates may offer or license others to offer to any clients at or from locations within or outside of the Franchise Territory: (1) any products and services (including Authorized Services) over the internet under any names or marks; (2) any products and services other than Authorized Services (including insurance services, financial planning, and tax return preparation software that aid people in preparing their own tax returns) under any names or marks, and (3) any products and services (including Authorized Services) under any names or marks other than the Licensed Marks.

The FLA does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises.

If you wish to add a location or relocate an Approved Location within your Franchise Territory, you must get written permission from us and sign an amendment to your FLA. The decision whether to allow you to relocate is subject to our approval and sole discretion.

If you close or abandon an Approved Location, even with ~~or without~~ H&R Block's prior written approval, we reserve the right to operate the Approved Location as a Network Office. If H&R Block exercises its right to operate the Approved Location, (1) you must assign all rights and interest in your lease and telephone numbers for the Approved Location, and (2) your Franchise Territory will be amended to exclude the Approved Location that was closed or abandoned.

If you wish to operate at a national or regional retail store or military and other government facilities or installations under any applicable agreements between H&R Block and national or regional retail business and military and other government facilities and installations within your Franchise Territory, you must get written permission from us and sign an Amendment to your FLA.

We have the right to sell the following in your Franchise Territory:

- Apparel and novelty items that bear the Proprietary Marks and marks other than Proprietary Marks to the general public online through ~~a mail-order catalog~~ H&R Block's website or by other means of distribution;
- Books bearing Proprietary Marks to a variety of retail establishments, including department stores and bookstores;
- Computer software for the preparation of tax returns or for bookkeeping and payroll services;
- Tax Pro Review, formerly known as Best of Both;
- Tax Pro Go;
- Ask a Tax Pro; and
- Online tax preparation and bookkeeping and payroll products and services.

We also have the following rights within your Franchise Territory:

- to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at H&R Block tax offices and may franchise, license, or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating.

- to be acquired (whether through acquisition of assets, ownership interest, or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at H&R Block tax offices or by another business, even if such business operates, franchises, and licenses competitive businesses in your Franchise Territory.

We are not required to pay you if we exercise any of the rights specified above inside your Franchise Territory.

Continuation of your franchise or Franchise Territory rights [for the term of your FLA](#) does not depend on your achieving a certain sales volume, market penetration, or other performance contingency.

ITEM 13 TRADEMARKS

You must follow our policies when you use the Proprietary Marks. You are prohibited from using the Proprietary Marks or anything similar to the Proprietary Marks as part of your corporate or other legal name.

Our affiliate, HRB Innovations, Inc., owns the following principal marks, registered on the Principal Register of the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
H&R BLOCK with square logo	2,533,014	January 22, 2002	Required Affidavits filed
~~H&R BLOCK with square logo~~	~~2,533,034~~	~~January 22, 2002~~	~~Required Affidavits filed~~
~~H&R BLOCK with square logo~~	~~2,533,035~~	~~January 22, 2002~~	~~Required Affidavits filed~~
~~H&R BLOCK with square logo~~	~~2,533,036~~	~~January 22, 2002~~	~~Required Affidavits filed~~
H&R BLOCK with square logo	3,213,068	February 27, 2007	Required Affidavits filed
H&R BLOCK (words only)	3,338,962	November 20, 2007	Required Affidavits filed
PEACE OF MIND	2,939,919	April 12, 2005	Required Affidavits filed
Green square logo	3,656,593	July 21, 2009	Required Affidavits filed
EMERALD CARD	3,629,907	June 2, 2009	Required Affidavits filed
~~EMERALD PLUS~~	~~4,159,183~~	~~June 12, 2012~~	~~Affidavits due June 12, 2018~~
SECOND LOOK	3,215,762	March 6, 2007	Required Affidavits filed
TAX IDENTITY SHIELD	4,842,335	October 27, 2015	Required Affidavits filed
IT'S REFUND SEASON	4,903,920	February 23, 2016	Required Affidavits filed

All applicable required affidavits and renewals have been filed for the registration of the principal marks, and they remain current and valid.

There are no currently effective material determinations of the United States Patent and Trademark Office, the trademark administrator of any state or any court, nor is there any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks that may be relevant to their use.

The License Agreement between HRB Innovations, Inc., and us, described in Item 1 of this disclosure document, grants us the right to use, and to permit others to use, the Proprietary Marks during the term of the License Agreement in connection with the preparation of tax returns for clients and offering related services. The License Agreement is for an indefinite term and either party may terminate it, and all rights granted under it, with or without cause upon 30-days prior written notice to the other party by registered or certified mail. If either party terminates, the License Agreement provides that our Parent will substitute itself, or its designee with respect to our franchisees, and will assume all of our rights and obligations regarding the Proprietary Marks under any FLA then in effect.

Except as described above, there are no agreements currently in effect that limit our right to use or to license others to use the Proprietary Marks. You will be required to notify us promptly of any suspected unauthorized use of the Proprietary Marks or any challenge to your use of the Proprietary Marks. We have the right, but no obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have no contractual obligation to protect your right to use the Licensed Marks or to indemnify you against claims of infringement; however, our current policy is as follows: We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the FLA, the cost of the defense, including the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the FLA, the cost of the defense, including the cost of any judgment or settlement, will be borne by you. If there is any litigation relating to your use of the Proprietary Marks, you must sign any and all documents and do such acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action.

There are no infringing uses actually known to us that could materially affect your use of the Proprietary Marks in any state.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under it at our sole discretion. We will have no obligation or liability to you as a result of such substitution.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We hold a small but growing patent portfolio that we believe is important to our overall competitive position, although we are not materially dependent on any one patent or particular group of patents in our portfolio at this time. Our patents have remaining terms generally ranging from 1 to 20 years.

We do not own any right in or to any registered copyrights that are material to the franchise, but we do claim a copyright on the Manual and software.

~~All ideas, concepts, techniques, or materials concerning an H&R Block office or H&R Block's business practices, whether or not protectable intellectual property and whether created by or for you, your owners, or your employees, must be promptly disclosed to us. We will consider these items to be our sole and exclusive property, part of the H&R Block System, and or otherwise owned by us. To the extent any item is not automatically owned by H&R Block,, you assign and agree to assign ownership of that item and all related rights in that item to us. You must also take whatever necessary action that we request to show our ownership and to help us obtain intellectual property rights in the item, which may include the requirement to sign an assignment agreement or other documents.~~

Proprietary Information

You do not receive the right to use any item covered by a patent or copyright. We claim proprietary rights to the information in the Manual.

You must treat the Manual, any other policies, or other communications created for or approved for use in the operation of the Franchised Business, and the information contained in them as confidential. You

must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or reproduce these materials in whole or in part, or otherwise make them available to any unauthorized person. The Manual will remain our sole property.

Any and all other information, knowledge, know-how, techniques, and other data that we designate as proprietary or confidential will also be considered confidential for purposes of the FLA.

You must require any of your employees that have access to any of our proprietary or Confidential Information to sign covenants in a form satisfactory to us that they will maintain the confidentiality of information they receive by virtue of their employment by you at the Franchised Business, and you must submit those signed forms to us at our request.

You must also promptly tell us when you learn about the unauthorized use of any proprietary or Confidential Information. We are not obligated to take any action, but we will respond to your notification of unauthorized use as we think appropriate.

~~All ideas, concepts, techniques, or materials concerning an H&R Block office, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us, and we will consider it to be our sole and exclusive property, part of the System, and works made for hire for us~~

Disclosure and Assignment

You agree to promptly inform us of the full details of all inventions, discoveries, improvements, innovations, ideas, and original works (collectively “Developments”), whether or not patentable, copyrightable, or otherwise protectable, and of which you, your owners, or your employees conceives, completes, or reduces to practice (whether jointly or with others) that: relates to our present or prospective business, or actual or demonstrably anticipated research and development; results from or is suggested by any H&R Block office, H&R Block’s business practices, or otherwise related to your relationship with us; or results from any activities using our equipment, supplies, facilities, materials, or trade secrets.

H&R Block will own and have all right, title, and interest in all Developments. To the extent any ~~item does~~ Development is not ~~qualify as a “work made for hire” for us~~ automatically owned by H&R Block, you assign and agree to assign ~~ownership of, and all related rights to, that item to us.~~ You must take any action that we request to show our ownership to help us obtain all intellectual property rights in the ~~item,~~ which may include the requirement to sign an assignment or other documents Developments to us, and you will execute assignments and perform all other actions reasonably necessary to achieve this result.

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

During the term of the FLA, you are obligated to operate the Franchised Business during certain hours of the Tax Season and during certain hours of the Preseason to maintain the highest degree of competitiveness in your regional market. We require you to dedicate your full-time best efforts to the Franchised Business during the Tax Season. This does not require you to be physically present in the office during all business hours. But you need to have qualified employees and staff to assist you in operating the Franchised Business. You or your “Principal” (if the Franchisee is a business entity) and any other owner or manager that has day-to-day responsibility for the oversight of the Franchised Business, must attend and complete, to our satisfaction, our initial training program. You must provide

sufficient supervision to ensure the accurate preparation of tax returns, compliance with your FLA obligations, our procedures, and applicable laws and regulations.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer or sell only those services and products that we have expressly approved in writing. You may not deviate from H&R Block's standards and specifications without our prior written consent and must discontinue offering or selling any services or products that we may, in our discretion, disapprove in writing at any time. We have the right to change Authorized Services (which includes both Required Services and Optional Services) and products at any time without restriction.

You must operate the Franchised Business in strict conformity with your FLA and the Manual and all applicable federal, state, and local laws, ordinances, and regulations. These laws, ordinances, and regulations vary from jurisdiction to jurisdiction, may be periodically amended, and may be interpreted in a different manner. It is your sole responsibility to stay current with the Manual and with all laws, ordinances, and regulations applicable to the Franchised Business and to adhere to them.

Except as otherwise described in the FLA, if you are in compliance with your FLA, H&R Block will not operate or license another person to operate a Network Office in your Franchise Territory during the term of your FLA. H&R Block retains all rights not expressly granted in your FLA. H&R Block, its affiliates, and our respective franchisees and licensees may operate businesses other than Network Offices in your Franchise Territory. Without obligation to Franchisee, H&R Block, its affiliates, and their respective franchisees and licensees may, among other things, offer or sell or license others to offer or sell the following:

- (A) Any products or services (including Authorized Services) under any names or marks, including the Licensed Marks, over the internet or by other electronic methods of distribution (including, but not limited to mobile applications) to clients within and outside your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business;
- (B) Any products or services other than Authorized Services under any names or marks, including the Licensed Marks, to clients within and outside your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business;
- (C) Any products or services (including Authorized Services) under any names or marks other than the Licensed Marks, to clients within or outside your Franchise Territory, or at or from locations within or outside the Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business;
- (D) As more fully described in Section 2.3 of the FLA, Optional Services under the Licensed Marks if you decline to offer Optional Services to clients within your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business; and
- (E) Any products or services (including Authorized Services) under any names or marks (including the Licensed Marks) using any business methods, programs, procedures, concepts, and formats (including the H&R Block System) at or from any physical location outside your Franchise Territory, regardless of proximity to or economic impact upon your Franchised Business.

You may offer or sell Authorized Services to any person or firm from any Approved Location in your Franchise Territory. You will obtain H&R Block's prior written approval before operating your

Franchised Business from any location and will open an initial Approved Location to the public not later than 14 days after the Effective Date.

You may offer or sell Authorized Services to clients that reside outside of your Franchise Territory if the Authorized Services are performed at an Approved Location within your Franchise Territory.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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.

THE FRANCHISE RELATIONSHIP		
Provision	Section in FLA	Summary
a. Term of the franchise	Section 4.1	Ends June 1 immediately following the tenth full Tax Season after the Effective Date unless otherwise specified.
b. Renewal or extension of the term	Section 4.2	No automatic renewal, but we may, at our option, offer you another franchise.
c. Requirements for you to renew or extend	Section 4.2	Sign a new FLA, if offered. The FLA provides that upon the expiration of its term (or any temporary extensions thereof if such extensions are granted), we may, in our sole discretion, offer you another franchise for the Franchise Territory (or a portion of the former Franchise Territory) under our then-current FLA, the terms of which may be materially different from the terms of your FLA. If we do not offer an FLA to you within 30 days prior to the expiration of your FLA or any temporary extension, and you ~~do not sign a new FLA~~ <u>are in compliance with Section 16</u> , the non-compete obligations under Section 12.2(B) will not apply after your FLA expires.
d. Termination by you	Section 15	If you are not in default of any obligation to us, you may terminate the FLA upon 30 days' written notice to us before June 1 of any year and payment of 25% of the Franchised Business's revenue reported for each of the three (3) ~~preceeding Tax Seasons~~ <u>prior years</u> or 100% of the revenue for the previous Tax Season if not in business for three (3) ~~Tax Seasons~~ <u>years</u> .
e. Termination by us without cause	None	None
f. Termination by us with cause	Sections 13 and 14	We can terminate only if you are in default.
g. "Cause" defined - defaults which can be cured	Section 14	You have at least 15 days to cure breaches of the FLA other than those listed in "h" immediately below.
h. "Cause" defined - defaults which cannot be cured	Section 13	Prohibited competition or disclosure, we give you notice of more than three (3) defaults in 12 months, conviction of an offense likely to adversely affect the Franchised Business, fraud, prohibition or suspension from electronic filing, assignment for the benefit of creditors, receivership, bankruptcy, refusal to allow inspection of records, maintaining false books or records, prohibited assignments, termination of another franchise to which the franchisee, or certain related persons or entities are parties are all considered defaults without the opportunity to cure.
i. Your obligations on termination	Section 16	Obligations include complete de-identification of the Franchised Business, payment of all sums owing, return of files, and assignment of telephone numbers, and all leases covering real property that we elect to assume. If you own the real property used in the Franchised Business, it cannot be used to conduct a business offering similar services by anyone other than us or an approved transferee for 2 years following termination. See also "r" below.
j. Assignment of contract by us	Section 18.3	No restriction on our right to Transfer.

THE FRANCHISE RELATIONSHIP		
Provision	Section in FLA	Summary
k. "Transfer" by you – definition	Section 18.1	Transfer of contract or an ownership change.
l. Our approval of transfer by you	Section 18	We have the right to approve all Transfers except those to a Controlled Entity.
m. Conditions for our approval of transfer	Section 18	Includes payment of money you owe, absence of default, your payment of a \$2,500 Transfer fee, transferee qualifications, and potential signing of the then-current FLA by transferee.
n. Our right of first refusal to acquire your business	Section 17	Option to purchase upon equal or equivalent price, terms, and conditions by our giving notice within 30 days of our receipt of the price, terms and conditions from you of that offer made to you.
o. Our option to purchase your business	None	None other than our right of first refusal upon a Transfer.
p. Your death or disability	Section 20	Action by your estate or legal representative to Transfer the franchise must be completed within 6 months.
q. Non-competition covenants during the term of the franchise	Section 12	Includes prohibition for you or your Franchisee's Associates from owning or working at a business that sells products or services similar to any Authorized Services and is located in or within 45 miles of the Franchise Territory or within 45 miles of any Network Office.
r. Non-competition covenants after the franchise is terminated or expires	Sections 4 and 12	Includes 2-year prohibition similar to "q" but restricted to in or within 25 miles of the Franchise Territory and includes non-solicitation of your clients unless you meet all requirements for termination under Section 15 of the FLA or we do not offer you a new FLA covering the Franchise Territory within 30 days of its termination.
s. Modification of the agreement	Section 27	Must be in writing signed by both parties.
t. Integration, merger clause	Section 27	Only the terms of the FLA are binding (subject to applicable state law). Any representations or promises outside of this disclosure document and the FLA may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	None
v. Choice of forum	Section 29	State or federal court in Jackson County, Missouri. See state specific amendments.
w. Choice of law	Section 29	Laws of the state of Missouri. See state specific amendments.

The provision in the FLA which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law. (11 U.S.C. Section 101 *et seq.*)

ITEM 18 PUBLIC FIGURES

We currently do not use any public figure to promote our franchise. If you use the name or likeness of a public figure in your promotional efforts or advertising, you must have our prior written approval.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees

or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to franchisor's management by contacting Robert J. Moretti, H&R Block Tax Services LLC, One H&R Block Way, Kansas City, MO 64105, telephone number 816-854-4621, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS ~~2016~~2017 to ~~2018~~2019

Column 1 Outlet Type	Column 2 Fiscal Year	Column 3 Outlets at the Start of the Fiscal Year	Column 4 Outlets at the End of the Fiscal Year	Column 5 Net Change
Franchised	~~2016~~	~~3,899~~	~~3,578~~	~~-321~~
Franchised	2017	3,578	3,391	-187
	2018	3,391	3,345	-46
	<u>2019</u>	<u>3,345</u>	<u>3,136</u>	<u>-209</u>
Company-Owned	~~2016~~	~~6,365~~	~~6,614~~	~~+249~~
	2017	6,614	6,655	+41
	2018	6,655	6,761	+106
	<u>2019</u>	<u>6,761</u>	<u>6,388</u>	<u>-373</u>
Total Outlets	~~2016~~	~~10,264~~	~~10,192~~	~~-72~~
Total Outlets	2017	10,192	10,046	-146
	2018	10,046	10,106	+60
	<u>2019</u>	<u>10,106</u>	<u>9,524</u>	<u>-582</u>

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR)
FOR FISCAL YEARS ~~2016~~2017 to ~~2018~~2019

Column 1 State	Column 2 Fiscal Year Ending April 30	Column 3 Number of Transfers
Alabama	~~2016~~	~~3~~
	2017	0
	2018	1
	<u>2019</u>	<u>0</u>
Alaska	~~2016~~	~~1~~
	2017	0
	2018	1
	<u>2019</u>	<u>0</u>
Arizona	~~2016~~	~~4~~
	2017	0
	2018	1
	<u>2019</u>	<u>1</u>
Arkansas	~~2016~~	~~5~~
	2017	2
	2018	10
	<u>2019</u>	<u>9</u>
California	~~2016~~	~~2~~
	2017	0
	2018	3
	<u>2019</u>	<u>3</u>

Column 1 State	Column 2 Fiscal Year Ending April 30	Column 3 Number of Transfers
Colorado	~~2016~~	~~2~~
	2017	3
	2018	1
	<u>2019</u>	<u>0</u>
Connecticut	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Delaware	~~2016~~	~~0~~
	2017	2
	2018	1
	<u>2019</u>	<u>0</u>
Florida	~~2016~~	~~0~~
	2017	1
	2018	3
	<u>2019</u>	<u>0</u>
Georgia	~~2016~~	~~7~~
	2017	4
	2018	10
	<u>2019</u>	<u>2</u>
Hawaii	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Idaho	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Illinois	~~2016~~	~~9~~
	2017	4
	2018	2
	<u>2019</u>	<u>5</u>
Indiana	~~2016~~	~~4~~
	2017	6
	2018	10
	<u>2019</u>	<u>1</u>
~~Iowa~~	~~2016~~	~~3~~
<u>Iowa</u>	2017	6
	2018	7
	<u>2019</u>	<u>3</u>
Kansas	~~2016~~	~~4~~
	2017	1
	2018	7
	<u>2019</u>	<u>12</u>
Kentucky	~~2016~~	~~1~~
	2017	3
	2018	0
	<u>2019</u>	<u>3</u>
Louisiana	~~2016~~	~~4~~
	2017	2
	2018	1
	<u>2019</u>	<u>0</u>
Maine	~~2016~~	~~0~~
	2017	3
	2018	1
	<u>2019</u>	<u>1</u>
Maryland	~~2016~~	~~0~~

Column 1 State	Column 2 Fiscal Year Ending April 30	Column 3 Number of Transfers
	2017	2
	2018	2
	2019	5
Massachusetts	~~2016~~	~~0~~
	2017	0
	2018	1
	2019	0
Michigan	~~2016~~	~~1~~
	2017	2
	2018	4
	2019	5
Minnesota	~~2016~~	~~5~~
	2017	3
	2018	4
	2019	2
Mississippi	~~2016~~	~~1~~
	2017	1
	2018	0
	2019	1
Missouri	~~2016~~	~~2~~
	2017	4
	2018	2
	2019	2
Montana	~~2016~~	~~4~~
	2017	0
	2018	3
	2019	0
Nebraska	~~2016~~	~~2~~
	2017	3
	2018	7
	2019	1
Nevada	~~2016~~	~~0~~
	2017	1
	2018	0
	2019	0
New Hampshire	~~2016~~	~~1~~
	2017	0
	2018	0
	2019	0
New Jersey	~~2016~~	~~0~~
	2017	0
	2018	0
	2019	0
New Mexico	~~2016~~	~~3~~
	2017	3
	2018	5
	2019	3
New York	~~2016~~	~~0~~
	2017	2
	2018	3
	2019	1
North Carolina	~~2016~~	~~0~~
	2017	0
	2018	1
	2019	2
North Dakota	~~2016~~	~~3~~
	2017	0

Column 1 State	Column 2 Fiscal Year Ending April 30	Column 3 Number of Transfers
	2018	0
	<u>2019</u>	<u>0</u>
~~Ohio~~	~~2016~~	~~1~~
<u>Ohio</u>	2017	7
	2018	7
	<u>2019</u>	<u>7</u>
Oklahoma	~~2016~~	~~1~~
	2017	5
	2018	4
	<u>2019</u>	<u>11</u>
Oregon	~~2016~~	~~0~~
	2017	0
	2018	2
	<u>2019</u>	<u>2</u>
Pennsylvania	~~2016~~	~~3~~
	2017	3
	2018	1
	<u>2019</u>	<u>1</u>
Rhode Island	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
South Carolina	~~2016~~	~~0~~
	2017	4
	2018	3
	<u>2019</u>	<u>3</u>
South Dakota	~~2016~~	~~2~~
	2017	3
	2018	2
	<u>2019</u>	<u>1</u>
Tennessee	~~2016~~	~~5~~
	2017	11
	2018	0
	<u>2019</u>	<u>7</u>
Texas	~~2016~~	~~2~~
	2017	21
	2018	14
	<u>2019</u>	<u>11</u>
Utah	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>1</u>
Vermont	~~2016~~	~~2~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Virginia	~~2016~~	~~1~~
	2017	1
	2018	3
	<u>2019</u>	<u>3</u>
Washington	~~2016~~	~~0~~
	2017	1
	2018	0
	<u>2019</u>	<u>2</u>
West Virginia	~~2016~~	~~2~~
	2017	10
	2018	0

Column 1 State	Column 2 Fiscal Year Ending April 30	Column 3 Number of Transfers
	<u>2019</u>	<u>1</u>
Wisconsin	~~2016~~	~~0~~
	2017	1
	2018	1
	<u>2019</u>	<u>2</u>
Wyoming	~~2016~~	~~1~~
	2017	0
	2018	1
	<u>2019</u>	<u>2</u>
District of Columbia	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Guam	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Puerto Rico	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
Virgin Islands	~~2016~~	~~0~~
	2017	0
	2018	0
	<u>2019</u>	<u>0</u>
~~Total~~	~~2016~~	~~91~~
<u>Total</u>	2017	125
	2018	129
	<u>2019</u>	<u>123</u>

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR FISCAL YEARS ~~2016~~2017 to ~~2018~~2019

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operations- Other Reasons	Col. 9 Outlets at End of Fiscal Year
~~Alabama~~	~~2016~~	~~67~~	~~0~~	~~3~~	~~0~~	~~4~~	~~3~~	~~57~~
<u>Alabama</u>	2017	57	1	1	0	3	2	52
	2018	52	3	0	0	0	0	55
	<u>2019</u>	<u>55</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>3</u>	<u>50</u>
~~Alaska~~	~~2016~~	~~6~~	~~0~~	~~0~~	~~0~~	~~3~~	~~0~~	~~3~~
<u>Alaska</u>	2017	3	0	0	0	0	0	3
	2018	3	3	2	0	0	0	4
	<u>2019</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>3</u>
~~Arizona~~	~~2016~~	~~71~~	~~1~~	~~0~~	~~0~~	~~6~~	~~0~~	~~66~~
<u>Arizona</u>	2017	66	0	0	0	0	2	64
	2018	64	4	0	0	2	0	66
	<u>2019</u>	<u>66</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>5</u>	<u>60</u>
Arkansas	~~2016~~	~~109~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~109~~
	2017	109	0	0	0	0	0	109
	2018	109	2	0	0	0	3	108
	<u>2019</u>	<u>108</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>109</u>
~~California~~	~~2016~~	~~224~~	~~0~~	~~2~~	~~2~~	~~46~~	~~4~~	~~170~~

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operations- Other Reasons	Col. 9 Outlets at End of Fiscal Year
California	2017	170	7	0	0	6	0	171
	2018	171	1	0	0	2	3	167
	2019	167	2	8	1	13	5	142
~~Colorado~~	~~2016~~	~~63~~	~~2~~	~~0~~	~~1~~	~~2~~	~~0~~	~~62~~
Colorado	2017	62	2	0	0	14	0	50
	2018	50	1	0	0	10	0	41
	2019	41	1	0	0	0	1	41
~~Connecticut~~	~~2016~~	~~20~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~19~~
Connecticut	2017	19	1	0	0	1	1	18
	2018	18	3	2	0	0	0	19
	2019	19	1	0	0	0	1	19
Delaware	~~2016~~	~~13~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~13~~
	2017	13	0	0	0	1	0	12
	2018	12	2	0	0	4	0	10
	2019	10	0	0	0	0	1	9
~~Florida~~	~~2016~~	~~127~~	~~5~~	~~0~~	~~0~~	~~24~~	~~0~~	~~108~~
Florida	2017	108	1	0	0	12	0	97
	2018	97	8	2	0	16	2	85
	2019	85	3	0	0	0	3	85
~~Georgia~~	~~2016~~	~~170~~	~~0~~	~~0~~	~~0~~	~~10~~	~~2~~	~~158~~
Georgia	2017	158	0	1	0	10	4	143
	2018	143	4	0	0	0	1	146
	2019	146	0	4	0	6	2	134
~~Hawaii~~	~~2016~~	~~12~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~12~~
Hawaii	2017	12	0	0	0	5	0	7
	2018	7	0	0	0	0	0	7
	2019	7	0	2	0	2	1	2
~~Idaho~~	~~2016~~	~~21~~	~~0~~	~~0~~	~~1~~	~~0~~	~~0~~	~~20~~
Idaho	2017	20	0	0	0	0	0	20
	2018	20	1	0	0	0	0	21
	2019	21	1	0	0	0	1	21
~~Illinois~~	~~2016~~	~~170~~	~~0~~	~~0~~	~~0~~	~~1~~	~~5~~	~~164~~
Illinois	2017	164	2	0	0	8	2	156
	2018	156	3	0	0	5	0	154
	2019	154	0	1	0	27	4	122
~~Indiana~~	~~2016~~	~~104~~	~~0~~	~~0~~	~~1~~	~~2~~	~~2~~	~~99~~
Indiana	2017	99	1	0	0	2	4	94
	2018	94	1	0	0	0	0	95
	2019	95	0	0	0	3	1	91
~~Iowa~~	~~2016~~	~~83~~	~~2~~	~~1~~	~~0~~	~~8~~	~~1~~	~~75~~
Iowa	2017	75	0	0	0	5	1	69
	2018	69	1	0	0	0	0	70
	2019	70	0	0	0	1	2	67
~~Kansas~~	~~2016~~	~~87~~	~~0~~	~~0~~	~~1~~	~~9~~	~~4~~	~~73~~
Kansas	2017	73	1	0	0	0	0	74
	2018	74	1	0	0	5	1	69
	2019	69	3	0	0	0	1	71
~~Kentucky~~	~~2016~~	~~132~~	~~0~~	~~0~~	~~0~~	~~30~~	~~6~~	~~96~~
Kentucky	2017	96	2	0	0	2	1	95
	2018	95	2	0	0	1	0	96
	2019	96	0	0	0	12	2	82
~~Louisiana~~	~~2016~~	~~64~~	~~0~~	~~0~~	~~0~~	~~13~~	~~1~~	~~50~~
Louisiana	2017	50	0	0	0	6	1	43

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Re-acquired by Franchisor	Col. 8 Ceased Operations- Other Reasons	Col. 9 Outlets at End of Fiscal Year
	2018	43	1	3	0	0	0	41
	<u>2019</u>	<u>41</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>39</u>
~~Maine~~	~~2016~~	~~31~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~32~~
<u>Maine</u>	2017	32	1	0	0	0	0	33
	2018	33	2	0	0	0	2	33
	<u>2019</u>	<u>33</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>32</u>
~~Maryland~~	~~2016~~	~~39~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~39~~
<u>Maryland</u>	2017	39	1	0	0	4	1	35
	2018	35	0	2	0	0	0	33
	<u>2019</u>	<u>33</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>29</u>
Massachusetts	~~2016~~	~~19~~	~~3~~	~~1~~	~~0~~	~~0~~	~~0~~	~~21~~
	2017	21	1	0	0	0	0	22
	2018	22	0	0	0	7	0	15
	<u>2019</u>	<u>15</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>15</u>
~~Michigan~~	~~2016~~	~~118~~	~~0~~	~~0~~	~~0~~	~~3~~	~~3~~	~~112~~
<u>Michigan</u>	2017	112	1	0	0	11	4	98
	2018	98	1	0	0	2	2	95
	<u>2019</u>	<u>95</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>96</u>
~~Minnesota~~	~~2016~~	~~106~~	~~0~~	~~0~~	~~0~~	~~1~~	~~1~~	~~104~~
<u>Minnesota</u>	2017	104	1	0	0	3	5	97
	2018	97	1	0	0	0	0	98
	<u>2019</u>	<u>98</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>4</u>	<u>94</u>
Mississippi	~~2016~~	~~55~~	~~0~~	~~0~~	~~0~~	~~7~~	~~0~~	~~48~~
	2017	48	0	0	0	9	1	38
	2018	38	0	0	0	0	0	38
	<u>2019</u>	<u>38</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>39</u>
~~Missouri~~	~~2016~~	~~140~~	~~0~~	~~0~~	~~0~~	~~5~~	~~3~~	~~132~~
<u>Missouri</u>	2017	132	1	0	0	0	5	128
	2018	128	6	0	0	1	1	132
	<u>2019</u>	<u>132</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>6</u>	<u>121</u>

Montana

2016 2017	32	0	0	0	0	0	32	
	32	0	0	0	0	0	32	
	2018	32	0	0	0	0	0	32
	2019	32	0	0	0	8	1	23
Nebraska	2016	59	0	0	0	0	2	57
Nebraska	2017	57	1	1	0	0	0	57
	2018	57	0	0	0	0	0	57
	2019	57	0	0	0	0	2	55
Nevada	2016	16	2	1	0	0	0	17
Nevada	2017	17	0	0	0	0	1	16
	2018	16	5	0	0	0	0	21
	2019	21	0	0	0	0	2	19
New Hampshire	2016	24	0	0	0	1	0	23
	2017	23	2	0	0	0	0	25
	2018	25	0	0	0	0	2	23
	2019	23	0	0	0	0	1	22
New Jersey	2016	36	4	1	1	0	5	33
New Jersey	2017	33	0	0	1	0	0	32
	2018	32	1	0	0	0	0	33
	2019	33	1	0	0	2	1	31
New Mexico	2016	38	0	0	0	5	0	33
New Mexico	2017	33	0	0	0	0	1	32
	2018	32	1	0	0	0	1	32
	2019	32	0	0	0	3	4	25
New York	2016	124	0	0	0	7	0	117
New York	2017	117	7	0	0	1	0	123
	2018	123	9	2	0	1	2	127
	2019	127	2	1	0	8	4	116
North Carolina	2016	183	0	0	0	6	3	174
	2017	174	2	2	0	20	1	153
	2018	153	1	0	0	23	3	128
	2019	128	3	0	0	2	4	125
North Dakota	2016	19	0	0	0	1	0	18
	2017	18	0	0	0	0	0	18
	2018	18	2	1	0	0	1	18
	2019	18	0	0	0	0	1	17
Ohio	2016	122	0	0	1	0	1	120
Ohio	2017	120	1	0	0	3	1	117
	2018	117	2	0	0	0	0	119
	2019	119	1	0	0	6	4	110
Oklahoma	2016	90	0	0	0	1	2	87
Oklahoma	2017	87	1	0	0	2	2	84
	2018	84	1	0	0	0	2	83
	2019	83	0	0	0	0	2	81
Oregon	2016	33	0	0	0	0	1	32
Oregon	2017	32	0	0	0	0	1	31
	2018	31	2	0	0	0	0	33
	2019	33	2	0	0	0	0	35
Pennsylvania	2016	184	0	0	0	3	0	181
Pennsylvania	2017	181	4	0	0	8	5	172
	2018	172	5	1	0	0	1	175
	2019	175	2	0	0	2	1	174
Rhode Island	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	1	0	0	0	0	6
	2019	6	0	0	0	0	1	5
South Carolina	2016	99	1	0	0	0	0	100
	2017	100	1	0	0	0	6	95

	2018	95	0	0	0	5	1	89
	<u>2019</u>	<u>89</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>86</u>
South Dakota	~~2016~~	~~23~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~24~~
	2017	24	1	0	0	0	0	25
	2018	25	1	0	0	0	0	26
	<u>2019</u>	<u>26</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>24</u>
Tennessee	~~2016~~	~~111~~	~~0~~	~~0~~	~~0~~	~~20~~	~~1~~	~~90~~
<u>Tennessee</u>	2017	90	1	0	0	4	7	80
	2018	80	2	1	0	1	1	79
	<u>2019</u>	<u>79</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>78</u>
Texas	~~2016~~	~~272~~	~~0~~	~~1~~	~~0~~	~~27~~	~~5~~	~~239~~
<u>Texas</u>	2017	239	9	5	0	12	0	231
	2018	231	1	2	0	0	3	227
	<u>2019</u>	<u>227</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>14</u>	<u>4</u>	<u>211</u>
Utah	~~2016~~	~~18~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~18~~
<u>Utah</u>	2017	18	2	0	0	0	0	20
	2018	20	3	0	0	0	0	23
	<u>2019</u>	<u>23</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>21</u>

Vermont

2016 2017	17	0	0	0	0	0	17	
	17	1	0	0	0	0	17	
	2018	17	2	0	0	0	0	19
Virginia	2019	19	0	0	0	0	1	18
	2016	73	1	0	0	12	0	62
	2017	62	1	0	0	0	3	60
Washington	2018	60	1	0	0	0	0	61
	2019	61	5	1	0	0	2	63
	2016	90	1	0	0	4	0	87
West Virginia	2017	87	0	0	0	17	0	70
	2018	70	4	0	0	12	0	62
	2019	62	0	0	0	5	3	54
Wisconsin	2016	45	0	0	0	2	1	42
	2017	42	0	0	0	0	0	42
	2018	42	1	0	0	0	0	43
Wyoming	2019	43	0	0	0	0	2	41
	2016	102	1	2	0	5	0	96
	2017	96	1	1	0	3	0	93
District of Columbia	2018	93	8	0	0	4	0	97
	2019	97	1	0	0	4	2	92
	2016	17	0	0	0	0	0	17
Guam	2017	17	0	0	0	0	1	16
	2018	16	0	0	0	0	0	16
	2019	16	6	0	0	0	1	21
Puerto Rico	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
Virgin Islands	2019	2	0	0	0	0	0	2
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Totals	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	1	2
	2016	11	0	1	0	0	0	10
Totals	2017	10	1	0	0	0	0	11
	2018	11	1	0	0	0	0	12
	2019	12	0	0	0	0	1	11
Totals	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Totals	2016	3,899	25	13	8	268	57	3,578
	2017	3,578	61	11	1	172	64	3,391
	2018	3,391	105	18	0	101	32	3,345
	2019	3,345	48	20	1	128	108	3,136

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 20162017 to 20182019

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
Alabama	2016	119	4	4	4	0	123
Alabama	2017	123	0	3	2	0	124
	2018	124	0	0	0	0	124

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
	<u>2019</u>	<u>124</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>129</u>
~~Alaska~~	~~2016~~	~~13~~	~~0~~	~~3~~	~~0~~	~~0~~	~~46~~
<u>Alaska</u>	2017	16	0	0	1	0	15
	2018	15	1	0	0	0	16
	<u>2019</u>	<u>16</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>14</u>
~~Arizona~~	~~2016~~	~~153~~	~~0~~	~~6~~	~~4~~	~~0~~	~~155~~
<u>Arizona</u>	2017	155	0	0	4	0	151
	2018	151	0	2	1	0	152
	<u>2019</u>	<u>152</u>	<u>0</u>	<u>1</u>	<u>8</u>	<u>0</u>	<u>145</u>
~~Arkansas~~	~~2016~~	~~34~~	~~0~~	~~0~~	~~2~~	~~0~~	~~29~~
<u>Arkansas</u>	2017	29	0	0	4	0	25
	2018	25	1	0	0	0	26
	<u>2019</u>	<u>26</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>21</u>
~~California~~	~~2016~~	~~736~~	~~20~~	~~46~~	~~11~~	~~0~~	~~791~~
<u>California</u>	2017	791	0	6	15	0	782
	2018	782	0	2	9	0	775
	<u>2019</u>	<u>775</u>	<u>0</u>	<u>13</u>	<u>72</u>	<u>0</u>	<u>716</u>
~~Colorado~~	~~2016~~	~~121~~	~~2~~	~~2~~	~~2~~	~~0~~	~~123~~
<u>Colorado</u>	2017	123	0	14	3	0	134
	2018	134	2	10	0	0	146
	<u>2019</u>	<u>146</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>140</u>
Connecticut	~~2016~~	~~80~~	~~0~~	~~0~~	~~0~~	~~0~~	~~80~~
	2017	80	0	1	3	0	78
	2018	78	3	0	0	0	81
	<u>2019</u>	<u>81</u>	<u>0</u>	<u>0</u>	<u>13</u>	<u>0</u>	<u>68</u>
~~Delaware~~	~~2016~~	~~15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~15~~
<u>Delaware</u>	2017	15	0	1	0	0	16
	2018	16	1	4	0	0	21
	<u>2019</u>	<u>21</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>26</u>
~~Florida~~	~~2016~~	~~428~~	~~0~~	~~24~~	~~7~~	~~0~~	~~445~~
<u>Florida</u>	2017	445	0	12	7	0	450
	2018	450	0	16	3	0	463
	<u>2019</u>	<u>463</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>462</u>
~~Georgia~~	~~2016~~	~~181~~	~~2~~	~~10~~	~~3~~	~~0~~	~~190~~
<u>Georgia</u>	2017	190	0	10	2	1	197
	2018	197	0	0	1	0	196
	<u>2019</u>	<u>196</u>	<u>0</u>	<u>6</u>	<u>47</u>	<u>0</u>	<u>155</u>
~~Hawaii~~	~~2016~~	~~28~~	~~1~~	~~0~~	~~1~~	~~0~~	~~28~~
<u>Hawaii</u>	2017	28	0	5	0	0	33
	2018	33	1	0	0	0	34
	<u>2019</u>	<u>34</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>38</u>
Idaho	~~2016~~	~~40~~	~~0~~	~~0~~	~~0~~	~~0~~	~~40~~
	2017	40	0	0	0	0	40
	2018	40	1	0	0	0	41
	<u>2019</u>	<u>41</u>	<u>0</u>	<u>0</u>	<u>13</u>	<u>0</u>	<u>28</u>
~~Illinois~~	~~2016~~	~~261~~	~~3~~	~~1~~	~~3~~	~~0~~	~~262~~
<u>Illinois</u>	2017	262	0	8	14	0	256
	2018	256	0	5	0	0	261
	<u>2019</u>	<u>261</u>	<u>10</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>298</u>
~~Indiana~~	~~2016~~	~~161~~	~~2~~	~~2~~	~~5~~	~~0~~	~~160~~
<u>Indiana</u>	2017	160	0	2	3	0	159
	2018	159	1	0	0	0	160
	<u>2019</u>	<u>160</u>	<u>0</u>	<u>3</u>	<u>30</u>	<u>0</u>	<u>133</u>

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
~~Iowa~~	~~2016~~	~~65~~	~~0~~	~~8~~	~~2~~	~~0~~	~~71~~
Iowa	2017	71	1	5	0	0	77
	2018	77	0	0	0	0	77
	2019	77	0	1	11	0	67
~~Kansas~~	~~2016~~	~~48~~	~~1~~	~~9~~	~~0~~	~~0~~	~~58~~
Kansas	2017	58	0	0	3	0	55
	2018	55	3	5	0	0	63
	2019	63	0	0	21	0	42
~~Kentucky~~	~~2016~~	~~61~~	~~4~~	~~30~~	~~0~~	~~0~~	~~95~~
Kentucky	2017	95	0	2	3	0	94
	2018	94	1	1	0	0	96
	2019	96	0	12	3	0	105
~~Louisiana~~	~~2016~~	~~111~~	~~0~~	~~13~~	~~6~~	~~0~~	~~118~~
Louisiana	2017	118	0	6	4	0	120
	2018	120	2	0	0	0	122
	2019	122	0	0	28	0	94
Maine	~~2016~~	~~16~~	~~0~~	~~0~~	~~0~~	~~0~~	~~16~~
	2017	16	0	0	0	0	16
	2018	16	1	0	0	0	17
Maine	2019	17	4	0	0	0	21
~~Maryland~~	~~2016~~	~~99~~	~~0~~	~~0~~	~~3~~	~~0~~	~~96~~
Maryland	2017	96	1	4	0	0	101
	2018	101	5	0	0	3	103
	2019	103	0	0	16	0	87
Massachusetts	~~2016~~	~~164~~	~~2~~	~~0~~	~~3~~	~~1~~	~~162~~
	2017	162	0	0	5	0	157
	2018	157	1	7	0	0	165
Massachusetts	2019	165	0	0	9	0	156
~~Michigan~~	~~2016~~	~~234~~	~~0~~	~~3~~	~~2~~	~~0~~	~~235~~
Michigan	2017	235	0	11	7	0	239
	2018	239	0	2	2	0	239
	2019	239	0	1	34	1	205
~~Minnesota~~	~~2016~~	~~77~~	~~2~~	~~1~~	~~0~~	~~0~~	~~80~~
Minnesota	2017	80	0	3	2	0	81
	2018	81	1	0	0	0	82
	2019	82	5	1	0	0	88
Mississippi	~~2016~~	~~65~~	~~2~~	~~7~~	~~1~~	~~0~~	~~73~~
	2017	73	0	9	4	0	78
	2018	78	0	0	0	0	78
Mississippi	2019	78	0	0	36	0	42
~~Missouri~~	~~2016~~	~~135~~	~~2~~	~~5~~	~~1~~	~~0~~	~~141~~
Missouri	2017	141	1	0	0	0	142
	2018	142	16	1	0	0	159
	2019	159	0	6	0	0	165
Montana	~~2016~~	~~19~~	~~0~~	~~0~~	~~0~~	~~0~~	~~19~~
	2017	19	0	0	0	0	19
	2018	19	1	0	0	0	20
Montana	2019	20	0	8	2	0	26
Nebraska	~~2016~~	~~24~~	~~0~~	~~0~~	~~0~~	~~0~~	~~24~~
	2017	24	1	0	0	1	24
	2018	24	1	0	0	0	25
Nebraska	2019	25	0	0	1	0	24
~~Nevada~~	~~2016~~	~~67~~	~~2~~	~~0~~	~~0~~	~~0~~	~~69~~
Nevada	2017	69	0	0	2	0	67

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
	2018	67	1	0	0	0	68
	<u>2019</u>	<u>68</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>67</u>
	~~2016~~	~~22~~	~~0~~	~~1~~	~~2~~	~~0~~	~~21~~
	2017	21	0	0	1	0	20
New Hampshire	2018	20	1	0	0	0	21
	<u>2019</u>	<u>21</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>25</u>
	~~2016~~	~~181~~	~~1~~	~~0~~	~~0~~	~~0~~	~~182~~
	<u>New Jersey</u>						
New Jersey	2017	182	0	0	4	0	178
	2018	178	0	0	1	0	177
	<u>2019</u>	<u>177</u>	<u>0</u>	<u>2</u>	<u>30</u>	<u>0</u>	<u>149</u>
	~~2016~~	~~36~~	~~1~~	~~5~~	~~0~~	~~0~~	~~42~~
New Mexico	2017	42	0	0	2	0	40
	2018	40	2	0	0	0	42
	<u>2019</u>	<u>42</u>	<u>0</u>	<u>3</u>	<u>16</u>	<u>0</u>	<u>29</u>
	~~2016~~	~~383~~	~~0~~	~~7~~	~~1~~	~~0~~	~~389~~
New York	2017	389	0	1	13	0	377
	2018	377	0	1	0	0	378
	<u>2019</u>	<u>378</u>	<u>0</u>	<u>8</u>	<u>14</u>	<u>1</u>	<u>371</u>
	~~2016~~	~~145~~	~~2~~	~~6~~	~~2~~	~~0~~	~~151~~
North Carolina	2017	151	0	20	11	0	160
	2018	160	4	23	0	0	187
	<u>2019</u>	<u>187</u>	<u>0</u>	<u>2</u>	<u>15</u>	<u>1</u>	<u>173</u>
	~~2016~~	~~4~~	~~0~~	~~1~~	~~0~~	~~0~~	~~5~~
North Dakota	2017	5	0	0	0	0	5
	2018	5	2	0	0	1	6
	<u>2019</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>0</u>
	~~2016~~	~~270~~	~~5~~	~~0~~	~~2~~	~~0~~	~~273~~
Ohio	2017	273	0	3	10	0	266
	2018	266	4	0	0	0	270
	<u>2019</u>	<u>270</u>	<u>0</u>	<u>6</u>	<u>15</u>	<u>0</u>	<u>261</u>
	~~2016~~	~~50~~	~~0~~	~~1~~	~~0~~	~~0~~	~~51~~
Oklahoma	2017	51	0	2	2	0	51
	2018	51	0	0	0	0	51
	<u>2019</u>	<u>51</u>	<u>0</u>	<u>0</u>	<u>9</u>	<u>0</u>	<u>42</u>
	~~2016~~	~~101~~	~~1~~	~~0~~	~~0~~	~~0~~	~~102~~
Oregon	2017	102	0	0	0	0	102
	2018	102	1	0	0	0	103
	<u>2019</u>	<u>103</u>	<u>0</u>	<u>0</u>	<u>14</u>	<u>1</u>	<u>88</u>
	~~2016~~	~~230~~	~~1~~	~~3~~	~~5~~	~~0~~	~~229~~
Pennsylvania	2017	229	0	8	3	0	234
	2018	234	2	0	0	0	236
	<u>2019</u>	<u>236</u>	<u>0</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>236</u>
	~~2016~~	~~25~~	~~0~~	~~0~~	~~0~~	~~0~~	~~25~~
Rhode Island	2017	25	0	0	0	0	25
	2018	25	0	0	0	0	25
	<u>2019</u>	<u>25</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>21</u>
	~~2016~~	~~72~~	~~0~~	~~0~~	~~1~~	~~0~~	~~71~~
South Carolina	2017	71	0	0	4	0	67
	2018	67	1	5	1	0	72
	<u>2019</u>	<u>72</u>	<u>0</u>	<u>0</u>	<u>13</u>	<u>0</u>	<u>59</u>
	~~2016~~	~~5~~	~~2~~	~~0~~	~~1~~	~~0~~	~~6~~
South Dakota	2017	6	0	0	0	0	6
	2018	6	0	0	0	0	6

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
	<u>2019</u>	<u>6</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>16</u>
~~Tennessee~~	~~2016~~	~~131~~	~~3~~	~~20~~	~~2~~	~~0~~	~~152~~
<u>Tennessee</u>	2017	152	0	4	5	0	151
	2018	151	1	1	0	0	153
	<u>2019</u>	<u>153</u>	<u>29</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>182</u>
~~Texas~~	~~2016~~	~~546~~	~~12~~	~~27~~	~~5~~	~~0~~	~~580~~
<u>Texas</u>	2017	580	22	12	0	0	614
	2018	614	0	0	37	0	577
	<u>2019</u>	<u>577</u>	<u>0</u>	<u>14</u>	<u>30</u>	<u>3</u>	<u>558</u>
~~Utah~~	~~2016~~	~~70~~	~~0~~	~~0~~	~~0~~	~~0~~	~~70~~
<u>Utah</u>	2017	70	0	0	4	0	66
	2018	66	2	0	0	0	68
	<u>2019</u>	<u>68</u>	<u>0</u>	<u>0</u>	<u>7</u>	<u>0</u>	<u>61</u>
Vermont	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2017	0	0	0	0	0	0
	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2018~~ <u>2019</u>	0	0	0	0	0	0
~~Virginia~~	~~2016~~	~~179~~	~~2~~	~~12~~	~~5~~	~~0~~	~~188~~
<u>Virginia</u>	2017	188	0	0	2	0	186
	2018	186	1	0	0	0	187
	<u>2019</u>	<u>187</u>	<u>0</u>	<u>0</u>	<u>71</u>	<u>1</u>	<u>115</u>
~~Washington~~	~~2016~~	~~132~~	~~1~~	~~4~~	~~3~~	~~0~~	~~134~~
<u>Washington</u>	2017	134	3	17	0	0	154
	2018	154	2	12	0	0	168
	<u>2019</u>	<u>168</u>	<u>3</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>176</u>
West Virginia	~~2016~~	~~42~~	~~0~~	~~2~~	~~0~~	~~0~~	~~44~~
	2017	44	0	0	2	0	42
	2018	42	1	0	0	0	43
	<u>2019</u>	<u>43</u>	<u>39</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>82</u>
~~Wisconsin~~	~~2016~~	~~100~~	~~2~~	~~5~~	~~1~~	~~0~~	~~106~~
<u>Wisconsin</u>	2017	106	0	3	3	0	106
	2018	106	0	4	2	0	108
	<u>2019</u>	<u>108</u>	<u>0</u>	<u>3</u>	<u>27</u>	<u>0</u>	<u>84</u>
Wyoming	~~2016~~	~~9~~	~~0~~	~~0~~	~~0~~	~~0~~	~~9~~
	2017	9	0	0	1	0	8
	2018	8	0	0	0	0	8
	<u>2019</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>5</u>	<u>0</u>
District of Columbia	~~2016~~	~~16~~	~~0~~	~~0~~	~~1~~	~~0~~	~~15~~
	2017	15	0	0	0	0	15
	2018	15	1	0	0	0	16
	<u>2019</u>	<u>16</u>	<u>38</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>54</u>
Guam	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2017	0	0	0	0	0	0
	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	~~2018~~ <u>2019</u>	0	0	0	0	0	0
Puerto Rico	~~2016~~	~~64~~	~~1~~	~~0~~	~~10~~	~~0~~	~~55~~
	2017	55	0	0	3	0	52
	2018	52	0	0	3	0	49
	<u>2019</u>	<u>49</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>44</u>
Virgin Islands	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2017	0	0	0	0	0	0
	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Fiscal Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of Fiscal Year
	~~2018~~ <u>2019</u>	0	0	0	0	0	0
Totals	~~2016~~	~~6,365~~	~~83~~	~~268~~	~~101~~	~~4~~	~~6,614~~
Totals	2017	6,614	29	172	157	2	6,655
	2018	6,655	69	101	60	4	6,761
	<u>2019</u>	<u>6,761</u>	<u>153</u>	<u>127</u>	<u>639</u>	<u>14</u>	<u>6,388</u>

TABLE NO. 5
PROJECTED OPENINGS
AS OF FISCAL YEAR ENDING APRIL 30, ~~2019~~2020

Column 1 State	Column 2 Franchise Agreements Signed but Outlets Not Opened	Column 3 Projected New Franchised Outlets in Fiscal Year Ending April 30, ~~2019~~ <u>2020</u>	Column 4 Projected New Company-Owned Outlets in Fiscal Year Ending April 30, ~~2019~~ <u>2020</u>
Alabama	0	~~10~~	~~3~~
Alaska	0	0	~~1~~
Arizona	0	~~20~~	~~10~~
Arkansas	0	0	0
California	0	2	~~12~~
Colorado	0	~~10~~	4
Connecticut	0	~~10~~	~~30~~
Delaware	0	0	0
Florida	0	~~51~~	~~910~~
Georgia	0	<u>2</u>	5
Hawaii	0	0	~~2~~
Idaho	0	0	0
Illinois	0	~~20~~	~~46~~
Indiana	0	0	0
Iowa	0	<u>0</u>	1
Kansas	0	~~10~~	~~20~~
Kentucky	0	0	~~23~~
Louisiana	0	0	~~13~~
Maine	0	0	0
Maryland	0	~~10~~	0
Massachusetts	0	0	~~32~~
Michigan	0	~~32~~	~~45~~
Minnesota	0	~~20~~	0
Mississippi	0	0	~~23~~
Missouri	0	~~21~~	~~43~~
Montana	0	0	0
Nebraska	0	0	~~20~~
Nevada	0	~~20~~	~~51~~
New Hampshire	0	0	0
New Jersey	0	0	~~2~~
New Mexico	0	0	2
New York	0	~~60~~	~~35~~
North Carolina	0	~~32~~	~~38~~
North Dakota	0	0	0
Ohio	0	~~42~~	6
Oklahoma	0	0	~~30~~
Oregon	0	~~30~~	~~42~~

Column 1 State	Column 2 Franchise Agreements Signed but Outlets Not Opened	Column 3 Projected New Franchised Outlets in Fiscal Year Ending April 30, ~~2019~~ 2020	Column 4 Projected New Company-Owned Outlets in Fiscal Year Ending April 30, ~~2019~~ 2020
Pennsylvania	0	~~2~~ 1	~~5~~ 4
Rhode Island	0	0	0
South Carolina	0	0	~~1~~ 0
South Dakota	0	0	0
Tennessee	0	0	~~0~~ 1
Texas	0	~~3~~ 2	~~6~~ 10
Utah	0	0	~~0~~ 3
Vermont	0	0	0
Virginia	0	~~1~~ 0	~~2~~ 0
Washington	0	~~5~~ 0	~~9~~ 42
West Virginia	0	0	~~0~~ 4
Wisconsin	0	~~3~~ 0	~~6~~ 4
Wyoming	0	0	0
District of Columbia	0	0	0
Guam	0	0	0
Puerto Rico	0	0	0
Virgin Islands	0	0	0
Totals	0	~~6~~ 15	~~11~~ 2167

The names, addresses, and telephone numbers of the franchisees and their outlets in your state are listed on Exhibit E.

The name, city and state, current business telephone number or, if unknown, the last known home telephone number) of every franchisee that had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise License Agreement during the most recently completed Fiscal Year or who has not communicated with us within ten weeks of the issuance date of this disclosure document, are also listed on Exhibit E. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, during the last three Fiscal Years, current and former franchisees signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The Franchisee Leadership Council (“Council”) was created and is sponsored by us to promote constructive communication between franchisees and us. The Council, a representative group of franchisees, meets periodically with us to review strategic plans and to discuss matters of common interests for mutual benefit. Officers of the Council are franchisees elected to serve a one-year term, and the Vice Chair will ascend to the office of Chair for the next one-year term. The current Chair and Vice Chair are:

~~Tony Temple, Chair, 6951 Cougar Trail, PO Box 456, Kingsley, MI 49649
Phone No.: 231-486-5055; email address: tony.temple@hrblock.com~~

Sis Woods, ~~Vice~~ Chair, 702 S Belt Hwy, Saint Joseph, MO 64507
Phone No.: 816-279-1040; email address: ~~ewoods@hrblock.com~~ cwoods@hrblock.com

[Johnny C. \("Bud"\) Welborn, Vice Chair, 103 Ranch Rd 620 S, Lakeway, TX 78734
Phone No.: 512-750-1841; email address: johnny.welborn@hrblock.com](mailto:johnny.welborn@hrblock.com)

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit D are the audited, fiscal-year-end financials for ~~2016,~~ 2017, [2018](#), and [20182019](#) of our Parent, H&R Block, Inc. Our Parent has guaranteed our performance with you. A copy of the Guarantee of Performance is included as Exhibit C.

The following documents filed with the Securities and Exchange Commission by H&R Block, Inc. are incorporated in this disclosure document by reference: All reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, since April 30, ~~2018~~2019, except for information furnished under current reports on Form 8-K that is not considered filed and not incorporated herein by reference.

ITEM 22 CONTRACTS

The following agreements and other required exhibits are attached to this disclosure document in the order listed below:

Ex.	Title
A	State Administrators and Agents for Service of Process
B	State Amendments to Franchise Disclosure Document and Franchise License Agreement
C	Guarantee of Performance
D	Financial Statements
E	List of Franchisees and Certain Former Franchisees
F-1	Franchise License Agreement
F-2	Amendment to Franchise License Agreement Non-H&R Block Business
F-3	Amendment to Franchise License Agreement Extension of Preseason Hours
F-4	Addendum to Franchise License Agreement H&R Block Small Business – Standard
F-5	Addendum to Franchise License Agreement H&R Block Small Business – Existing Business Service Client Base
F-6	Addendum to Franchise License Agreement Conversion Royalty Credit
G-1	Franchise Conversion Agreement
G-2	Franchise Conversion Agreement with Option to Sell
~~H-1~~	~~Annual Payments, Adjustable Rate,~~ Term Loan Credit and Security Agreement
~~H-2~~	~~Short-Term Loan~~ Credit and Security Agreement
I-1	Franchise Electronic Filing and Software Systems Agreement
I-2	Peace of Mind Franchise Acknowledgement
I-3	Franchise Financial Products Distribution Agreement
J	Operations Manual Table of Contents
K	Receipts

ITEM 23 RECEIPTS

Sign and date the duplicate Receipt pages that are attached as the last 2 pages of this disclosure document to acknowledge the date you received it. Return one signed and dated Receipt to us and retain the other for your records.

STATE ADMINISTRATORS

CALIFORNIA Commissioner of Business Oversight California Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll free: (866) 275-2677	NEW YORK Office of the New York State Attorney General Investor Protection Bureau, Franchise Section ~~29~~ 28 Liberty Street, 21 st Floor New York, New York 10005 (212) 416-8236 (212) 416-6042 Fax
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	RHODE ISLAND Director, Department of Business Regulation, Securities Division John O. Pastore Complex–Bldg. 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9585
INDIANA Indiana Securities Commissioner Securities Division 302 West Washington Street, Room E111 Indianapolis, Indiana 46204 (317) 232-6681	SOUTH DAKOTA Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823
MARYLAND Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	VIRGINIA Division of Securities and Retail Franchising State Corporation Commission 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Department of Attorney General Consumer Protection Division G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, Michigan 48933 (517) 373-7117	WASHINGTON Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 296-4026	WISCONSIN Commissioner of Securities Department of Financial Institutions Division of Securities ~~201 West Washington Avenue, Suite 300~~ 4822 Madison Yards Way, North Tower Madison, Wisconsin ~~53703~~ 53705 (608) 261-9555

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of Business Oversight California Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll free: (866) 275-2677	NEW YORK New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	RHODE ISLAND Director, Department of Business Regulation, Securities Division John O. Pastore Complex–Bldg. 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9585
INDIANA Indiana Secretary of State 302 West Washington Street, Room E018 Indianapolis, Indiana 46204 (317) 232-6681	SOUTH DAKOTA Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	VIRGINIA Division of Securities and Retail Franchising State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Department of Attorney General Consumer Protection Division G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, Michigan 48933 (517) 373-7117	WASHINGTON Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 296-4026	WISCONSIN Commissioner of Securities Department of Financial Institutions Division of Securities ~~201 West Washington Avenue, Suite 300~~ 4822 Madison Yards Way, North Tower Madison, Wisconsin ~~53703~~ 53705 (608) 261-9555

**STATE AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE LICENSE AGREEMENT**

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY CALIFORNIA

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in the association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is currently 10% annually.

Item 17, Additional Disclosures:

The Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010) and voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Agreement requires application of the laws of the State of Missouri. This provision may not be enforceable under California law.

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

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

Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

Additional Disclosures:

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DOBDBO.CA.GOV.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR CALIFORNIA**

In recognition of the requirements and the regulations of the California Franchise Relations Act, §§ 20000 through 20043 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of California, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination and Renewal. Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

1.1.1 California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the FLA upon certain bankruptcy-related events. If the FLA is inconsistent with the law, the law will control.

1.2 Venue. To the extent governed by California state law, any provision in the FLA that designates venue in a forum outside of the State of California may be unenforceable.

1.3 Restriction on Competition. The FLA contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR CONNECTICUT**

In recognition of the requirements of the Connecticut General Statutes, §§ 42-739-42-133e through 42-739-42-133h (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Connecticut, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination and Renewal. Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

1.2 Venue. To the extent governed by Connecticut state law, any provision in the FLA that designates venue in a forum outside of the State of Connecticut may be unenforceable.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR DELAWARE**

In recognition of the requirements of the Delaware Franchise Security Law, §§ 2551 through 2557 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Delaware, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Notice. Any provision in the FLA that conflicts with the notice provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY HAWAII

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1 – 482E-12 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

State Cover Page, Additional Disclosures:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, 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 LICENSE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, §§ 482E-1 through 482E-12 (the “Act”) the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Hawaii, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Cure. Any provision in the FLA that conflicts with the cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT FOR ILLINOIS**

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 – 705/44 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

~~The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.~~

Illinois law governs the FLA.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act ~~states~~provides that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

~~Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Agreement which designates jurisdiction or venue in a forum outside of Illinois is void, provided that the Agreement may provide for arbitration in a forum outside of Illinois.~~

~~Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Illinois Franchise Disclosure Act, or a rule or order under the Illinois Franchise Disclosure Act will be void and are deleted with respect to claims under the Illinois Franchise Disclosure Act.~~

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS §§ 705/1 through 705/44 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Illinois, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination and Renewal. ~~Any provision in the FLA that conflicts with the Your rights upon termination, and non-renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of a franchise agreement are set forth in section 19 and 20 of the Act.~~

1.2 Jurisdiction and Venue. ~~To the extent governed by~~ Jurisdiction and venue will be in Illinois state law.

1.2.1 Section 4 of the Act provides that any provision in ~~the FLA~~ a franchise agreement that designates jurisdiction or venue ~~in a forum outside of the State of Illinois may be unenforceable with respect to any cause of action which otherwise is enforceable in the State of Illinois, provided that this section will not apply to any~~ is void. However, a franchise agreement may provide for arbitration provision outside of Illinois.

1.3 Waiver. ~~Any provision in Section 41 of the FLA Act provides that imposes any condition or stipulation, or provision purporting to bind any franchisee person acquiring any franchise to waive compliance with any provision of the Act, or any other law of the State of Illinois, is void; however, a franchisee is not prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor will franchisee be prevented from arbitrating any claim pursuant to the provisions of Title 9 of the United States Code.~~

~~**1.3.1 Release of Claims.** Any release of claims or acknowledgments of fact contained in the FLA that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, shall be void and are hereby deleted with respect to claims under the Act.~~

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR INDIANA**

In recognition of the requirements of the Indiana Franchise Act, §§ 23-2-2.5-1 through 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, §§ 23-2-2.7-1 through 23-2-2.7-7 (together the “Acts”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Indiana, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination and Renewal. Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Acts will be amended to the extent necessary to conform to the requirements of the Acts.

1.2 Covenant not to Compete. Any provision in the FLA that requires a franchisee to covenant not to compete with the franchisor, upon termination or failure to renew the franchise, will be geographically reduced to the Franchise Territory granted by the FLA.

1.3 Litigation Limitation. Any provision in the FLA that limits litigation brought for breach of the FLA may be unenforceable.

1.4 Damages. Any provision in the FLA that limits the recovery of damages or fees will be amended to the limitations set forth in the Acts.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Acts apply independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR IOWA**

In recognition of the requirements of the Iowa Code Annotated, §§ 537A.10 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Iowa, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Renewal and Cure. Any provision in the FLA that conflicts with the renewal or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

1.2 Transfer. Any provision in the FLA that conflicts with the transfer provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

1.3 Jurisdiction, Venue, and Choice of Law. To the extent governed by Iowa state law, any provision in the FLA that designates a choice of law, jurisdiction, or venue in a forum outside the State of Iowa may be unenforceable.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY MARYLAND

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 – 14-233 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosures:

Our termination of the Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

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 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale, assignment, and/or Transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY MICHIGAN

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§ 445.1501 – 445.1546 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR MICHIGAN**

In recognition of the requirements of the Michigan Franchise Investment Law, §§ 445.1501 through 445.1546 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Michigan, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Venue. To the extent governed by Michigan state law, any provision requiring that arbitration or litigation is to be conducted outside the State of Michigan may be unenforceable. This will not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration outside the State of Michigan.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:

H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY MINNESOTA

To the extent the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 – 80C.22 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Disclosure Document will abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 4, Additional Disclosure: Item 4 is hereby deleted and replaced with the following:

During the 15-year period immediately preceding the date of this disclosure document, neither we, any parent, predecessor, affiliate, officer or general partner of ours, nor any other person who will have management responsibility relating to the sale or operation of the franchises offered by this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code or any foreign bankruptcy laws required to be disclosed in this Item.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the Agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation, or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota

or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR MINNESOTA**

In recognition of the requirements of the Minnesota Statutes Annotated, §§ 80C.01 through 80C.30 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Minnesota, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination and Cure. Any provision in the FLA that conflicts with the termination, notice, renewal, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

1.1.1 With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days’ notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the FLA; or (3) failure of the franchisee to cure a default under the FLA which materially impairs the goodwill associated with the franchisor’s trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

1.1.2 With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days’ notice for non-renewal of the FLA.

1.2 Jurisdiction, and Venue, and. To the extent governed by Minnesota state law, any provision in the FLA that designates a jurisdiction or venue in a forum outside the State of Minnesota may be unenforceable.

1.3 Indemnification. The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee’s use of franchisor’s trademarks (“Marks”) infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee’s use of franchisor’s trademark, but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee’s use of the Marks in accordance with the requirements of the FLA and franchisor’s standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle, or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

1.4 Waiver. Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

1.5 Choice of Law. To the extent governed by Minnesota state law, any provision in the FLA that designates a choice of law, jurisdiction, or venue in a forum outside outside the State of

Minnesota may be unenforceable. Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

1.5.1 According to Minn. Stat. Sec. 80C.21 and Minnesota Rule 2860.440(J), the terms of the FLA shall not in any way abrogate or reduce franchisee's rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in the FLA shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or franchisee's rights to any procedure, forum, or remedy provided for by the laws of the State of Minnesota~~may be unenforceable~~.

~~1.3~~**1.6 Litigation Limitation.** The FLA contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law. The Franchisee consents to the Franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

1.6.1 Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR MISSISSIPPI**

In recognition of the requirements of the Mississippi Code Annotated, §§ 75-24-51 through 75-24-63 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Mississippi, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Notice. Any provision in the FLA that conflicts with the notice provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR MISSOURI**

In recognition of the requirements of the Missouri Statutes Annotated, §§ 407.400 through 407.420 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Missouri, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Notice. Any provision in the FLA that conflicts with the notice provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR NEBRASKA**

In recognition of the requirements of the Nebraska Franchise Practices Act, §§ 87-401 through 87-410 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Nebraska, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Renewal and Notice. Any provision in the FLA that conflicts with the renewal or notice provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

1.2 Transfer. Any provision in the FLA that conflicts with the transfer provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR NEW JERSEY**

In recognition of the requirements of the New Jersey Franchise Practices Act, §§ 56:10-1 through 56:10-15 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of New Jersey, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.2 Notice. Any provision in the FLA that conflicts with the notice provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY NEW YORK

To the extent the New York General Business Law, Article 33, §§ 680 - 695 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Cover Page, Additional Disclosure.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, ~~120 BROADWAY~~28 LIBERTY STREET, ~~23RD~~21ST FLOOR, NEW YORK, NEW YORK ~~10271~~10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our principal trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or

Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of 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.

Item 4, Additional Disclosure. Item 4 is hereby deleted and replaced with the following:

Except as set forth in this Item, neither H&R Block Tax Services LLC, its affiliates, its predecessor, officers, or general partner during the 10-year period immediately before the date of this Disclosure Document has:

A. Filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

B. Obtained a discharge of its debts under the bankruptcy code; or

C. Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise License Agreement inconsistent with that law.

Any provision in the Franchise License Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, §§ 680 – 695 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of New York, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Enforceability. Any provision in the FLA that is inconsistent with the Act may not be enforceable.

1.2 Choice of Law. To the extent governed by New York state law, the Act shall govern any claim arising under that law.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY NORTH DAKOTA

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 – 51-19-17 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel, or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise License Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Agreement requires the franchisee to consent to a limitation of claims within one (1) year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 – 51-19-17 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of North Dakota, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination. Covenants not to compete during the term of and upon termination or expiration of the FLA are enforceable only under certain conditions according to North Dakota law. If the FLA contains a covenant not to compete that is inconsistent with the Act, the covenant may be unenforceable.

1.1.1 Liquidated Damages. Any requirement that a franchisee consent to termination or liquidated damages may not be enforceable under the Act.

1.2 Jurisdiction, Venue, and Choice of Law. To the extent governed by North Dakota state law, any provision in the FLA that designates a choice of law, jurisdiction, or venue in a forum outside the State of North Dakota may be unenforceable.

1.3 Damages. The waiver of punitive or exemplary damages may not be enforceable under the Act.

1.4 Litigation Limitations. The waiver of trial by jury may not be enforceable under the Act. Any limitation of claims that is inconsistent with the Act may be unenforceable.

1.4.1 Expenses. The Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys’ fees.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:

H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR PUERTO RICO**

In recognition of the requirements of the Laws of Puerto Rico Annotated, Title 10, Subtitle 1, Chapter 14 §§ 278 through 278e (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in Puerto Rico, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Jurisdiction, Venue, and Choice of Law. To the extent governed by Puerto Rico law, any provision in the FLA that designates a choice of law, jurisdiction, or venue in a forum outside of Puerto Rico may be unenforceable.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY RHODE ISLAND

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§ 19-28.1-1 – 19-28.1-34 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR RHODE ISLAND**

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 (the “Act”) applies, the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Rhode Island, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, such provisions are hereby amended as follows:

1.1 Jurisdiction and Venue. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR THE VIRGIN ISLANDS**

In recognition of the requirements of the Laws of the Virgin Islands Code 12A §§ 130 through 139 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the Virgin Islands, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, such provisions are hereby amended as follows:

1.1 Notice. Any provision in the FLA that conflicts with the notice provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY VIRGINIA

To the extent the Virginia Retail Franchising Act, Va. Code §§ 13.1-557 – 13.1-574 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

“According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code §§ 13.1-557 through 13.1-574 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Virginia, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

~~**1.1 Termination.** Any provision in the FLA that conflicts with the termination provision of the Act will be amended to the extent necessary to conform to the requirements of the Act.~~

1.1 Termination. According to Section 13.1564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the FLA does not constitute “reasonable cause,” as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY WASHINGTON

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 – 19.100.940 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosure:

The state of Washington has a statute, RCW 19.100.180 which may supersede the 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 License Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights signed by a franchisee will not include rights under the Washington Franchise Investment Protection Act except when signed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

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

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Washington, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination and Renewal. Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

1.1.1 The state of Washington has a statute, RCW 19.100.180, which may supersede the FLA in franchisee’s relationship with the franchisor including the areas of termination and renewal of the franchise. There may also be court decisions which may supersede the FLA in franchisee’s relationship with the franchisor including the areas of termination and renewal of the franchise.

1.2 Jurisdiction and Choice of Law. To the extent governed by Washington state law, any provision in the FLA that designates choice of law or jurisdiction in a forum outside the State of Washington may be unenforceable.

1.2.1 In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:

H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY WISCONSIN

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01 – 135.07 applies to the offer or sale to you of the franchise described in the attached H&R Block Tax Services, LLC Franchise Disclosure Document, the terms of this Amendment apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Agreement or a related contract which is inconsistent with the Law.

**AMENDMENT TO H&R BLOCK TAX SERVICES LLC
FRANCHISE LICENSE AGREEMENT FOR WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, §§ 135.01 through 135.14 (the “Act”), the H&R Block Tax Services LLC Franchise License Agreement (“FLA”), for use in the State of Wisconsin, will be amended as follows (this “Amendment”):

1. Amendments. If the FLA contains provisions that are inconsistent with the following, the provisions are hereby amended as follows:

1.1 Termination and Renewal. Any provision in the FLA that conflicts with the termination, renewal, notice, or cure provisions of the Act will be amended to the extent necessary to conform to the requirements of the Act.

2. Definitions. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

3. Modification. Except as specifically amended, all of the terms, conditions, and provisions of the FLA continue in full force and effect. In the event of any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

4. Effect on FLA. Each provision of this Amendment will be effective only to the extent that the Act applies independently and without reference to this Amendment.

H&R Block Tax Services LLC and the Franchisee have signed this Amendment as of the Effective Date of the FLA.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

GUARANTEE OF PERFORMANCE

For value received, **H&R Block, Inc.**, a Missouri corporation (the “Guarantor”), located at One H&R Block way, Kansas City, MO 64105, absolutely and unconditionally guarantees to assume the duties and obligations of **H&R Block Tax Services LLC**, located at One H&R Block Way, Kansas City, MO 64105 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its ~~2018~~2019 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Kansas City, Missouri on the ~~19~~28th day of June, ~~2018~~2019.

Guarantor:

H&R BLOCK, INC.

By: /s/
Tony G. Bowen
Chief Financial Officer

EXHIBIT D

H&R BLOCK, INC. **FINANCIAL STATEMENTS**

NOTE: The following financial statements begin with Item 8 on page 32 and end with Item 9B on page ~~69~~67 and are from H&R Block, Inc.'s ~~2018~~2019 Form 10-K Annual Report.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

DISCUSSION OF FINANCIAL RESPONSIBILITY

H&R Block's management is responsible for the integrity and objectivity of the information contained in this document. Management is responsible for the consistency of reporting this information and for ensuring that accounting principles generally accepted in the U.S. are properly applied. In discharging this responsibility, management maintains an extensive program of internal audits and requires members of management to certify financial information within their scope of management. Our system of internal control over financial reporting also includes formal policies and procedures, including a Code of Business Ethics and Conduct that reinforces our commitment to ethical business conduct and is designed to encourage our employees and directors to act with high standards of integrity in all that they do.

The Audit Committee of the Board of Directors, composed solely of independent outside directors, meets periodically with management, the independent auditor and the Vice President, Audit Services (our chief internal auditor) to review matters relating to our financial statements, internal audit activities, internal accounting controls and non-audit services provided by the independent auditors. The independent auditor and the Vice President, Audit Services have full access to the Audit Committee and meet with the committee, both with and without management present, to discuss the scope and results of their audits, including internal controls and financial matters.

Deloitte & Touche LLP audited our consolidated financial statements for fiscal years [2019](#), ~~2018~~, ~~2017~~ and ~~2016~~[2017](#). The audits were conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States).

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 12a-15(f). Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria established in "Internal Control - Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), using the 2013 framework, as of April 30, ~~2018~~[2019](#).

Based on our assessment, our Chief Executive Officer and Chief Financial Officer concluded that as of April 30, ~~2018~~[2019](#), the Company's internal control over financial reporting was effective based on the criteria set forth by COSO, using the 2013 framework. The Company's external auditor, Deloitte & Touche LLP, an independent registered public accounting firm, has issued an audit report on the effectiveness of the Company's internal control over financial reporting.

/s/ Jeffrey J. Jones II

Jeffrey J. Jones II

President and Chief Executive Officer

/s/ Tony G. Bowen

Tony G. Bowen

Chief Financial Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
H&R Block, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of H&R Block, Inc. and subsidiaries (the "Company") as of April 30, ~~2018~~2019 and ~~2017~~2018, ~~and~~ the related consolidated statements of income and comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended April 30, ~~2018~~2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of April 30, ~~2018~~2019 and ~~2017~~2018, and the results of its operations and its cash flows for each of the three years in the period ended April 30, ~~2018~~2019, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of April 30, ~~2018~~2019, based on ~~the~~ criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated June ~~15~~14, ~~2018~~2019, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

Kansas City, Missouri

June ~~15~~14, ~~2018~~2019

We have served as the Company's auditor since 2007.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
H&R Block, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of H&R Block, Inc. and subsidiaries (the "Company") as of April 30, ~~2018~~2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of April 30, ~~2018~~2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended April 30, ~~2018~~2019, of the Company and our report dated June ~~15~~14, ~~2018~~2019, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Kansas City, Missouri

June ~~15~~14, ~~2018~~2019

CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME

(in 000s, except per share amounts)

Year ended April 30,

REVENUES:

Service revenues	\$	<u>2,691,727</u>	\$	2,766,426	\$	2,648,349	\$	~~2,653,936~~
Royalty, product and other revenues		<u>403,154</u>		393,505		<u>387,965</u>		~~384,217~~
		<u>3,094,881</u>				3,036,314		~~3,038,153~~

OPERATING EXPENSES:

Costs of revenues		<u>1,756,922</u>		1,739,729		<u>1,644,377</u>		~~1,685,552~~
Selling, general and administrative		<u>722,167</u>		668,152		<u>675,953</u>		~~719,409~~
Total operating expenses		<u>2,479,089</u>		2,407,881		<u>2,320,330</u>		~~2,404,961~~
Other income (expense), net		<u>16,419</u>		6,054		<u>6,254</u>		~~5,249~~
Interest expense on borrowings		<u>(87,051)</u>		(89,372)		<u>(92,951)</u>		~~(68,962)~~
Income from continuing operations before income taxes		<u>545,160</u>		668,732		<u>629,287</u>		~~569,479~~
Income taxes		<u>99,904</u>		~~41,823~~		<u>41,823</u>		~~208,370~~
Net income from continuing operations		<u>445,256</u>		626,909		<u>420,917</u>		~~383,553~~
Net loss from discontinued operations, net of tax benefits of \$ <u>6,788</u> , \$7,016, ~~\$6,986~~ and \$ <u>5,414</u> , ~~6,986~~		<u>(22,747)</u>		(13,760)		<u>(11,972)</u>		~~(9,286)~~
NET INCOME	\$	<u>422,509</u>	\$	613,149	\$	408,945	\$	~~374,267~~

BASIC EARNINGS (LOSS) PER SHARE:

Continuing operations	\$	<u>2.99</u>	\$	2.99	\$	1.97	\$	~~1.54~~
Discontinued operations		<u>(0.11)</u>		(0.06)		(0.05)		~~(0.04)~~
Consolidated	\$	<u>2.05</u>	\$	2.93	\$	1.92	\$	~~1.50~~

DILUTED EARNINGS (LOSS) PER SHARE:

Continuing operations	\$	<u>2.15</u>	\$	2.98	\$	1.96	\$	~~1.53~~
Discontinued operations		<u>(0.11)</u>		(0.07)		(0.05)		~~(0.04)~~
Consolidated	\$	<u>2.04</u>	\$	2.91	\$	1.91	\$	~~1.49~~

COMPREHENSIVE INCOME:

Net income	\$	<u>422,509</u>	\$	613,149	\$	408,945	\$	~~374,267~~

Unrealized gains (losses) on securities, net of taxes:	<u>—</u>	<u>1</u>	<u>(16)</u>
Unrealized holding gains (losses) arising during the year, net of taxes of \$ —, (\$9) and (\$2,270)	<u>1</u>	<u>(16)</u>	<u>(3,530)</u>
Reclassification adjustment for losses (gains) included in income, net of taxes of \$ —, \$ — and (\$3,214)	<u>—</u>	<u>—</u>	<u>(4,982)</u>
Change in foreign currency translation adjustments	<u>(6,113)</u>	995	(4,050)
Other comprehensive income (loss)	<u>(6,113)</u>	996	(4,066)
Comprehensive income	<u>\$ 416,396</u>	<u>\$ 614,145</u>	<u>\$ 404,879</u>

See accompanying notes to consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

(in 000s, except share and per share amounts)

As of April 30,

ASSETS

Cash and cash equivalents	\$ <u>1,572,150</u>	\$ 1,544,944	\$ <u>1,011,331</u>
Cash and cash equivalents - restricted	<u>135,577</u>	118,734	<u>106,208</u>
Receivables, less allowance for doubtful accounts of \$ <u>67,228</u> and \$81,813 and ~~\$55,296~~	<u>138,965</u>	146,774	<u>162,775</u>
Income taxes receivable		<u>12,310</u>	<u>—</u>
Prepaid expenses and other current assets		<u>68,951</u>	<u>65,725</u>
Total current assets	<u>1,993,359</u>	1,891,713	<u>1,346,039</u>
Property and equipment, at cost, less accumulated depreciation and amortization of \$ <u>745,761</u> and \$745,397 and ~~\$678,161~~	<u>212,092</u>	231,888	<u>263,827</u>
Intangible assets, net	<u>342,493</u>	373,981	<u>409,364</u>
Goodwill	<u>519,937</u>	507,871	<u>491,207</u>
Deferred tax assets and income taxes receivable	<u>141,979</u>	34,095	<u>83,728</u>
Other noncurrent assets	<u>90,085</u>	101,401	<u>99,943</u>
Total assets	\$ <u>3,299,945</u>	\$ 3,140,949	\$ <u>2,694,108</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

LIABILITIES:

Accounts payable and accrued expenses	\$ <u>249,525</u>	251,975	\$ <u>217,028</u>
Accrued salaries, wages and payroll taxes	<u>196,527</u>	141,499	<u>183,856</u>
Accrued income taxes and reserves for uncertain tax positions	<u>271,973</u>	263,050	<u>348,199</u>
Current portion of long-term debt	<u>—</u>	1,026	<u>981</u>
Deferred revenue and other current liabilities	<u>204,976</u>	186,101	<u>189,216</u>
Total current liabilities	<u>923,001</u>	843,651	<u>939,280</u>
Long-term debt	<u>1,492,629</u>	1,494,609	<u>1,493,017</u>
Deferred tax liabilities and reserves for uncertain tax positions	<u>197,906</u>	229,430	<u>159,085</u>
Deferred revenue and other noncurrent liabilities	<u>144,882</u>	179,548	<u>163,609</u>
Total liabilities	<u>2,758,418</u>	2,747,238	<u>2,754,991</u>

COMMITMENTS AND CONTINGENCIES

STOCKHOLDERS' EQUITY:

Common stock, no par, stated value \$.01 per share, 800,000,000 shares authorized, shares issued of <u>238,336,760</u> and 246,198,878		<u>2,462,383</u>	2,462
Additional paid-in capital	<u>767,636</u>	760,250	<u>754,912</u>
Accumulated other comprehensive loss	<u>(20,416)</u>	(14,303)	<u>(15,299)</u>
Retained earnings ~~(deficit)~~	<u>499,386</u>	362,980	<u>(48,206)</u>
Less treasury shares, at cost, of <u>36,377,441</u> and 36,944,789 and ~~39,027,573~~	<u>(707,462)</u>	(717,678)	<u>(754,752)</u>
Total stockholders' equity ~~(deficiency)~~	<u>541,527</u>	393,711	<u>(60,883)</u>
Total liabilities and stockholders' equity	\$ <u>3,299,945</u>	\$ 3,140,949	\$ <u>2,694,108</u>

See accompanying notes to consolidated financial statements.

2016

Net income

\$ ~~613,149~~ 422,509 \$ 613,149 \$ 408,945

Adjustments to reconcile net income to net cash provided by operating activities:

Depreciation and amortization

166,695 ~~183,295~~ 183,295 182,168

Provision for bad debt

70,569 ~~74,489~~ 74,489 52,776

Deferred taxes

1,129 ~~112,140~~ 112,140 46,455

Stock-based compensation

23,767 ~~21,954~~ 21,954 19,285

Changes in assets and liabilities, net of acquisitions:

Receivables

~~(65,602)~~ (73,648) ~~(77,873)~~ (63,935) ~~(70,721)~~ (80,210)

Prepaid expenses ~~and~~ other current assets

~~(3,365)~~ (4,542) 4,321
~~Other~~ and noncurrent assets

~~(1,421)~~ (4,503) ~~(6,364)~~ (6,453) 4,197 (8,569)

Accounts payable ~~and~~ accrued expenses

32,610 ~~(30,472)~~ 16,723
~~Accrued~~ salaries, wages and payroll taxes

~~(43,142)~~ 54,827 22,789 (10,532) 17,388 (7,683)
~~Deferred revenue and other current liabilities~~
~~(3,562)~~ (59,998) (77,510)

Deferred revenue ~~and~~ other current and noncurrent liabilities

12,689 (13,758) 4,314 9,127 3,055 (55,684)

Income tax receivables, accrued income taxes and income tax reserves

(36,824) (75,491) 129

Other, net

(4,225) (7,740) (5,415)

Net cash provided by operating activities

606,538 ~~850,003~~ 850,003 ~~552,197~~ 552,197

~~Sales, maturities and payments received on available for sale securities~~

~~—~~ ~~1,144~~ ~~436,471~~

Principal payments and sales of mortgage loans and real estate owned, net

~~—~~ ~~—~~ ~~207,174~~ ~~207,174~~ ~~38,481~~

Capital expenditures

(95,490) (98,583) (89,255) ~~(99,923)~~

Payments made for business acquisitions, net of cash acquired

(43,637) (42,539) (54,816) ~~(88,776)~~

Franchise loans funded

(19,922) (22,320) (34,473) ~~(22,820)~~

Payments ~~received on franchise loans~~ from franchisees

32,671 39,968 ~~61,437~~ 61,437 ~~55,007~~

Other, net

(28,753) 11,417 ~~8,108~~ 11,075 ~~9,252~~

Net cash provided by (used in) investing activities

(155,131) (112,057) 99,319 ~~329,515~~

Repayments of line of credit borrowings

(720,000) (830,000) (1,700,000) ~~(1,465,000)~~

Proceeds from line of credit borrowings

720,000 830,000 ~~1,700,000~~ 1,700,000 ~~1,465,000~~

~~Proceeds from issuance of long-term debt~~

~~—~~ ~~—~~ ~~996,831~~

~~Transfer of HRB Bank deposits~~

~~—~~ ~~—~~ ~~(419,028)~~

~~Customer banking deposits, net~~

~~—~~ ~~—~~ ~~(326,705)~~

Dividends paid

(205,461) (200,469) (187,115) ~~(201,688)~~

Repurchase of common stock, including shares surrendered

(189,912) (9,147) (322,850) ~~(2,018,338)~~

Proceeds from exercise of stock options

2,532 28,340 ~~2,371~~ 2,371 ~~25,775~~

Other, net

(10,854) (9,388) (22,830) ~~(18,576)~~

Net cash used in financing activities

(403,695) (190,664) (530,424) ~~(1,961,729)~~

Effects of exchange rate changes on cash

(3,663) (1,143) (4,464) ~~(10,590)~~

Net increase ~~(decrease)~~ in cash and cash equivalents ~~and~~ including restricted cash balances

44,049 546,139 ~~116,628~~ 116,628 ~~(1,098,251)~~

Cash, cash equivalents and restricted cash, beginning of the year

1,663,678 1,117,539 ~~1,000,911~~ 1,000,911 ~~2,099,162~~

Cash, cash equivalents and restricted cash, end of the year

\$ 1,707,727 \$ 1,663,678 \$ 1,117,539 \$ 1,000,911

Income taxes paid, net of refunds received

\$ 132,982 \$ 8,276 \$ 163,539 \$ ~~165,154~~

Interest paid on borrowings

82,442 84,320 ~~87,185~~ 87,185 ~~59,058~~

Accrued additions to property and equipment

6,159 3,010 ~~2,433~~ 2,433 ~~2,822~~

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(amounts in 000s, except per share amounts)

											Total Stockholders' Equity (Deficiency)					
	Balances as of May 1, 2015		316,628	\$	3,166	\$	783,793	\$	1,740	\$	1,836,442	(41,353)	\$	(792,192)	\$	1,832,949
Net income			—		—		—		374,267		—		—		—	374,267
Other comprehensive loss			—		—		(12,973)		—		—		—		—	(12,973)
Stock-based compensation			—		—		23,540		—		—		—		—	23,540
Stock-based awards exercised or vested			—		—		(15,257)		—		(2,848)		2,262		43,451	25,346
Acquisition of treasury shares			—		—		—		—		—		(610)		(18,102)	(18,102)
Repurchase and retirement of common shares		(56,409)	(564)		(33,846)		—		(1,965,826)		—		—		—	(2,000,236)
Cash dividends declared—\$0.80 per share		—	—		—		—		(201,688)		—		—		—	(201,688)
Balances as of April 30 May 1, 2016	260,219	\$	2,602	\$	758,230	\$	(11,233)	\$	40,347		(39,701)	\$	(766,843)	\$		23,103
Net income	—		—		—		—		408,945		—		—		—	408,945
Other comprehensive loss	—		—		—		(4,066)		—		—		—		—	(4,066)
Stock-based compensation	—		—		19,285		—		—		—		—		—	19,285
Stock-based awards exercised or vested	—		—		(14,191)		—		(1,915)		928		17,921		—	1,815
Acquisition of treasury shares	—		—		—		—		—		(255)		(5,830)		—	(5,830)
Repurchase and retirement of common shares	(14,020)		(140)		(8,412)		—		(308,468)		—		—		—	(317,020)
Cash dividends declared - \$0.88 per share	—		—		—		—		(187,115)		—		—		—	(187,115)
Balances as of April 30, 2017	246,199		2,462		754,912		(15,299)		(48,206)		(39,028)		(754,752)		—	(60,883)
Net income	—		—		—		—		613,149		—		—		—	613,149
Other comprehensive income	—		—		—		996		—		—		—		—	996
Stock-based compensation	—		—		21,713		—		—		—		—		—	21,713
Stock-based awards exercised or vested	—		—		(16,375)		—		(1,494)		2,389		46,221		—	28,352
Acquisition of treasury shares	—		—		—		—		—		(306)		(9,147)		—	(9,147)
Cash dividends declared - \$0.96 per share	—		—		—		—		(200,469)		—		—		—	(200,469)
Balances as of April 30, 2018	246,199	\$	2,462	\$	760,250	\$	(14,303)	\$	362,980		(36,945)	\$	(717,678)	\$		393,711
Cumulative effect of ASU 2016-16 ⁽¹⁾	—		—		—		—		100,950		—		—		—	100,950

Net income	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>422,509</u>	<u>—</u>	<u>—</u>	<u>422,509</u>
Other comprehensive loss	<u>—</u>	<u>—</u>	<u>—</u>	<u>(6,113)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(6,113)</u>
Stock-based compensation	<u>—</u>	<u>—</u>	<u>23,510</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>23,510</u>
Stock-based awards exercised or vested	<u>—</u>	<u>—</u>	<u>(11,407)</u>	<u>—</u>	<u>(1,550)</u>	<u>787</u>	<u>15,290</u>	<u>2,333</u>
Acquisition of treasury shares	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(219)</u>	<u>(5,074)</u>	<u>(5,074)</u>
Repurchase and retirement of common shares	<u>(7,862)</u>	<u>(79)</u>	<u>(4,717)</u>	<u>—</u>	<u>(180,042)</u>	<u>—</u>	<u>—</u>	<u>(184,838)</u>
Cash dividends declared - \$1.00 per share	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(205,461)</u>	<u>—</u>	<u>—</u>	<u>(205,461)</u>
Balances as of April 30, 2019	<u>238,337</u>	<u>\$ 2,383</u>	<u>\$ 767,636</u>	<u>\$ (20,416)</u>	<u>\$ 499,386</u>	<u>(36,377)</u>	<u>\$ (707,462)</u>	<u>\$ 541,527</u>

⁽¹⁾ See note 1, New Accounting Pronouncements, Income Taxes for additional information. See accompanying notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS – Our subsidiaries provide assisted, [DIY](#), and ~~do-it-yourself (DIY)~~ [virtual](#) tax return preparation solutions (including in-person, online and mobile applications, [virtual](#), and desktop software) and distribute H&R Block-branded products and services through our financial partners, to the general public primarily in the United States (U.S.), Canada, Australia, ~~and their respective territories~~. [Tax returns are either prepared by H&R Block tax professionals \(in company-owned or franchise offices, virtually or prepared and filed by our clients through our DIY tax solutions.](#)

["H&R Block," "the Company," "we," "our," and "us" are used interchangeably to refer to H&R Block, Inc. or to H&R Block, Inc. or its subsidiaries, as appropriate to the context.](#)

PRINCIPLES OF CONSOLIDATION – The consolidated financial statements include the accounts of the Company and our subsidiaries. All intercompany accounts and balances have been eliminated.

DISCONTINUED OPERATIONS – Our discontinued operations include the results of operations of Sand Canyon Corporation, previously Sand Canyon Mortgage Corporation (including its subsidiaries, collectively, SCC), which exited its mortgage business in fiscal year 2008. See Note 12 for additional information on litigation, claims, and other loss contingencies related to our discontinued operations.

SEGMENT INFORMATION – [We operate as a single segment that includes all of our continuing operations, which are designed to provide tax preparation services seamlessly.](#)

MANAGEMENT ESTIMATES – The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant estimates and judgments are applied in the evaluation of contingent losses arising from our discontinued mortgage business, contingent losses associated with our litigation, ~~and~~ reserves for uncertain tax positions, ~~the impact of legislation commonly referred to as the Tax Cuts and Jobs Act (TCJA)~~ ~~matters~~. Estimates have been prepared based on the best information available as of each balance sheet date. As such, actual results may differ from those estimates.

CASH AND CASH EQUIVALENTS – All non-restricted highly liquid instruments purchased with an original maturity of three months or less are considered cash equivalents.

Outstanding checks in excess of funds on deposit (book overdrafts) included in accounts payable totaled \$[20.9 million and \\$27.2 million](#) as of April 30, [2019 and 2018](#) ~~and 2017~~, respectively.

CASH AND CASH EQUIVALENTS – RESTRICTED – Cash and cash equivalents – restricted consists primarily of cash held by our captive insurance company. This cash is expected to be used to pay claims.

RECEIVABLES AND RELATED ALLOWANCES – Our trade receivables consist primarily of accounts receivable from tax clients for tax return preparation and related fees. The allowance for doubtful accounts for these receivables requires management's judgment regarding collectibility based on current conditions to establish an amount considered by management to be adequate to cover estimated losses as of the balance sheet date. Tax clients for tax return preparation and related fees are not specifically identified and charged off; instead they are evaluated on a periodic basis. ~~each tax season~~ the fiscal year the outstanding balances on these receivables are evaluated based on collections received and expected in subsequent tax seasons. We establish an allowance for doubtful accounts at an amount that we believe represents the net realizable value of the receivables ~~each year we~~ charge-off the receivables to an amount we believe represents the net realizable value.

Our financing receivables consist primarily of participations in H&R Block Emerald Advance® lines of Credit (EAs), loans made to franchisees under ~~our~~ H&R Block Instant Cash Back® program in Canada Refund™ (Instant Refund).

~~**H&R Block Emerald Advance® lines of credit.** EAs are typically offered to clients in our offices from late November through December. The maximum amount of the line of credit is not to exceed \$1,000. If the borrower meets certain criteria as agreed in the loan terms, the line of credit can be utilized year round. The borrower must make an annual paydown on February 15th, and any amounts unpaid are placed on non-accrual status as of March 1st. Payments on past due amounts are due on the principal. These lines of credit are offered by BofI Federal Bank, a federal savings bank (BoFI). We purchase participation interests in these lines of credit. See further in note 11.~~

~~Credit losses from EAs are not specifically identified and charged off; instead we review the credit quality of these receivables on a periodic basis. At the end of the year of origination, the outstanding balances on these receivables are evaluated based on collections over subsequent tax seasons. We charge-off receivables to an amount we believe represents the net realizable value.~~

~~**Loans made to franchisees.** The credit quality of these receivables is assessed at origination at an individual franchisee level. Payments are made on a regular basis. Based upon our internal analysis and underwriting activities, we believe all loans to franchisees are of similar credit quality. We do not charge off for collectibility when they become delinquent. Amounts deemed to be uncollectible are written off to bad debt expense and bad debt expense has typically been immaterial. Additionally, the franchise territory serves as additional protection in the event a franchisee defaults. In the event a franchisee revokes franchise rights, write off the remaining balance of the loan and re-franchise the territory or begin operating it as company owned.~~

~~**Instant Cash Back® receivables.** Our Canadian operations advance refunds due to certain clients from the Canada Revenue Agency. The total fee we charge for this service is mandated by legislation which is administered by the CRA. The client assigns to us the right to the refund to be issued by the CRA and the refund is then sent by the CRA directly to us. The amount we advance to clients under this program is based on their estimated refund, less our fees, any amounts expected to be withheld by the CRA for amounts the client may owe to government agencies. Amounts owed to us from prior years. The CRA's system for tracking amounts due to various government agencies also indicates if the~~

~~return, does not exist in the CRA's records, or is bankrupt. This serves to greatly reduce the amounts of uncollectible receivables returns.~~

~~Credit losses from these receivables are not specifically identified and charged off; instead we review the credit quality of these receivables segregated by the year of origination. At the end of each tax season the outstanding balances on these receivables are evaluated based on expected collections over subsequent tax seasons. We charge off receivables to an amount we believe represents the net realizable value.~~

[Our accounting policies related to receivables and related allowances are discussed further in note 4.](#)

[INVESTMENTS](#) – In April 2019, we made a \$40.0 million investment in a debt security classified as available-for-sale which has a maturity date of April 30, 2020. The fair value of our investment was approximately \$40.0 million at April 30, 2019 and is included in prepaid and other current assets on the balance sheet.

PROPERTY AND EQUIPMENT – Buildings and equipment are initially recorded at cost and are depreciated over the estimated useful life using the straight-line method. Leasehold improvements are initially recorded at cost and are amortized over the lesser of the remaining term of the lease or the estimated useful life, using the straight-line method. Estimated useful lives are generally 15 to 40 years for buildings, two to five years for other equipment, three to five years for purchased software and up to eight years for leasehold improvements.

Substantially all of ~~the our~~ operations ~~of our subsidiaries~~ are conducted in leased premises. For all lease agreements, including those with payment holidays, we recognize rent expense on a straight-line basis.

GOODWILL AND INTANGIBLE ASSETS – Goodwill represents costs in excess of fair values assigned to the underlying net assets of acquired companies. Goodwill is not amortized, but rather is tested for impairment annually, or more frequently if indications of potential impairment exist.

Intangible assets, including internally-developed software, with finite lives are amortized over their estimated useful lives and are reviewed for impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. ~~The weighted-average life of our finite-lived intangible assets is 18 years.~~ Intangible assets are typically amortized over the estimated useful life of the assets using the straight-line method.

TREASURY SHARES – We record shares of common stock repurchased by us as treasury shares, at cost, resulting in a reduction of equity. Periodically, we may retire shares held in treasury as determined by our Board of Directors. We typically reissue treasury shares in connection with our compensation programs. When shares are reissued, we determine the cost using the average cost method.

FAIR VALUE MEASUREMENT – We use the following classification of financial instruments pursuant to the fair value hierarchy measured at fair value:

- Level 1 – inputs to the valuation are quoted prices in an active market for identical assets.
- Level 2 – inputs to the valuation include quoted prices for similar assets in active markets utilizing a third-party pricing service
- Level 3 – valuation is based on significant inputs that are unobservable in the market and our own estimates of assumptions participants would use in pricing the asset.

Assets measured on a recurring basis are initially measured at fair value and are required to be remeasured at fair value in the first reporting date. ~~There were no transfers between hierarchy levels during the fiscal years ended April 30, 2018 and 2017.~~

Fair value estimates, methods and assumptions are set forth below. The fair value was not estimated for assets and liabilities that are not financial instruments.

- Cash and cash equivalents, including restricted - Fair value approximates the carrying amount (Level 1).
- Receivables, net - short-term - For short-term balances the carrying values reported in the balance sheet approximate fair value due to the relative short-term nature of the respective instruments (Level 1).
- Receivables, net - long-term - The carrying values for the long-term portion of loans to franchisees approximate fair value based on interest rates, low historical delinquency rates and franchise territories serving as collateral (Level 1). Long-term EA ~~and~~ [Instant Refund](#) receivables are carried at net realizable value which approximates fair value (Level 3). Net realizable value is based on historical [and projected](#) collection rates.
- [Investments - The fair value of our investment in debt securities approximates the carrying amount and is primarily based on discounted cash flows \(Level 3\).](#)
- Long-term debt - The fair value of our Senior Notes is based on quotes from multiple banks (Level 2). See note [67](#) for fair value.
- Contingent consideration - Fair value approximates the carrying amount (Level 3). See note [1112](#) for the carrying amount.

~~**REVENUE RECOGNITION** – We recognize revenue for our services when each of the following four criteria is met: persuasive evidence of an arrangement exists; delivery has occurred or services have been rendered; the selling price is fixed or determinable; and collectibility is reasonably assured.~~

~~Service revenues consist primarily of fees for preparation and filing of tax returns, both in offices and through our online program, interchange income associated with our H&R Block Emerald Prepaid Mastercard® (Emerald Card) program, fees associated with our [Service Plan \(POM\)](#) and fees associated with our Tax Identity Shield® (TIS) program. Service revenues are recognized in the period performed as follows:~~

- ~~Assisted and online tax preparation revenues are recorded when a completed return is electronically filed or accepted by the customer. Revenues from tax returns prepared using our desktop software are recorded when the return is electronically filed.~~
 - ~~Fees related to RTs are recognized when Internal Revenue Service (IRS) acknowledgment is received and the bank account is established.~~
 - ~~Revenues associated with our Emerald Card program consist of interchange income from the use of debit cards and fees from the use of volume-based amounts retained by BofI in connection with our agreement. Interchange income is a fee paid by a merchant to an interchange network. Net revenue associated with our H&R Block Prepaid Mastercard® is recognized based on cardholder transactions.~~
 - ~~POM revenues are deferred and recognized over the term of the plan, based on actual claims paid in relation to the timing of forecasted claims.~~
 - ~~TIS revenues are recognized as the various services are provided to the client, either by us or a third party.~~
- Royalty, product and other revenues include royalties from franchisees and sales of desktop software products, and are recognized as follows:
- ~~Franchise royalties, which are based on contractual percentages of franchise gross receipts, are generally recorded in the period in which the sales are made to the customer.~~
 - ~~Revenue from the sale of desktop software is recognized when the product is sold to the end user. Rebates, slotting fees and other income related to these sales are recorded as a reduction of revenue.~~
 - ~~Participation revenue on EAs is recorded over the life of the underlying loan.~~
 - ~~Interest on loans to franchisees is calculated using the average daily balance method and is recognized based on the principal amount outstanding. Interest on loans to franchisees is recorded when the principal amount outstanding balance is paid or becomes delinquent.~~

~~Sales tax we collect and remit to taxing authorities is recorded net in the consolidated statements of income.~~

ADVERTISING EXPENSE – Advertising costs for radio, television and online ads are expensed over the course of the tax season. Marketing and advertising expenses totaled \$269.8 million, \$249.1 million, and \$261.3 million ~~and~~ years 2019, 2018, and 2017 ~~and 2016~~, respectively.

EMPLOYEE BENEFIT PLANS – We have a 401(k) defined contribution plan covering eligible full-time and seasonal employees following a 90-day eligibility period. Employer contributions to this plan are discretionary and totaled \$19.3 million, \$16.4 million, and \$13.8 million ~~and~~ continuing operations in fiscal years 2019, 2018, and 2017 ~~and 2016~~, respectively.

We have severance plans covering executives and eligible regular full-time or part-time active employees ~~of a participating employer~~ upon termination. Expenses related to severance benefits of continuing operations totaled \$5.0 million, \$4.0 million, and \$5.6 million ~~and~~ 2019, 2018, and 2017 ~~and 2016~~, respectively.

NEW ACCOUNTING PRONOUNCEMENTS –

~~**Restricted Cash in Statement of Cash Flows**~~**Revenue Recognition.** In ~~November 2016~~May 2014, the Financial Accounting Standards Board issued Accounting Standards Update No. ~~2016-18~~, "Restricted Cash (a consensus of the FASB Emerging Issues Task Force)," (ASU 2016-18). The guidance requires that restricted cash be included with cash and cash equivalents when reconciling the beginning and end of period total amounts shown on the statement of cash flows. This guidance must be applied retrospectively to all periods presented. We adopted ASU 2016-18 effective May 1, 2017. As a result, we adjusted to conform to the current period presentation, which resulted in an increase in cash provided by operations of \$2.1 million in years 2017 and 2016, respectively.

~~**Stock-based compensation.**~~ In March 2016, the FASB issued Accounting Standards Update No. 2016-09, "Improvements to Employee Stock-Based Compensation Accounting," (ASU 2016-09). This guidance requires that, among other things: (1) all excess tax benefits and tax deficiencies would be reported as an expense or benefit in the income statement; and (2) excess tax benefits would not be separated from other income tax cash flows and reported along with other cash flows as an operating activity. The transition requirements for this guidance cover several aspects of share-based compensation but the changes applicable to us were applied prospectively. We adopted ASU 2016-09 effective May 1, 2017. We recorded a discrete tax benefit related to stock-based compensation during fiscal year 2018.

Leases. In February 2016, the FASB issued Accounting Standards Update No. 2016-02, "Leases" (ASU 2016-02), which will require the recognition of lease assets and lease liabilities by lessees for leases previously classified as operating leases. ASU 2016-02 also requires additional qualitative disclosures related to the nature, timing and uncertainty of cash flows arising from leases. This guidance will be effective for us on May 1, 2019, if permitted, and requires the use of a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period in the financial statements. We are currently evaluating the impact of ASU 2016-02 on our consolidated financial statements. The impact of this guidance on our consolidated financial statements could be significant, as our future minimum operating lease commitments are approximately \$1.1 million as of April 30, 2018.

Revenue recognition. In May 2014, the FASB issued Accounting Standards Update No. 2014-09, "Revenue from Contracts with Customers," which is a comprehensive new revenue recognition model that requires an entity to recognize the amount of revenue which it expects to receive in exchange for the transfer of the promised goods or services to customers. This ASU also requires additional disclosures about the amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and estimates. Assets recognized from costs incurred to obtain or fulfill a contract, and clarifies guidance for multiple-element arrangements. The standard ~~replaces~~replaced most existing revenue recognition guidance in GAAP when it ~~becomes~~became effective. The new standard ~~is~~was effective for us in 2018. The standard permits the use of either the full retrospective or modified retrospective transition method.

We have completed our evaluation of the impact of ASU 2014-09 on our U.S. assisted tax preparation fees, U.S. royalties, U.S. revenues from POM, revenues from RTs, revenues from Emerald Card transactions, interest and fee income from EAs, fees from TIS and

~~and based on the results of our evaluation, the application of this guidance will not have a material impact on the recognition of services or products. We plan to adopt, and we adopted~~ using the full retrospective transition method, ~~under which we will recast prior periods.~~ The adoption of this new guidance; however, we do did not anticipate any changes to our revenues as previously reported have a consolidated financial statements. See note 2 for additional information.

Income Taxes. In October 2016, the FASB issued Accounting Standards Update No. 2016-16, "Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other than Inventory;" (ASU 2016-16). The new guidance eliminates the exception for intra-entity transfers other than inventory of current and deferred income taxes resulting from such a transfer when the transfer occurs. This guidance ~~is was~~ effective for us on ~~January 1, 2017.~~ adopted using the modified retrospective basis transition method. We ~~will recognize a recognized a \$101.0 million~~ cumulative effect on ~~the opening balance of~~ retained earnings ~~by approximately \$100 million, which will also result in increases in and increase~~ deferred tax ~~uncertain tax positions~~ resulting from intra-entity transfers of intellectual property in fiscal year 2018.

Leases. In February 2016, the FASB issued Accounting Standards Update No. 2016-02, "Leases" (ASU 2016-02), which will require assets and lease liabilities by lessees for leases previously classified as operating leases. ASU 2016-02 also requires additional disclosures related to the nature, timing and uncertainty of cash flows arising from leases. This guidance will be effective for us on January 1, 2019. However, the FASB approved an amendment to the new guidance that provides an alternative transition method which allows companies to adopt the new standard as the initial application date (at the beginning of the period in which it is adopted, rather than the earliest comparative period). We will adopt ASU 2016-02 using the alternative transition method, and we expect that adoption of the new standard will result in changes to our internal controls over financial reporting.

We are in the process of evaluating the impact of ASU 2016-02 on our financial statements. The majority of our lease portfolio consists of retail leases in the U.S., Canada and Australia. The contract terms for these retail offices average four years and generally are from May 1 to April 30, including renewal options in our lease terms under the new standard. As individual leases expire, those leases are generally renewed for another year, a significant number of our leases will be at the end of their terms, and therefore, we will have no right of use (ROU) asset or lease liability in our financial statements related to those expired leases. This will cause variability in what is recorded in our financial statements as the ROU assets are recorded at the beginning of the lease term (May 1). We estimate that the adoption of ASU 2016-02 will result in the addition of over \$500 million to our consolidated balance sheet.

NOTE 2: [REVENUE RECOGNITION](#)

[On May 1, 2018, we adopted ASU 2014-09 using the full \[retrospective approach for all contracts as of the adoption date. As the adoption of ASU 2014-09 did not have a significant impact on our consolidated financial statements, no adjustments were made to the prior year periods to beginning balances as of 2014-09.\]\(#\)](#)

[Revenue is recognized upon satisfaction of performance obligations by the transfer of a product or service to the customer. For all services and products, the consideration we expect to receive for our services and products and excludes sales taxes. The majority of our products and services have a single performance obligation. For our tax preparation services, the various performance obligations are generally provided simultaneously at a point in time and are recognized at that time. We have certain services and products where we have multiple performance obligations that are provided over time. For these services and products, we allocate the transaction price to the various performance obligations based on relative standalone selling prices. We recognize the revenue when the respective performance obligations have been satisfied. We have determined that our contracts do not contain a financing component.](#)

[The majority of our revenues are from our U.S. business. The following table disaggregates our U.S. revenues by major service line, with all international businesses included in a single line, which consists primarily of tax preparation revenues:](#)

	(in 000s)			
Year ended April	2019	2018	2017	
Revenues:				
U.S. assisted tax preparation	\$ 1,858,998	\$ 1,947,160	\$ 1,902,212	
U.S. royalties	243,541	245,444	250,270	
U.S. DIY tax preparation	260,082	243,159	219,123	
International revenues	220,562	227,266	210,320	
Revenues from Refund Transfers	169,985	171,959	148,212	
Revenues from Emerald Card®	98,256	102,640	95,221	
Revenues from Peace of Mind® Extended Service Plan	108,114	101,572	92,820	
Revenues from Tax Identity Shield®	35,661	28,823	21,054	
Interest and fee income on Emerald Advance™	58,182	56,986	57,022	
Other	41,500	34,922	40,060	
Total revenues	\$ 3,094,881	\$ 3,159,931	\$ 3,036,314	

[Assisted tax preparation](#) revenues are recorded when a completed return is electronically filed or accepted by the customer. Discounts and coupons are recorded as a reduction of revenue.

[Royalties](#) are based on contractual percentages of franchise gross receipts and are generally recorded in the period in which the sale is made to the franchisee to the customer.

[DIY tax preparation](#) revenues consist of online tax preparation fees, desktop software and fees for electronic filing.

- [Online tax preparation](#) revenues are recorded when a completed return is electronically filed or accepted by the customer.
- [Revenue from the sale of DIY desktop software](#) is recognized when the product is sold to the end user. Rebates and other income with these sales are recorded as a reduction of revenue.
- [Fees for electronic filing of tax returns](#) are recorded when the return is electronically filed.

[Revenues from Refund Transfers](#) are recognized when the Internal Revenue Service (IRS) acknowledgment is received and the bank is Axos Bank, formerly known as BofI Federal Bank, a federal savings bank (Axos).

[Revenues from Emerald Card®](#) consists of interchange income from the use of debit cards and fees from the use of ATM network amounts retained by Axos in connection with our agreement. Interchange income is a fee paid by a merchant bank to Axos through the network. Net revenue associated with our Emerald Card® is recognized based on cardholder transactions.

[Revenues from Peace of Mind® Extended Service Plan \(POM\)](#) are initially deferred and recognized over the term of the plan, based on actual claims paid, as claims paid represent the transfer of POM services to the customer. The plan is effective for the life of the contract, up to six years; however, the majority of claims are incurred in years two and three after the sale of POM. POM has multiple performance metrics to represent our clients if they are audited by a taxing authority, and assume the cost, subject to certain limits, of additional taxes owed by the customer attributable to H&R Block. Incremental wages are also deferred and recognized over the term of the plan.

[Changes in the balances of deferred revenue and wages for POM are as follows:](#)

POM								
Year ended April 30,								
<u>Balance, beginning of the year</u>	\$	<u>218,274</u>	\$	<u>211,223</u>	\$	<u>32,683</u>	\$	<u>31,344</u>
<u>Amounts deferred</u>		<u>120,163</u>		<u>122,650</u>		<u>13,336</u>		<u>18,148</u>
<u>Amounts recognized on previous deferrals</u>		<u>(125,926)</u>		<u>(115,599)</u>		<u>(18,713)</u>		<u>(16,809)</u>
<u>Balance, end of the year</u>	\$	<u>212,511</u>	\$	<u>218,274</u>	\$	<u>27,306</u>	\$	<u>32,683</u>

[As of April 30, 2019, deferred revenue related to POM was \\$212.5 million. We expect that \\$119.2 million will be recognized over the the remaining balance will be recognized over the following sixty months. The related liabilities are included in deferred revenue consolidated balance sheets. The related assets are included in prepaid expenses and other current assets or other noncurrent assets](#)

[Revenues from Tax Identity Shield \(TIS\) are initially deferred and are recognized as the various services are provided to the client, ei throughout the term of the contract, which ends on April 30th of the following year. TIS has multiple performance obligations assistance in helping protect their tax identity and access to services to help restore their tax identity, if necessary. Protection servi the dark web for personal information, a monthly scan for social security number in credit header data \(new in fiscal year 2019\), a pr risk assessment \(only available to clients having returns prepared in retail offices\), notifying clients if their information is detected on H&R Block, and obtaining additional IRS identity protections when eligible.](#)

[As of April 30, 2019, and 2018, TIS deferred revenue was \\$29.7 million and \\$36.4 million, respectively. The related liabilities are inc and other current liabilities in the consolidated balance sheets. All deferred revenue related to TIS as of April 30, 2019 will be recogni months. All amounts deferred as of April 30, 2018 were recognized as revenues in the fiscal year ended April 30, 2019.](#)

[Interest and fee income on Emerald Advance™ lines of credit \(EAs\) is recorded over the life of the underlying loan.](#)

[Service revenues consist of assisted and online tax preparation revenues, fees for electronic filing, revenues from RTs, Emerald Card, R](#)

[A significant portion of our accounts receivable balances arise from services and products that we provide to our customers, wi related to EAs, which arise from purchased participation interests with Axos. The majority of our services and products must be paid and therefore no receivable is recorded unless an RT is purchased. Generally the prices of our services and products are fixed and d sale. For our RT product, we record a receivable for our fees which is then collected at the time the IRS issues the client's refu customers are generally collected on a periodic basis during and subsequent to the tax season. See note 4 for our accounts receivable](#)

[NOTE 3: EARNINGS PER SHARE](#)

Basic and diluted earnings per share is computed using the two-class method. The two-class method is an earnings allocation for income per share for each class of common stock and participating security according to dividends declared and participation rights. Per share amounts are computed by dividing net income from continuing operations attributable to common shareholders by the outstanding during each period.

The computations of basic and diluted earnings per share from continuing operations are as follows:

(in 000s, except per share amounts)										
Year ended April 30,										
Net income from continuing operations attributable to shareholders	\$	<u>445,256</u>	\$	626,909	\$	420,917	\$	~~383,553~~		
Amounts allocated to participating securities		<u>(1,040)</u>		(1,492)		(1,005)		~~(718)~~		
Net income from continuing operations attributable to common shareholders	\$	<u>444,216</u>	\$	625,417	\$	419,912	\$	~~382,835~~		
Basic weighted average common shares		<u>205,372</u>		208,824		~~212,809~~		<u>212,809</u>		~~249,009~~
Potential dilutive shares		<u>1,352</u>		1,389		~~1,286~~		<u>1,286</u>		~~1,809~~
Dilutive weighted average common shares		<u>206,724</u>		210,213		~~214,095~~		<u>214,095</u>		~~250,818~~
Earnings per share from continuing operations attributable to common shareholders:										
Basic	\$	<u>2.16</u>	\$	2.99	\$	1.97	\$	~~1.54~~		
Diluted		<u>2.15</u>		2.98		~~1.96~~		<u>1.96</u>		~~1.53~~

Diluted earnings per share excludes the impact of shares of common stock issuable upon the lapse of certain restrictions or the exercise of 0.4 million, 0.6 million, and 0.3 million ~~and 0.1 million~~ shares of stock for fiscal years 2019, 2018, and 2017 ~~and 2016~~, respectively, which are antidilutive.

NOTE 34: RECEIVABLES

Receivables, net of their related allowance, consist of the following:

(in 000s)

As of April 30,								
Loans to franchisees	\$ 30,596		22,427		\$ 35,212		35,325	
Receivables for U.S. assisted and DIY tax preparation and related fees	34,284	41,572	3,716	5,503	41,572	23,025	5,503	6,316
H&R Block Instant Cash-Back [®] Refund [™] receivables	37,319	27,192	1,701	2,057	27,192	34,940	2,057	—
H&R Block Emerald Advance [®] lines of credit	8,546	15,642	12,418	5,754	15,642	16,202	5,754	5,069
Software receivables from retailers	9,354	6,769	—	—	6,769	16,715	—	—
Royalties and other receivables from franchisees	11,888	9,239	97	761	9,239	13,275	761	1,585
Other	15,147	15,764	2,382	3,147	15,764	18,707	3,147	3,314
	\$ 146,774		138,965		\$ 52,434		55,639	
					\$ 162,775		146,774	
					\$ 52,898		52,434	

Balances presented above as short-term are included in receivables, while the long-term portions are included in other noncurrent balance sheets.

Loans to Franchisees. Franchisee loan balances consist of term loans made primarily to finance the purchase of franchises and revolving for the purpose of funding off-season working capital needs. As of April 30, 2019 and 2018, loans with a principal balance of \$0.8 million ~~loans, respectively, were~~ more than 90 days past due. We had no loans to franchisees on non-accrual status as of April 30, 2019.

The credit quality of these receivables is assessed at origination at an individual franchisee level. Payment history is monitored on an ongoing basis. As part of our internal analysis and underwriting activities, we believe all loans to franchisees are of similar credit quality. Loans are evaluated based on the franchisee's ability to repay the loan. Loans that become delinquent or more than 90 days past due. Amounts deemed to be uncollectible are written off to bad debt expense and the loss on the sale of loans has typically been immaterial. Additionally, the franchise territory serves as additional protection in the event a franchisee defaults on the loan. If a franchisee may revoke franchise rights, write off the remaining balance of the loan and rebrand the territory or begin operating it as a company.

H&R Block Instant Cash-Back® Program Refund™. Our Canadian operations advance refunds due to certain clients from the Canada Revenue Agency (CRA) in exchange for a fee. The total fee we charge for this service is mandated by legislation which is administered by the CRA. The client advances the amount of the tax refund to be issued by the CRA and the refund is then sent by the CRA directly to us. The amount we advance to clients is the amount of their estimated refund, less our fees, any amounts expected to be withheld by the CRA for amounts the client may owe to the CRA, and any amounts owed to us from prior years. The CRA's system for tracking amounts due to various government agencies also includes amounts already filed a return, does not exist in the CRA's records, or is bankrupt. This serves to greatly reduce the amounts of uncollectible fraudulent returns. H&R Block Instant Cash-Back Refund™ amounts are generally received from the CRA within 60 days of filing the return. The remaining balance collectible from the client. ~~As of April 30, 2018 and 2017, we had \$2.7 million and \$1.5 million, respectively, of Instant Cash-Back receivables more than 60 days old.~~

~~We review the credit quality of our Instant Cash-Back receivables based on pools, which are segregated by the year of origination, with older years being deemed more unlikely to be repaid. Credit losses from these receivables are not specifically identified and charged off; instead we review the credit quality of these receivables segregated by the year of origination with older years being deemed more unlikely to be repaid. As of April 30, 2018, gross receivables of \$0.5 million and \$0.7 million, were originated in fiscal years 2018, 2017, and 2016 and prior, respectively.~~

H&R Block Emerald Advance® lines of credit. These lines of credit are originated by BofI, and we purchase a participation interest in these receivables. We review the credit quality of our EA receivables based on pools, which are segregated by the year of origination, with older years being deemed more unlikely to be repaid. Beginning in fiscal year 2018, we now charge-off older balances in December while in prior years, these charge-offs happened in April. ~~the fiscal year, the outstanding balances on these receivables are evaluated and charged off in April to align with our practices on other financial receivables.~~ We establish an allowance for doubtful accounts at an amount that represents the net realizable value of the receivables. In December of each year we charge-off the receivables to an amount we believe represents the net realizable value of the receivables.

Current balances and amounts on non-accrual status and classified as impaired, or more than 60 days past due, by year of origination are as follows:

				Non-Accrual	
	2019	\$	40,591	\$	1
	2018 and prior		553		
			41,144	\$	2
	Allowance	(2,124)			
	Net balance	\$	39,020		

H&R Block Emerald Advance® lines of credit. EAs are typically offered to clients in our offices from mid-November through mid-February. The maximum amount not to exceed \$1,000. If the borrower meets certain criteria as agreed in the loan terms, the line of credit can be utilized until the end of the year. We require an annual payday on February 15th, and any amounts unpaid are placed on non-accrual status as of March 1st. Payments are applied to principal. These lines of credit are offered by Axos. We purchase participation interests in their loans, as discussed further in the notes to the financial statements. Credit losses from EAs are not specifically identified and charged off; instead we review the credit quality of these receivables on a periodic basis. At the end of the year of origination with older years being deemed more unlikely to be repaid. At the end of the fiscal year, the outstanding balances are evaluated based on collections received and expected collections over subsequent tax seasons. We establish an allowance for credit losses in an amount that we believe represents the net realizable value. In December of each year we charge-off the receivables to an amount that represents the net realizable value.

Current balances and amounts on non-accrual status and classified as impaired, or more than 60 days past due, by year of origination as follows:

										(in 000s)
As of April 30, 2018					2017					
Year of Origination										
2019					\$	27,841	\$	27,841		
2018	\$	25,835	\$	25,835	2017	\$	10,160	\$	10,160	
2017		3,955		3,955	2016		4,527		4,527	
2016					2015 and prior		2,709		2,709	
2016					2015 and prior		2,709		2,709	
Revolving loans					Revolving loans		13,998		10,600	
Allowance					Allowance					
e ⁽⁺⁾					e ⁽⁺⁾					
Net					Net					
balance					balance					

⁽⁺⁾ As of April 30, 2018, the allowance relates to estimated uncollectible balances from the 2018 tax season and past due revolving loans. As of April 30, 2017, the allowance related to

Allowance for Doubtful Accounts. Activity in the allowance for doubtful accounts for ~~our~~ [EAs and all other short-term and long-term receivables](#) ended April 30, 2019, 2018, and 2017 is as follows:

	(in 000s)		
	EAs	All Other	Total
Balances as of May 1, ~~2015~~ 2016	\$ ~~7,353~~ 9,007	\$ ~~47,174~~ 49,383	\$ ~~54,527~~ 58,390
Provision	~~24,939~~ 24,939	~~48,743~~ 48,743	~~73,682~~ 73,682
Charge-offs	~~(23,285)~~ (23,285)	~~(47,913)~~ (47,913)	~~(71,198)~~ (71,198)
Balances as of April 30, 2016	~~9,007~~ 9,007	~~48,004~~ 48,004	~~57,011~~ 57,011
Provision	12,713	40,063	52,776
Charge-offs, recoveries and other	(11,597)	(42,894)	(54,491)
Balances as of April 30, 2017	10,123	~~45,173~~ 46,552	~~55,296~~ 56,675
Provision	16,499	57,990	74,489
Charge-offs, recoveries and other ⁽¹⁾	—	~~(47,972)~~ (49,351)	~~(47,972)~~ (49,351)
Balances as of April 30, 2018	~~\$ 26,622~~ \$ 26,622	~~\$ 55,191~~ \$ 55,191	~~\$ 81,813~~ \$ 81,813
Provision	~~17,272~~ 17,272	~~53,297~~ 53,297	~~70,569~~ 70,569
Charge-offs, recoveries and other	~~(16,359)~~ (16,359)	~~(54,550)~~ (54,550)	~~(70,909)~~ (70,909)
Balances as of April 30, 2019	~~\$ 27,535~~ \$ 27,535	~~\$ 53,938~~ \$ 53,938	~~\$ 81,473~~ \$ 81,473

In fiscal years 2018 and 2017, we recorded recoveries of \$2.9 million and \$6.8 million, respectively, on EAs against our allowance, compared to ~~charge-offs related~~ [charge-offs related](#) to ~~none~~ [none](#) EAs in fiscal year ~~2016~~ [2018](#) based on the timing of when charge-offs were performed.

NOTE 45: PROPERTY AND EQUIPMENT

The components of property and equipment, net of accumulated depreciation and amortization, are as follows:

(in 000s)

As of April 30,			
Buildings		\$ ~~62,451~~ <u>59,943</u>	\$ ~~69,904~~ <u>62,451</u>
Computers and other equipment	<u>87,102</u>	~~91,388~~	<u>91,388</u> ~~111,618~~
Leasehold improvements	<u>59,941</u>	~~69,029~~	<u>69,029</u> ~~74,112~~
Purchased software	<u>3,728</u>	~~7,642~~	<u>7,642</u> ~~6,570~~
Land and other non-depreciable assets		<u>1,378</u>	~~1,623~~ <u>1,378</u>
	<u>\$ 212,092</u>	\$ 231,888	~~\$ 263,827~~

Depreciation and amortization expense of property and equipment for continuing operations for fiscal years 2019, 2018, ~~2017~~ and ~~2016~~ \$103.4 million, and \$103.2 million ~~and \$100.8 million~~, respectively.

~~During fiscal year 2018, we decided to permanently close approximately 400 tax offices after this year's tax season and, as a result, we incurred expenses for leasehold improvements, furniture and signage. This expense is included in selling, general and administrative expenses in the statement of income and comprehensive income.~~

The carrying value of long-lived assets held outside the U.S., which is comprised primarily of property and equipment, totaled \$23.6 million as of April 30, 2019, 2018 and 2017, respectively.

NOTE 56: GOODWILL AND INTANGIBLE ASSETS

Changes in the carrying amount of goodwill for the years ended April 30, ~~2018~~2019 and ~~2017~~2018 are as follows:

(in 000s)

	Goodwill	Accumulated Impairment Losses	Net
Balances-	\$ 503,054	\$ (32,297)	\$ 470,757
Acquisitions		19,261	19,261
Disposals and foreign currency changes, net		1,189	1,189
Impairments		—	—
Balances as of ~~April 30~~ May 1, 2017	\$ 523,504	\$ (32,297)	\$ 491,207
Acquisitions		15,983	15,983
Disposals and foreign currency changes, net		681	681
Impairments		—	—
Balances as of April 30, 2018	\$ 540,168	\$ (32,297)	\$ 507,871
Acquisitions		13,656	13,656
Disposals and foreign currency changes, net		(1,590)	(1,590)
Impairments		—	—
Balances as of April 30, 2019	\$ 552,234	\$ (32,297)	\$ 519,937

We tested goodwill for impairment in the fourth quarter of fiscal year ~~2018~~2019, and did not identify any impairment.

Components of intangible assets are as follows:

(in 000s)

As of April 30,

2018

		~~339,779~~ <u>350.4</u>	~~(113,856)~~ <u>(136,345)</u>		~~225,923~~ <u>214.0</u>	~~331,150~~ <u>339.7</u>	~~(90,877)~~ <u>(113.8)</u>		~~240,273~~ <u>225.9</u>				
Reacquired franchise rights	\$	<u>10</u>	\$	<u>65</u>	\$	<u>79</u>	\$	<u>56</u>	\$	<u>23</u>			
Customer relationships		<u>274,838</u>	~~256,137~~	<u>(195,174)</u>	~~(164,005)~~	<u>79,664</u>	~~92,132~~	<u>256,137</u>	~~234,603~~	<u>(164,005)</u>	~~(133,207)~~	<u>92,132</u>	~~101,396~~
Internally-developed software		<u>139,239</u>	~~140,255~~	<u>(109,885)</u>	~~(111,734)~~	<u>29,354</u>	~~28,521~~	<u>140,255</u>	~~139,709~~	<u>(111,734)</u>	~~(108,379)~~	<u>28,521</u>	~~31,330~~
Noncompete agreements		<u>33,376</u>	~~32,899~~	<u>(31,446)</u>	~~(29,673)~~	<u>1,930</u>	~~3,226~~	<u>32,899</u>	~~32,408~~	<u>(29,673)</u>	~~(27,559)~~	<u>3,226</u>	~~4,849~~
Franchise agreements		<u>19,201</u>	~~(13,334)~~	~~(12,054)~~	<u>5,867</u>	~~7,147~~	<u>19,201</u>	~~(12,054)~~	~~(10,774)~~	<u>7,147</u>	~~8,427~~	<u>7,147</u>	~~8,427~~
Purchased technology		<u>54,700</u>	~~(43,518)~~	~~(37,770)~~	<u>11,182</u>	~~16,930~~	<u>54,700</u>	~~(37,770)~~	~~(31,973)~~	<u>16,930</u>	~~22,727~~	<u>16,930</u>	~~22,727~~
Acquired assets pending final allocation ⁽¹⁾		<u>431</u>	~~102~~	<u>—</u>	~~—~~	<u>431</u>	~~102~~	<u>102</u>	~~362~~	<u>—</u>	~~—~~	<u>102</u>	~~362~~
	\$	<u>872,195</u>	~~\$ (529,702)~~	<u>\$ 342,493</u>	~~\$ 843,073~~	~~\$ (469,092)~~	<u>\$ 373,981</u>	~~\$ 812,133~~	~~\$ (402,769)~~	<u>\$ 409,364</u>			

⁽¹⁾ Represents recent business acquisitions for which final purchase price allocations have not yet been determined.

The increase in the gross carrying amount of intangible assets resulted primarily from the acquisition of approximately ~~110~~175 offices ~~and franchise~~ network. The amounts and weighted-average lives of assets acquired ~~or added~~ during fiscal year ~~2018~~2019, including placed in service related to internally-developed software, are as follows:

	Amount	Weighted-Average Life in Years
Reacquired franchise rights	\$ ~~8,480~~ <u>10,734</u>	5
Customer relationships	~~24,518~~ <u>18,851</u>	~~6~~ <u>5</u>
Internally-developed software	~~16,821~~ <u>18,854</u>	~~23~~
Noncompete agreements	~~453~~ <u>512</u>	5
Total	\$ ~~50,272~~ <u>38,951</u>	4

Amortization of intangible assets of continuing operations for the years ended April 30, 2019, 2018, and 2017 ~~and 2016~~ was \$73.2 ~~\$78.9 million and \$72.8 million~~, respectively. Estimated amortization of intangible assets for fiscal years ~~2019~~, 2020, 2021, 2022 and 2023 was ~~\$68.6 million~~, \$61.8 million, \$51.9 million, \$45.2 million, \$36.5 million, \$31.9 million, \$25.2 million, \$18.3 million and \$13.4 million, respectively.

NOTE 67: LONG-TERM DEBT

The components of long-term debt are as follows:

	(in 000s)		
As of April 30,			
Senior Notes, 4.125%, due October 2020 ⁽¹⁾	\$	650,000	\$ 650,000
Senior Notes, 5.500%, due November 2022 ⁽¹⁾		500,000	500,000
Senior Notes, 5.250%, due October 2025 ⁽¹⁾		350,000	350,000
Capital lease obligation, ~~due over the next 5 years~~	—	5,628	6,610
Debt issuance costs and discounts	(7,371)	(9,993)	(12,612)
	1,492,629	1,495,635	1,493,998
Less: Current portion	—	(1,026)	(981)
	\$ 1,492,629	\$ 1,494,609	\$ 1,493,017

(1) The Senior Notes are not redeemable by the bondholders prior to maturity, although we have the right to redeem some or all of these notes at any time, at specified redemption prices. The subject to adjustment based upon our credit ratings.

UNSECURED COMMITTED LINE OF CREDIT – On September ~~22~~²¹, ~~2017~~²⁰¹⁸, we entered into a Third Amended and Restated Credit (2018 CLOC), which amended and restated our Second Amended and Restated Credit and Guarantee Agreement (2017-~~CLOC~~), which

~~Amended and Restated Credit and Guarantee Agreement (2016~~ CLOC), extending the scheduled maturity date from September 22, ~~2021~~, ~~2022~~2023. Other material terms remain unchanged from our ~~2016~~2017 CLOC. The ~~2017~~2018 CLOC provides for an unsecured revolving credit facility in the aggregate principal amount of \$2.0 billion, which includes a \$200.0 million sublimit for swingline loans and a \$50.0 million sublimit for letters of credit. We may request increases in the aggregate principal amount of the revolving credit facility of up to \$500.0 million upon the satisfaction of commitments from lenders and meeting certain other conditions. The ~~2017~~2018 CLOC will mature on September ~~22~~21, ~~2022~~2023, unless extended pursuant to the terms of the ~~2017~~2018 CLOC, at which time all outstanding amounts thereunder will be due and payable. The CLOC includes an annual facility fee, which will vary depending on our then current credit ratings.

The ~~2017~~2018 CLOC is subject to various conditions, triggers, events or occurrences that could result in earlier termination of the CLOC, including, without limitation: (1) a covenant requiring the Company to maintain a debt-to-EBITDA ratio calculated on a consolidated basis of no greater than (a) 3.50 to 1.00 as of the last day of each fiscal quarter ending on April 30, 2019, 2020, 2021, 2022 and 2023, and (b) 4.50 to 1.00 as of the last day of each fiscal quarter ending on January 31 of each year; (2) a covenant requiring the Company to maintain a coverage ~~ratio~~ (EBITDA-to-interest expense)-ratio calculated on a consolidated basis of not less than 2.50 to 1.00 as of the last date of each fiscal year; (3) covenants restricting our ability to incur certain additional debt, incur liens, merge or consolidate with other companies, sell or dispose of all or substantially all of our assets (including equity interests), liquidate or dissolve, engage in certain transactions with affiliates or enter into certain restrictive agreements. The CLOC also includes provisions for an equity cure which could potentially allow us to independently cure certain defaults. Proceeds under the ~~2017~~2018 CLOC may be used for working capital needs or for other general corporate purposes. We were in compliance with these requirements as of April 30, ~~2018~~2019.

As of April 30, ~~2018~~2019, amounts available to borrow under the ~~2017~~2018 CLOC were limited by the debt-to-EBITDA covenant to \$2.0 billion; however, our cash needs at April 30 generally do not require us to borrow on our CLOC at that time, and we had no balance outstanding under the ~~2017~~2018 CLOC as of April 30, ~~2018~~.

~~**SENIOR NOTES** — On September 25, 2015, we issued \$650.0 million of 4.125% Senior Notes due October 1, 2020, and \$350.0 million of 5.50% Senior Notes due October 1, 2025. The Senior Notes are not redeemable by the bondholders prior to maturity, although we have the right to redeem the Senior Notes at any time, at specified redemption prices. Proceeds of the Senior Notes issued in September 2015, along with cash on hand and other assets, were used to pay for the acquisition of shares in fiscal year 2016, as discussed in note 7.~~

~~On October 25, 2012, we issued \$500.0 million of 5.50% Senior Notes due November 1, 2022. The Senior Notes are not redeemable by the bondholders prior to maturity.~~

~~The interest rates on our Senior Notes are subject to adjustment based upon our credit ratings~~2019.

OTHER INFORMATION – The aggregate payments required to retire long-term debt are \$~~1.0~~650.0 million ~~in fiscal year 2021~~, \$~~1.1~~1.1 million in ~~fiscal year 2022~~, \$651.1 million, \$1.2 million, \$501.2 million and \$350.0 million in fiscal ~~years 2019, 2020, 2021, 2022, 2023 and beyond, respectively.~~

The estimated fair value of our long-term debt as of April 30, [2019 and 2018](#) ~~and 2017~~ totaled \$~~1.5~~[1.6](#) billion and \$~~1.6~~[1.5](#) billion, respectively. [In October 2018, we exercised a purchase option to acquire an office building previously recorded as a capital lease.](#)

NOTE ~~78~~: STOCKHOLDERS' EQUITY

[During fiscal year 2019, we repurchased and immediately retired 7.9 million shares of stock at an aggregate cost of \\$184.8 million, or \\$23.10 per share.](#) We had no repurchases or retirements of common stock in fiscal year 2018. During fiscal year 2017, we repurchased and retired 10.0 million shares of common stock at an aggregate cost of \$317.0 million, or an average price of \$22.61 per share. ~~During fiscal year 2017, we repurchased and immediately retired 56.4 million shares of common stock at an aggregate cost of \$2.0 billion, or an average price of \$35.46 per share.~~

As of April 30, ~~2018~~[2019](#) and ~~2017~~[2018](#), substantially all of the balance of our accumulated comprehensive loss consisted of foreign currency translation adjustments.

NOTE ~~89~~: STOCK-BASED COMPENSATION

We have a stock-based Long Term Incentive Plan (Plan), under which we can grant stock options, restricted shares, performance-based restricted share units, deferred stock units and other forms of equity to employees, non-employee directors and consultants. Stock-based compensation expense for continuing operations totaled \$[23.8 million](#), ~~\$22.0 million~~, and \$19.3 million ~~and \$23.5 million~~ in fiscal years [2019](#), ~~2018~~, and ~~2017~~ ~~and 2016~~, respectively. We realized tax benefits of \$[6.1 million](#), ~~\$6.9 million~~, ~~\$6.0 million~~ and \$~~9.5~~[6.0](#) million, respectively. We realized tax benefits of \$[3.4](#) million ~~and \$20.9 million~~ in fiscal years [2019](#), ~~2018~~, and ~~2017~~ ~~and 2016~~, respectively.

As of April 30, ~~2018~~[2019](#), we had ~~14.6~~[13.9](#) million shares reserved for future awards under our Plan. We issue shares from our treasury upon exercise or vesting of stock-based awards and believe we have adequate treasury stock balances available for future issuances.

We measure the fair value of options on the grant date or modification date using the Black-Scholes-Merton (Black-Scholes) option pricing model based upon the expected term of the options. We measure the fair value of nonvested shares and share units [\(other than performance-based restricted share units\)](#) based on the closing price of our common stock on the grant date. We measure the fair value of performance-based [nonvested](#) share units using the Monte Carlo valuation model, taking into account as necessary those provisions of the performance-based nonvested share units that are based on performance conditions. We generally expense the grant-date fair value, net of estimated forfeitures, over the vesting period on a straight-line basis.

Options, nonvested shares and nonvested share units (other than performance-based nonvested share units) granted to employees are typically based upon service over a three-year period with a portion vesting each year. Performance-based nonvested share units granted to employees vest at the end of a three-year period based upon satisfaction of both service-based and performance-based requirements. The number of nonvested share units that ultimately vest can range from zero up to ~~250~~[200](#) percent of the number granted, based on the form of the award, the performance metrics and the grant. The performance metrics for these awards typically consist of earnings before interest, taxes, depreciation and amortization.

return on equity, return on invested capital, total shareholder return or our stock price. Deferred stock units granted to non-employees are granted and are settled six months after the director separates from service as a director of the Company, except in the case of death.

All share units granted to employees and non-employee directors receive cumulative dividend equivalents to the extent of the unit's fair market value at the time of distribution. Options granted under our Plan have a maximum contractual term of ten years.

NONVESTED SHARES AND SHARE UNITS – A summary of nonvested shares, nonvested share units and deferred stock units, performance-based, for the year ended April 30, ~~2018~~2019, is as follows:

	(shares in 000s)			
	Nonvested Shares ~~and~~ Nonvested Share Units <u>and</u> <u>Deferred Stock Units</u>		Performance-Based Nonvested Share Units	
	Shares	Shares		
Outstanding, beginning of the year	~~1,616~~ 1,539	\$ ~~23.50~~ 25.54	~~1,099~~ 1,127	\$ ~~30.22~~ 29.01
Granted	667615	30.0323.07	273351	32.6624.48
Released	(635)(483)	24.1126.40	(197)(175)	37.2029.32
Forfeited	(109)(88)	28.2226.10	(48)(65)	29.5529.88
Outstanding, end of the year	<u>1,539</u> 1,583	\$ <u>25.54</u> 24.34	<u>1,127</u> 1,238	\$ <u>29.01</u> 26.89

The total fair value of shares and units vesting during fiscal years 2019, 2018, ~~and~~ 2017 ~~and 2016~~ was \$17.9 million, ~~\$22.6 million~~, ~~and~~ ~~\$22.6 million~~, respectively. As of April 30, ~~2018~~2019, we had \$30.525.6 million of total unrecognized compensation cost related to these shares and units to be recognized over a weighted-average period of two years.

When valuing our performance-based nonvested share units on the grant date, we typically estimate the expected volatility using historical volatility of H&R Block, Inc. and selected comparable companies. The dividend yield is calculated based on the current dividend and the market price of our common stock at the grant date. The risk-free interest rate is based on the U.S. Treasury zero-coupon yield curve in effect on the grant date. Both the expected volatility and risk-free interest rate are based on a period that approximates the expected term. The following assumptions were used to value our nonvested share units using the Monte Carlo valuation model during the periods:

When valuing our options on the grant date, we typically estimate the expected volatility using our historical stock price data. We and forfeiture behaviors to estimate the options expected term and our forfeiture rate. The dividend yield is calculated based on the market price of our common stock on the grant date. The risk-free interest rate is based on the U.S. Treasury zero-coupon yield curve on the grant date. Both expected volatility and the risk-free interest rate are based on a period that approximates the expected term.

No stock options were granted in fiscal year 2019. The weighted-average fair values for stock options granted during fiscal years 2018, 2017, and 2016 were \$5.02, \$3.31, and \$5.28, respectively.

NOTE 9: INCOME TAXES

We file a consolidated federal income tax return in the U.S. with the ~~Internal Revenue Service (IRS)~~ and file tax returns in various other jurisdictions. Tax returns are typically examined and either settled upon completion of the examination or through the appeals process. Our federal income tax returns for 2015 and 2016 have not been audited and 2017 remain open for examination. During the current quarter, we completed the examination of our 2014 federal income tax return with no significant adjustments made. As a result, we consider 2014 our final federal income tax purposes. Our U.S. federal income tax returns for 2013 and 2014 and all prior periods are closed. With respect to state and local income tax returns outside of the United States, we are typically subject to examination for three to six years after the income tax returns are filed. Because the outcome of the tax audits is always uncertain, we believe that adequate amounts of tax, interest, and penalties have been accrued in the accompanying consolidated financial statements for any adjustments that might be incurred due to federal, state, local or foreign audits.

On December 22, 2017, the U.S. government enacted legislation commonly referred to as the Tax Cuts and Jobs Act (Tax Legislation), which made significant and complex changes to the U.S. tax code that impacted our financial statements, the most significant being a reduction in the U.S. corporate income tax rate from 35% to 21% and the imposition of a one-time transition tax on certain earnings of foreign subsidiaries. In addition, the Securities and Exchange Commission (SEC) staff issued Staff Accounting Bulletin 118 (SAB 118), which provides guidance on accounting for the tax effects of Tax Legislation. SAB 118 provides a measurement period that should not extend beyond one year from the Tax Legislation's enactment to allow companies to complete their analysis and apply the provisions of Tax Legislation to their financial statements. To the extent a company's accounting for the effects of Tax Legislation is incomplete, it must record a provisional estimate in the financial statements. If a company cannot determine a provisional estimate, it should continue to apply the provisions of the tax laws that were in effect immediately before the enactment of Tax Legislation. In the fourth quarter of fiscal year 2018, we continued our assessment of the corporate income tax impacts expected to result from Tax Legislation. The impacts of Tax Legislation to our financial statements include (1) a decrease to current income taxes payable compared to the prior period due to the reduction in the corporate income tax rate from 35% to 21%, (2) re-measurement of our deferred tax assets and liabilities, (3) the repeal of the research and development activities deduction (R&D), (4) accrual of a transition tax liability, which is payable in installments over a period of up to eight years, and (5) the repeal of the Intangible Low-Taxed Income (ILTI). The Company considers the impact of the repeal of the R&D as recorded in our April 30, 2019 consolidated financial statements.

~~be final. Our and our~~ financial statements reflect ~~reasonable provisional estimates of the final~~ effects of ~~the~~ Tax Legislation in computing the one-time transition tax, the ~~impact of tax on global intangible low taxed income (GILTI)~~, unrecognized tax benefits, and, the impact of the Tax Legislation on state and local taxes. ~~During the three month period ending April 30, 2018, the Company recognized immaterial. The year were immaterial~~ to the provisional amounts ~~previously~~ recorded ~~at January 31, 2018 and included these adjustments as a component of income from continuing operations.~~ We are in the process of finalizing our assessment of the impact of Tax Legislation and our provisional estimates are the result of additional analysis of the underlying calculations or additional regulatory guidance that clarifies the interpretations of Tax Legislation. ~~Due to the complexity of Tax Legislation as it related to GILTI, we are continuing to evaluate how the income tax provision will be determined under GAAP, which permits companies to make an accounting policy election to either (i) account for GILTI as a component of tax expense if the company is subject to the rules, or (ii) account for GILTI in the company's measurement of deferred taxes. Currently, we have not elected to do so only after we complete our analysis of the GILTI provisions.~~ have elected to account for GILTI as a period cost at the time it is incurred.

The components of income from continuing operations upon which domestic and foreign income taxes have been provided are as follows:

(in 000s)

Year ended April 30,					
Domestic		~~547,101~~ <u>389,319</u>	~~\$~~	~~547,101~~	~~\$ 535,378~~ <u>\$ 513,746</u>
Foreign	~~155,841~~ <u>121,631</u>	~~121,631~~ <u>93,909</u>	~~93,909~~ <u>93,909</u>	~~93,909~~ <u>55,733</u>	~~55,733~~ <u>569,479</u>
	~~\$~~ <u>545,160</u>	~~\$~~	~~668,732~~	~~\$~~	~~629,287~~ <u>\$ 569,479</u>

~~Foreign~~We operate in multiple income ~~consists principally of~~ tax jurisdictions both within the United States and internationally. Accounting for income taxes requires the determination of the appropriate allocation of income to each of these jurisdictions based on transfer pricing analyses of comparable companies and the determination of the appropriate tax rates to be applied to the income in each jurisdiction based on the future economic conditions. Although these intercompany transactions ~~and our tax operations in Canada and Australia~~ reflect appropriate transfer pricing documentation is in place, transfer pricing terms and conditions may be scrutinized by local tax authorities and resulting changes may impact our mix of earnings in countries with differing statutory tax rates.

The reconciliation between the income tax provision and the amount computed by applying the statutory U.S. federal tax rate to operations is as follows:

Year ended April 30,	2019	2018	2017	2017	2016
U.S. statutory tax rate		21.0 %	35.0 %	21.0 %	35.0 %
Change in tax rate resulting from:					
State income taxes, net of federal income tax benefit	2.3 %	2.2 %	1.6 %	2.2 %	2.2 %
Earnings taxed in foreign jurisdictions	(2.7 %)	(4.9 %)	(4.6 %)	(2.0 %)	(2.0 %)
Permanent differences		0.4 %	(0.4 %)	(0.2 %)	(0.4 %)
Uncertain tax positions	(2.3 %)	3.6 %	4.3 %	2.8 %	2.8 %
Remeasurement of deferred tax assets and liabilities	0.2 %	(2.6 %)	— %	— %	— %
Tax benefit due to effective date of statutory rate change	— %	(15.9 %)	— %	— %	— %
One-time transition tax	— %	2.9 %	— %	— %	— %
Tax deductible write-down of foreign investment	— %	(2.4 %)	— %	— %	— %
Change in valuation allowance - domestic	0.4 %	1.1 %	(0.1 %)	— %	— %
Change in valuation allowance - foreign ⁽⁴⁾	(0.8 %)	2.9 %	0.3 %	(0.5 %)	(0.5 %)
Significant state apportionment changes		— %	— %	(4.3 %)	(4.3 %)
Other	(0.1 %)	(2.0 %)	(3.0 %)	(0.3 %)	(0.3 %)
Effective tax rate	18.3 %	6.3 %	33.1 %	32.7 %	32.7 %

⁽⁴⁾ Primarily relates to the tax deductible write-down of foreign investment.

The

The increase in the effective tax rate for fiscal year 2018 decreased 26.8% compared to the prior year. The reduced effective tax rate decrease is due to the impact of the reduction in the U.S. federal corporate income tax rate from 35% to 21%, effective January 1, 2018. The impact of the rate decrease is/was exaggerated in fiscal year 2018 due to the seasonality of our business and our differing year end tax filing and financial reporting purposes, which is included as "tax benefit due to effective date of statutory rate change" in the tax provision.

for the U.S. are filed on a calendar year-end basis. Therefore, pretax losses for the eight months ended December 31, 2017 resulted in a net loss before income taxes of \$147.9 million, which was taxed at the statutory rate of 35%, while the pretax income generated in the four months ended April 30, 2018 was taxed at the [21% corporate rate was effective for the entire fiscal year-end 2019](#).

The components of income tax expense (benefit) for continuing operations are as follows:

					(in 000s)	
Year ended April 30,						
Current:						
Federal	\$	<u>74,993</u>	\$ (53,630)	\$	147,961	\$ <u>167,233</u>
State		<u>12,345</u>	25,240	<u>15,118</u>	<u>15,118</u>	<u>(26,980)</u>
Foreign		<u>6,711</u>	9,953	<u>10,678</u>	<u>10,678</u>	<u>8,735</u>
		<u>94,049</u>	(18,437)	<u>173,757</u>	<u>173,757</u>	<u>148,988</u>
Deferred:						
Federal		<u>6,625</u>	50,505	<u>39,299</u>	<u>39,299</u>	<u>19,937</u>
State		<u>(1,070)</u>	24,666	(5,064)		<u>13,801</u>
Foreign		<u>300</u>	(14,911)	<u>378</u>	<u>378</u>	<u>3,200</u>
		<u>5,855</u>	60,260	<u>34,613</u>	<u>34,613</u>	<u>36,938</u>
Total income taxes for continuing operations	\$	<u>99,904</u>	\$ 41,823	\$	208,370	\$ <u>185,926</u>

The negative current federal income tax ~~is driven~~ [in fiscal year 2018 was](#) primarily [driven](#) by the decrease in the federal income tax expense due to the seasonality of our business and the differing year ends for corporate income tax filing and financial reporting purposes.

The net loss from discontinued operations for fiscal years [2019](#), 2018, [and](#) 2017 ~~and 2016~~ totaled \$[22.7 million](#), \$13.8 million, [and](#) \$7.0 million, respectively, and was net of tax benefits of \$[7.0](#) million, \$7.0 million and \$[5.4](#) million, respectively.

The significant components of deferred tax assets and liabilities are reflected in the following table:

(in 000s)

As of April 30,

Deferred tax assets:

Accrued expenses	\$ <u>4,479</u>	\$ 3,847	\$ ~~4,491~~
Deferred revenue	<u>9,603</u>	9,482	~~36,305~~
Allowance for credit losses and related reserves	<u>25,849</u>	25,058	~~39,243~~
Internally-developed software	<u>4,588</u>	15,741	~~55,253~~
Deferred and stock-based compensation	<u>5,970</u>	4,526	~~17,919~~
Net operating loss carry-forward	<u>72,618</u>	69,567	~~28,049~~
Federal tax benefits related to state unrecognized tax benefits	<u>20,141</u>	15,738	~~36,265~~
<u>Intangibles - intellectual property</u>	<u>93,300</u>	<u>—</u>	
Valuation allowance	<u>(47,070)</u>	(49,215)	~~(22,844)~~
Total deferred tax assets	<u>189,478</u>	94,744	~~194,681~~

Deferred tax liabilities:

Prepaid expenses and other	<u>(8,592)</u>	(8,986)	~~(12,104)~~
Property and equipment	<u>(9,726)</u>	(7,944)	~~(10,024)~~
Intangibles	<u>(59,477)</u>	(61,226)	~~(95,385)~~
Total deferred tax liabilities	<u>(77,795)</u>	(78,156)	~~(117,513)~~

Net deferred tax assets	\$ <u>111,683</u>	\$ 16,588	\$ ~~77,168~~

Net deferred tax assets ~~decreased~~increased by \$~~60.6~~95.1 million during the current period primarily due to ~~a change in tax accounting for deferred POM revenue, electing to claim 100% bonus depreciation on eligible assets and re-measurement of all deferred tax assets~~the adoption of ASU 2016-16, which is reflected by the increase in "intangibles - intellectual property" in the table above ~~Legislation~~information.

A reconciliation of the deferred tax assets and liabilities and the corresponding amounts reported in the consolidated balance sheets

(in O

2018

Deferred income tax assets	\$	~~29,455~~ <u>130,609</u>	\$	~~77,168~~ <u>29</u>
Deferred tax liabilities		<u>(18,926)</u>	(12,867)	
Net deferred tax asset	\$	~~16,588~~ <u>111,683</u>	\$	~~77,168~~ <u>16</u>

Changes in our valuation allowance for fiscal years [2019](#), [2018](#), [and](#) [2017](#) ~~and 2016~~ are as follows:

(in 000s)

Year ended April 30,

Balance, beginning of the year	\$	~~22,844~~ <u>49,215</u>	\$	~~22,844~~ <u>21,515</u>	\$	~~24,937~~ <u>21,515</u>
Additions:						
Charged to costs and expenses		<u>2,302</u>	~~26,371~~	<u>26,371</u>	3,281	~~3,207~~
Charged to other accounts			—	—		—
Deductions		<u>(4,447)</u>	—	(1,952)		~~(6,629)~~
Balance, end of the year	\$	~~49,215~~ <u>47,070</u>	\$	~~49,215~~ <u>22,844</u>	\$	~~21,515~~ <u>21,515</u>

Our valuation allowance on deferred tax assets ~~increased~~(DTAs) decreased \$~~26.42~~.1 million during the current period. The ~~increase~~of \$4.4 million was entirely offset by a write-off of certain net operating loss (NOL) DTAs primarily related to foreign losses ~~fiscal year~~no longer available to be utilized in future years. The \$2.3 million increase in valuation allowance is a result of the expiration of the prior to usage.

Certain of our subsidiaries file stand-alone returns in various state, local and foreign jurisdictions, and others join in filing consolidated returns in such jurisdictions. As of April 30, ~~2018~~2019, we had ~~net operating losses (NOLs)~~ in various states and foreign jurisdictions. The amount of NOLs vary by taxing jurisdiction. We maintain a valuation allowance of \$~~21.8~~24.2 million on state NOLs and \$~~27.3~~22.9 million on foreign NOLs. Such losses that, more likely than not, will not be realized. ~~If not used,~~Of the ~~NOLs~~\$25.5 million of net NOL DTAs, \$3.2 million will expire during fiscal years ~~2019~~2020 through ~~2038~~2039 and the remaining \$22.3 million has no expiration.

We do not currently intend to repatriate non-borrowed funds held by our foreign subsidiaries; therefore, no provision has been made for taxes that might be payable upon remittance of such earnings. The amount of unrecognized tax liability on these foreign earnings, net of expense, was immaterial as of April 30, ~~2018~~2019.

Changes in unrecognized tax benefits for fiscal years [2019](#), 2018, ~~2017~~ and ~~2016~~[2017](#) are as follows:

(in 000s)

Year ended April 30,								
Balance, beginning of the year	\$	<u>186,061</u>	\$	149,943	\$	111,514	\$	~~86,268~~
Additions based on tax positions related to prior years		<u>9,937</u>	6,657	~~14,743~~		<u>14,743</u>		~~29,294~~
Reductions based on tax positions related to prior years		~~(42,647)~~		(25,259)		(8,469)		~~(25,413)~~
Additions based on tax positions related to the current year		<u>38,611</u>	68,292	~~33,264~~		<u>33,264</u>		~~27,220~~
Reductions related to settlements with tax authorities		<u>(2,025)</u>		(637)		(293)		~~(450)~~
Expiration of statute of limitations		<u>(4,793)</u>		(12,936)		(989)		~~(8,922)~~
Other		<u>—</u>	1	~~173~~		<u>173</u>		~~3,517~~
Balance, end of the year	\$	<u>185,144</u>	\$	186,061	\$	149,943	\$	~~111,514~~

The total gross unrecognized tax benefit ending balance as of April 30, [2019](#), 2018, ~~and~~ 2017 ~~and 2016~~, includes \$[122.5 million](#), ~~\$122.5 million and \$82.3 million~~, respectively, which if recognized, would impact our effective tax rate. The difference results from adjustments for such items as federal, state and foreign deferred items, interest and deductible taxes. [Reductions from prior year are primarily related to settlements with tax authorities and expirations of statute of limitations.](#)

We believe it is reasonably possible that the balance of unrecognized tax benefits could decrease by approximately \$~~10~~[27.0](#) million over the next 12 months. [The anticipated decrease is due to settlements of audit issues and the expiration of statutes of limitations, anticipated closures of subsidiaries currently under examination, and settlements with tax authorities. For such matters where a change in the balance of unrecognized tax benefits is deemed reasonably possible, no estimate has been included.](#)

Interest and penalties, if any, accrued on the unrecognized tax benefits are reflected in income tax expense. The total gross interest and penalties as of April 30, [2019](#), 2018, ~~and~~ 2017 ~~and 2016~~ totaled \$[22.4 million](#), ~~\$18.7 million and \$21.0 million and \$22.3 million~~, respectively.

NOTE 1011: OTHER INCOME AND OTHER EXPENSES

The following table shows the components of other income (expense), net:

(in 000s)

Year ended April 30,				
Mortgage loans and real estate owned, net	\$	—	\$	2,644
Interest income		16,512	6,861	3,642
Interest and gains on available-for-sale securities				188
Foreign currency gains (losses), net		(233)	(165)	(1)
Impairment of investments				
Other, net		140	(642)	(219)
	\$	16,419	\$	6,054
			\$	6,254
			\$	5,249

In fiscal year 2017, we sold our portfolio of mortgage loans and related real estate owned.

NOTE 1112: COMMITMENTS AND CONTINGENCIES

We offer POM to tax clients whereby we (1) represent our clients if they are audited by a taxing authority, and (2) assume the client limit of \$6,000 for U.S. clients and \$3,000CAD for Canadian clients, of additional taxes owed by a client resulting from errors. We defer all revenues and direct costs associated with these service plans, recognizing these amounts over the term of the service paid in relation to projected claims. The related short-term asset is included in prepaid expenses and other current assets. The related deferred revenue and other current liabilities in the consolidated balance sheets. The related long-term asset and liability are included in assets and deferred revenue and other noncurrent liabilities, respectively, in the consolidated balance sheets. A loss on POM would be recognized if expected costs for services exceeded unearned revenue. Changes in the related balance of deferred revenue for both company-owned and third-party-owned plans are as follows:

				(in 000s)
Year ended April 30,				
Balance, beginning of the year	\$	211,223	\$	204,342
Amounts deferred for new extended service plans issued		122,650		120,691
Revenue recognized on previous deferrals		(115,599)		(113,810)
Balance, end of the year	\$	218,274	\$	211,223

Assisted tax returns, [as well as services provided under Tax Pro GoSM and Tax Pro ReviewSM](#), are covered by our 100% accuracy guarantee, whereby we will reimburse a client for penalties and interest ~~if we make~~ [attributable to](#) an [H&R Block](#) error on a return. DIY tax returns are covered by our 100% accuracy guarantee, whereby we will reimburse a client up to a maximum of \$10,000, if our software makes an arithmetic error that results in an overpayment and/or interest to the IRS that a client would otherwise not have been required to pay. Our liability related to estimated losses guarantee was [\\$9.9 million and \\$9.4 million](#) ~~and \$6.8 million~~ as of April 30, ~~2018~~ [2019](#) and ~~2017~~ [2018](#), respectively. The short-term portions of this liability are included in deferred revenue and other liabilities in the consolidated balance sheets.

Our liability related to acquisitions for estimated contingent consideration was [\\$11.1 million and \\$12.1 million](#) ~~and \$10.4 million~~ as of April 30, ~~2018~~ [2019](#) and ~~2017~~, respectively, with ~~amounts~~ [the short-term and long-term portions of this liability](#) recorded in deferred revenue and other liabilities. Contingent payments are typically based on expected financial performance of the acquired business and economic conditions at the time of acquisition. ~~are generally paid out two to three years after the~~ acquisition. Should actual results differ from our assumptions, future payments may be above or below the estimate and any differences will be recorded in results from continuing operations.

We have contractual commitments to fund certain franchises with approved revolving lines of credit. Our total obligation under these commitments was [\\$40.9 million and \\$30.4 million](#) as of April 30, ~~2018~~ [2019](#), and net of amounts drawn and outstanding, our remaining commitment to fund totaled \$20.5 million and \$15.4 million, respectively.

We are self-insured for certain risks, including, employer provided medical benefits, workers' compensation, property and casualty, and claims related to POM. These programs maintain various self-insured retentions. In all but POM in company-owned offices, we purchase excess coverage from third parties. We accrue estimated losses for self-insured retentions using actuarial models and historical loss experience.

We have a deferred compensation plan that permits certain employees to defer portions of their compensation and accrue income thereon. Included in deferred revenue and other liabilities is [\\$19.9 million and \\$23.3 million](#) ~~and \$25.2 million~~ as of April 30, ~~2018~~ [2019](#) and ~~2017~~, reflecting our obligation under these plans.

[Emerald AdvanceTM lines of credit are originated by Axos and are offered from mid-November to mid-January. We purchase a 90% participation interest in all EAs originated by Axos in accordance with our participation agreement. See note 4 for additional information about these balances.](#)

On July ~~27~~ [26](#), ~~2017~~ [2018](#), we entered into a Refund Advance Program Agreement and certain ancillary agreements with ~~BofA~~ [Axos](#), to originate and fund Refund Advance loans, and provide technology, software, and underwriting support services related to such loan originations. ~~The Refund Advance Program Agreement was subsequently amended on November 9, 2017. RA~~ [loans](#) are offered to preparation clients, based on client eligibility as determined by the loan originator. We pay loan origination fees based on volume and loan-to-value ratios. Loan origination fees are intended to cover expected loan losses and payments to capital providers, among other items. We have provided ~~guaranties~~ [guarantees](#) related to this agreement. We have provided a limited ~~guaranty~~ [guarantee](#) up to [\\$107.5 million](#) related to loan originations for accepting electronic filing. ~~At April 30, 2018 and 2017, we had~~ [We](#) accrued an estimated liability of \$1.6 million ~~and \$0.7 million, respectively.~~

guaranty [at April 30, 2019 and 2018. We paid \\$1.5 million related to this guarantee for the fiscal year 2018 tax season.](#) Additional guaranty for the remaining loans, up to \$57 million in the aggregate, which would cover certain incremental loan losses. [We were payment in connection with this guarantee for the fiscal year 2018 tax season.](#) Based on [the](#) performance of the remaining loans to pay any amounts related to this guaranty [for the fiscal year 2019 tax season.](#)

~~—In connection with an agreement with BofI, we are required to purchase a 90% participation interest, at par, in all EAs originated. See note 3 for additional information about these balances.~~

~~Substantially all of the operations of our subsidiaries are conducted in leased premises. Most of the operating leases are for periods r~~

[We offer POM to U.S. and Canadian clients, whereby we \(1\) represent our clients if they are audited by a taxing authority, and \(2\) a certain limits, of additional taxes owed by a client resulting from errors attributable to H&R Block. The additional taxes paid under POM of \\$6,000 for U.S. clients and \\$3,000CAD for Canadian clients with respect to the federal, state/provincial and local tax returns w clients during the taxable year protected by POM. A loss on POM would be recognized if the sum of expected costs for services exceed](#)

[The majority of our lease portfolio consists of retail office space in the U.S., Canada and Australia. The contract terms for these retail and generally are from ~~three years~~May 1 to ~~five years~~, with renewal options, and provide for fixed monthly rentalsApril 30. As indi leases are generally renegotiated.](#) Future minimum operating lease commitments as of April 30, ~~2018~~2019, are as follows:

	(in 000s)
~~2019~~	~~\$ 230,163~~
2020	~~\$ 228,063~~ 232,175
2021	~~173,746~~ 160,414
2022	~~103,545~~ 102,379
2023	~~51,575~~ 49,095
2024	20,005
~~2024~~ 2025 and beyond	~~33,813~~ 2,243
	~~\$ 820,905~~ 573,311

Rent expense of continuing operations for fiscal years [2019, 2018, and 2017](#) ~~and 2016~~ totaled [\\$255.0 million, \\$245.9 million, and](#) million, respectively.

LOSS CONTINGENCIES PERTAINING TO DISCONTINUED MORTGAGE OPERATIONS – SCC ceased originating mortgage loans in Dec 2008, sold its servicing assets and discontinued its remaining operations. Mortgage loans originated by SCC were sold either as whole buyers, who generally securitized such loans, or in the form of residential mortgage-backed securities (RMBSs). In connection with

RMBSs, SCC made certain representations and warranties. Claims under these representations and warranties together with any related to these losses are collectively referred to as "representation and warranty claims."

SCC accrues a liability for losses related to representation and warranty claims when those losses are believed to be both probable and measurable. SCC's loss estimate ~~as of April 30, 2018~~, is based on the best information currently available, management judgment, development of the terms of bulk settlements. In periods when a liability is accrued for such loss contingencies, the liability is included in deferred liabilities on the consolidated balance sheets. ~~A rollforward of SCC's accrued~~ SCC had no liability accrued for these ~~loss contingencies~~ April 30, 2019 or April 30, 2018.

<u>Year ended April 30,</u>	<u>2018</u>	<u>2017</u>	<u>(in millions)</u>
Balance, beginning of the year	\$ 4,500	\$ 65,265	\$ 149
Loss provisions	—	235	4
Payments	(4,500)	(61,000)	(88)
Balance, end of the year	\$ —	\$ 4,500	\$ 65

See note [12.13](#), which addresses contingent losses that may be incurred with respect to various indemnification or contribution agreements with depositors, and securitization trustees in securitization transactions in which SCC participated.

NOTE [12.13](#): LITIGATION AND OTHER RELATED CONTINGENCIES

We are a defendant in numerous litigation matters, arising both in the ordinary course of business and otherwise, including as described below are not all of the lawsuits to which we are subject. In some of the matters, very large or indeterminate amounts, in some cases, are sought. U.S. jurisdictions permit considerable variation in the assertion of monetary damages or other relief. Jurisdictions may specify the monetary damages sought or may permit claimants to state only that the amount sought is sufficient to invoke the jurisdiction. In addition, jurisdictions may permit plaintiffs to allege monetary damages in amounts well exceeding reasonably possible verdicts in some matters. We believe that the monetary relief which may be specified in a lawsuit or a claim bears little relevance to its merits or disposition. The variability in pleadings and our experience in litigating or resolving through settlement of numerous claims over an extended period of time.

The outcome of a litigation matter and the amount or range of potential loss at particular points in time may be difficult to ascertain. Uncertainties can include how fact finders will evaluate documentary evidence and the credibility and effectiveness of witness testimony. Appellate courts will apply the law. Disposition valuations are also subject to the uncertainty of how opposing parties and their counsel will present relevant evidence and applicable law.

In addition to litigation matters, we are also subject to claims and other loss contingencies arising out of our business activities, including

We accrue liabilities for litigation, claims, including indemnification and contribution claims, and other related loss contingencies and other loss contingencies (each referred to, individually, as a "matter" and, collectively, as "matters") when it is probable that a loss has been incurred and the amount of the loss is reasonably estimated. If a range of loss is estimated, and some amount within that range appears to be a better estimate than any other amount in the range, then that amount is accrued. If no amount within the range can be identified as a better estimate than any other amount in the range.

For such matters where a loss is believed to be reasonably possible, but not probable, or the loss cannot be reasonably estimated, no amount is accrued. It is possible that such matters could require us to pay damages or make other expenditures or accrue liabilities in amounts that are not currently estimated as of April 30, ~~2018~~2019. While the potential future liabilities could be material in the particular quarterly or annual period in which they are recorded, based on information currently known, we do not believe any such liabilities are likely to have a material adverse effect on our consolidated financial position, results of operations, and cash flows. As of April 30, ~~2018~~2019 and ~~2017~~2018, our total accrued liabilities were \$2.3 million and \$2.32.7 million, respectively.

Our estimate of the aggregate range of reasonably possible losses includes (1) matters where a liability has been accrued and there is a reasonably possible loss in excess of the amount accrued for that liability, and (2) matters where a ~~loss is believed to be reasonably possible, but a liability has not been accrued~~ believe a loss reasonably possible. This aggregate range only represents those losses as to which we are currently able to estimate a range of loss. It does not represent our maximum loss exposure. ~~The estimated range of reasonably possible loss is based upon currently available information and is subject to significant judgment and a variety of assumptions, as well as known and unknown uncertainties. The matters underlying the estimated range will change from time to time, and actual results may vary significantly from the current estimate. As of April 30, 2018, we believe the estimate of the aggregate range of reasonably possible losses in excess of amounts accrued is not material.~~

~~For other matters,~~Matters for which we are not currently able to estimate the reasonably possible loss or range of loss are not included in the estimate of the aggregate range of reasonably possible losses. We are often unable to estimate the possible loss or range of loss until developments in such matters have provided sufficient information to enable us to estimate the reasonably possible loss or range of loss, such as precise information about the amount of damages or other remedies being asserted, claims being asserted, discovery from other parties and investigation of factual allegations, rulings by courts on motions or appeals, or the status or terms of any settlement negotiations.

The estimated range of reasonably possible loss is based upon currently available information and is subject to significant judgment and a variety of assumptions, as well as known and unknown uncertainties. The matters underlying the estimated range will change from time to time, and actual results may vary significantly from the current estimate. As of April 30, 2019, we believe the estimate of the aggregate range of reasonably possible losses in excess of amounts accrued, where the range of loss can be estimated, is not material.

On a quarterly and annual basis, we review relevant information with respect to litigation and other loss contingencies and update our estimates of reasonably possible loss or range of loss based on such reviews. Costs incurred with defending matters are expensed as incurred.

receivable for insurance recoveries is recorded separately from the corresponding liability, and only if recovery is determined to be estimable.

We believe we have meritorious defenses to the claims asserted in the various matters described in this note, and we intend to defend them. There can be no assurances as to their outcomes. In the event of unfavorable outcomes, it could require modifications to our operations and amounts that may be required to be paid to discharge or settle the matters could be substantial and could have a material adverse effect on our consolidated financial position, results of operations, and cash flows.

LITIGATION, CLAIMS OR OTHER LOSS CONTINGENCIES PERTAINING TO CONTINUING OPERATIONS –

Free File Litigation. On May 6, 2019, the Los Angeles City Attorney filed a lawsuit on behalf of the People of the State of California, County of Los Angeles (Case No. 19STCV15742) styled *The People of the State of California v. H&R Block, Inc., et al.* The complaint alleges that H&R Block engaged in unfair, fraudulent and deceptive business practices and acts in connection with the IRS Free File Program in violation of the California Unfair Competition Law, Business and Professions Code §§17200 *et seq.* The complaint seeks injunctive relief, restitution of monies paid to the State of California who were eligible to file under the IRS Free File Program for the time period starting four years prior to the filing of the complaint, pre-judgment interest, civil penalties and costs. We have not concluded that a loss related to this matter is probable, nor have we accrued a liability related to this matter.

On May 17, 2019, a putative class action complaint was filed against us in the Superior Court of the State of California, County of Los Angeles (Case No. CGC-19576093) styled *Pelanatita Olosoni and Derek Snarr v. H&R Block, Inc., et al.* The plaintiffs seek to represent both nationwide and California subclasses of all persons who paid to file one or more federal tax returns through H&R Block's internet-based filing system even though they could file those tax returns for free under IRS Free File or H&R Block Free File between May 17, 2015 and the present. The plaintiffs generally allege that H&R Block engaged in fraudulent or deceptive business practices or acts in violation of the California Consumers Legal Remedies Act, California Civil Code §1770, California Unfair Advertising, Business and Professions Code §§17500, *et seq.*, and Unfair Competition Law, Business and Professions Code §§17200 *et seq.* The plaintiffs seek declaratory and injunctive relief, disgorgement, restitution, compensation, and fees and costs. We have not concluded that a loss related to this matter is probable, nor have we accrued a liability related to this matter. We have also received and are responding to certain governmental inquiries relating to the IRS Free File Program.

LITIGATION, CLAIMS, INCLUDING INDEMNIFICATION AND CONTRIBUTION CLAIMS, OR OTHER LOSS CONTINGENCIES PERTAINING TO MORTGAGE OPERATIONS – Although SCC ceased its mortgage loan origination activities in December 2007 and sold its loan servicing business to a third party, SCC or the Company has been, remains, and may in the future be, subject to litigation, claims, including indemnification and contribution claims, and other loss contingencies pertaining to SCC's mortgage business activities that occurred prior to such termination and sale. These lawsuits and contingencies include actions by regulators, third parties seeking indemnification or contribution, including depositors, underwriters, trustees, individual plaintiffs, and cases in which plaintiffs seek to represent a class of others alleged to be similarly situated. A

lawsuits, claims, and contingencies allege or may allege discriminatory or unfair and deceptive loan origination and servicing (including foreclosure, and eviction) practices, other common law torts, rights to indemnification or contribution, breach of contract, violations of a variety of federal statutes, including the Truth in Lending Act (TILA), Equal Credit Opportunity Act, Fair Housing Act, Real Estate Settlement Procedures Act (RESPA), Home Ownership & Equity Protection Act (HOEPA), as well as similar state statutes. It is difficult to predict the matters being initiated or the outcome of existing matters. In many of these matters it is not possible to estimate a reasonably possible loss to, among other things, the inherent uncertainties involved in these matters, some of which are beyond the Company's control. Damages sought in some of these matters.

Mortgage loans originated by SCC were sold either as whole loans to single third-party buyers, who generally securitized such loans, or in connection with the sale of loans and/or RMBSs, SCC made certain representations and warranties. The statute of limitations for a claim on a representation and warranty obligation is generally six years or such shorter limitations period that may apply under the law of a state where the injury occurred. On June 11, 2015, the New York Court of Appeals, New York's highest court, held in *ACE Securities Corp. v. DB Structured Finance, Ltd.* that the six-year statute of limitations under New York law starts to run at the time the representations and warranties are made, not the time the demand was denied. This decision applies to claims and lawsuits brought against SCC where New York law governs. New York law governs the RMBS transactions into which SCC entered. However, this decision would not affect representation and warranty claims and lawsuits that may receive, for example, where the statute of limitations has been tolled by agreement or a suit was timely filed.

In response to the statute of limitations rulings in the *ACE* case and similar rulings in other state and federal courts, parties seeking to pursue representation and warranty claims or lawsuits have sought, and may in the future seek, to distinguish certain aspects of the *ACE* decision, pursue recovery, or assert claims against other contractual parties such as securitization trustees. For example, a 2016 ruling by a New York state court, followed by the federal district court in the second Homeward case described below, allowed a counterparty to pursue litigation against the same trust even though only some of the loans complied with the condition precedent of timely pre-suit notice and opportunity to cure. Additionally, plaintiffs in litigation to which SCC is not party have alleged breaches of an independent contractual duty to provide notices of representations and warranties and pursued separate claims to which, they argue, the statute of limitations ruling in the *ACE* case does not apply. SCC has been on SCC from alternative legal theories seeking to avoid or distinguish the *ACE* decision, or judicial limitations on the *ACE* decision. SCC has accrued liabilities for claims not subject to a tolling arrangement or not relating back to timely filed litigation.

On May 31, 2012, a lawsuit was filed by Homeward Residential, Inc. (Homeward) in the Supreme Court of the State of New York, County of Westchester, styled *Homeward Residential, Inc. v. Sand Canyon Corporation* (Index No. 651885/2012). SCC removed the case to the United States District Court for the Southern District of New York on June 28, 2012 (Case No. 12-cv-5067). The plaintiff, in its capacity as the master servicer for Option ARM Trust 2006-2 and for the benefit of the trustee and the certificate holders of such trust, asserts claims for breach of contract, anticipatory repudiation, declaratory judgment in connection with alleged losses incurred as a result of the breach of representations and warranties relating to the trust. [The trust was originally collateralized with approximately 7,500 loans.](#) The plaintiff seeks specific performance of alleged

damages to compensate the trust and its certificate holders for alleged actual and anticipated losses, as well as a repurchase of the loans due to misrepresentations by SCC as to itself and as to the loans' compliance with its underwriting standards and the value of underlying real estate. On a motion filed by SCC, the court dismissed the plaintiff's claims for breach of the duty to cure or repurchase, anticipatory breach, and for indemnification. The case is proceeding on the remaining claims. Representatives of a holder of certificates in the trust filed a motion to intervene to add H&R Block, Inc. to the lawsuit and assert claims against H&R Block, Inc. based on alter ego, corporate veil-piercing, and agency law. On February 12, 2018, the court denied the motion to intervene. [Discovery in the case is currently scheduled to close on September 30, 2019. A trial date has not yet been set.](#) We do not believe that a loss related to this matter is probable, nor have we accrued a liability related to this matter.

On September 28, 2012, a second lawsuit was filed by Homeward in the United States District Court for the Southern District of New York, *Homeward Residential, Inc. v. Sand Canyon Corporation* (Case No. 12-cv-7319). The plaintiff, in its capacity as the master servicer of the Sand Canyon Loan Trust 2006-3 and for the benefit of the trustee and the certificate holders of such trust, asserts claims for breach of contract and for indemnification with losses allegedly incurred as a result of the breach of representations and warranties relating to 96 loans sold to the trust, [collateralized with approximately 7,500 loans.](#) The plaintiff seeks specific performance of alleged repurchase obligations or damages to compensate the trust and its certificate holders for alleged actual and anticipated losses. In response to a motion filed by SCC, the court dismissed the plaintiff's claim for breach of the duty to cure or repurchase and for indemnification of its costs associated with the litigation. On September 30, 2016, the court dismissed the plaintiff's claim for breach of contract. The plaintiff filed a second amended complaint to include breach of contract claims with respect to 649 additional loans in the trust and for indemnification with respect to other loans in the trust proven to be in material breach of SCC's representations and warranties. SCC filed a motion to dismiss, followed by a motion for leave to appeal the ruling, both of which were denied. On October 6, 2016, the plaintiff filed its second amended complaint. In response to a motion filed by SCC, the court dismissed the plaintiff's claim for breach of one of the representations. The case is proceeding on the remaining claims. Representatives of a holder of certificates in the trust filed a motion to intervene to add H&R Block, Inc. to the lawsuit and assert claims against H&R Block, Inc. based on alter ego, corporate veil-piercing, and agency law. On February 12, 2018, the court denied the motion to intervene. [payments that were made in fiscal year 2018](#) for representation and warranty claims ~~made in fiscal year 2018, as disclosed in note 10~~ of the loans in this case. [Discovery in the case is currently scheduled to close on September 30, 2019. A trial date has not yet been set.](#) We do not believe that a loss related to this lawsuit is probable, nor have we accrued a liability related to this lawsuit.

Underwriters and depositors are, or have been, involved in multiple lawsuits related to securitization transactions in which SCC participated. We allege or alleged a variety of claims, including violations of federal and state securities laws and common law fraud, based on alleged misstatements and misleading disclosures. SCC has received notices of claims for indemnification relating to lawsuits to which underwriters or depositors are parties. Based on information currently available to SCC, it believes that the 21 lawsuits in which notice of a claim has been made involve 39 securitized loans with original investments of approximately \$14 billion (of which the outstanding principal amount is approximately [\\$3.43.1](#) billion). Additional lawsuits by underwriters or depositors may be filed in the future, and SCC may receive additional notices of claims for indemnification or contribution from depositors with respect to existing or new lawsuits or settlements of such lawsuits. Certain of the notices received included, and future notices may include, a reservation of rights to assert claims for contribution, which are referred to herein as "contribution claims." Contribution claims

indemnification is unavailable or insufficient to cover all of the losses and expenses involved. We have not concluded that a loss from indemnification or contribution claims is probable, nor have we accrued a liability related to any of these claims.

Securitization trustees also are, or have been, involved in lawsuits related to securitization transactions in which SCC participated. We have received notices from securitization trustees alleging, among other things, that originators, depositors, servicers, or other parties breached their representations and warranties or breached their obligations, including that securitization trustees breached their contractual obligations, breached their fiduciary duties, or violated regulatory requirements by failing to properly protect the certificate holders' interests. SCC has received notices from securitization trustees of such obligations, and may receive additional notices with respect to existing or new lawsuits or settlements of such lawsuits, in its capacity as originator, depositor, or servicer. We have not concluded that a loss related to any of these indemnification claims is probable, nor have we accrued a liability for such claims.

If the amount that SCC is ultimately required to pay with respect to claims and litigation related to its past sales and securitizations of receivables, net of payment of SCC's related administration and legal expense, exceeds SCC's net assets, the creditors of SCC, other potential claimants, or a trustee if SCC were to file or be forced into bankruptcy, may attempt to assert claims against us for payment of SCC's obligations. Creditors may also attempt to assert claims against or seek payment directly from the Company even if SCC's assets exceed its liabilities. SCC's principal assets consist of cash and cash equivalents totaling approximately \$300,289 million and consist of an intercompany note receivable. We believe our legal position is strong on veil-piercing arguments; however, if this position is challenged and not upheld, it could have a material adverse effect on our business, financial position, results of operations and cash flows.

~~LITIGATION, CLAIMS AND OTHER LOSS CONTINGENCIES PERTAINING TO OTHER DISCONTINUED OPERATIONS—~~

~~**Express IRA Litigation.** On January 2, 2008, the Mississippi Attorney General in the Chancery Court of Hinds County, Mississippi (First Judicial District, No. 2008-6-S-2) filed a lawsuit regarding our former Express IRA product that is styled *Jim Hood, Attorney for the State of Mississippi v. H&R Block Financial Advisors, Inc., et al.* The complaint alleges fraudulent business practices, deceptive acts and practices, common law fraud and breach of contract with respect to the sale of the product in Mississippi and seeks equitable relief, disgorgement of profits, damages and restitution, and civil penalties and damages. We have not concluded that a loss related to this matter is probable, nor have we accrued a loss contingency related to this matter. Although we sold H&R Block Financial Advisors, Inc. (HRBFA) effective November 1, 2008, we remain responsible for any liabilities related to this litigation through an indemnification agreement.~~

OTHER – We are from time to time a party to litigation, claims and other loss contingencies not discussed herein arising out of our business. Such matters may include actions by state attorneys general, other state regulators, federal regulators, individual plaintiffs, and cases brought by or on behalf of or represent others who may be similarly situated.

While we cannot provide assurance that we will ultimately prevail in each instance, we believe the amount, if any, we are required to pay in these other matters will not have a material adverse impact on our business and our consolidated financial position, results of operations, and cash flows.

We believe we have meritorious defenses to the claims asserted in the various matters described in this note, and we intend to defend ourselves vigorously. The amounts claimed in the matters are substantial, however, and there can be no assurances as to their outcomes. In the event of unfavorable outcomes, we may require modifications to our operations; in addition, the amounts that may be required to be paid to discharge or settle the matters could have a material adverse impact on our business and our consolidated financial position, results of operations, and cash flows.

NOTE 1314: ~~SEGMENT INFORMATION~~ SUBSEQUENT EVENTS

~~Our subsidiaries provide assisted and DIY tax return preparation solutions through multiple channels (including in-person, online and desktop software) and distribute the H&R Block-branded products and services, including those of our financial partners, to the general public in the U.S., Canada, Australia, and their respective territories. Tax returns are either prepared by H&R Block tax professionals (in company or virtually via the internet) or prepared and filed by our clients through our DIY tax solutions.~~

~~We operate as a single segment that includes all of our continuing operations, which are designed to enable clients to obtain tax services seamlessly.~~

~~—Revenues of our continuing operations are as follows:~~

	(in 000s)		
Year-ended April 30,	2018	2017	2016
REVENUES:			
U.S.-assisted tax preparation fees	\$ 1,947,160	\$ 1,902,212	\$ 1,890,175
U.S. royalties	245,444	250,270	249,433
U.S. DIY tax preparation fees	243,159	219,123	234,341
International revenues	227,266	210,320	213,400
Revenues from Refund Transfers	171,959	148,212	162,560
Revenues from Emerald Card®	102,640	95,221	92,608
Revenues from Peace of Mind® Extended Service Plan	101,572	92,820	86,830
Interest and fee income on Emerald Advance	56,986	57,022	57,268
Other	63,745	61,114	51,538
	<u>\$ 3,159,931</u>	<u>\$ 3,036,314</u>	<u>\$ 3,038,153</u>

~~The carrying value of long-lived assets held outside the U.S. totaled \$24.5 million, \$21.0 million and \$17.5 million as of April 30, 2018, 2017, and 2016, respectively.~~

[On June 10, 2019 we entered into a definitive agreement to acquire Wave Financial Inc. \(Wave\), a rapidly growing financial solution changing the way small business owners manage their finances. Under the terms of the agreement, H&R Block will acquire all outstanding shares of Wave for approximately \\$405 million, subject to customary adjustments for working capital, debt and transaction expenses. The acquisition will be funded by cash on hand and debt. The transaction is expected to close within the next few months, subject to regulatory approval and customary closing conditions.](#)

NOTE 14: QUARTERLY FINANCIAL DATA (UNAUDITED)-

	(in 000s, except per share amounts)					
	Fiscal Year-	Apr 30, 2018	Jan 31, 2018	Oct 31, 2017	Jul 31, 2017	
Revenues	\$	3,159,931	\$ 2,392,849	\$ 488,426	\$ 140,854	\$ 137,802
Income (loss) from continuing-operations before taxes (benefit)	\$	668,732	\$ 1,231,021	\$ (120,805)	\$ (236,265)	\$ (205,219)
Income taxes (benefit)		41,823	85,057	122,120	(87,953)	(77,401)
Net income (loss) from continuing-operations		626,909	1,145,964	(242,925)	(148,312)	(127,818)
Net loss from discontinued-operations		(13,760)	(3,037)	(2,720)	(5,254)	(2,749)
Net income (loss)	\$	613,149	\$ 1,142,927	\$ (245,645)	\$ (153,566)	\$ (130,567)
Basic-						
Continuing operations	\$	2.99	\$ 5.47	\$ (1.16)	\$ (0.71)	\$ (0.62)
Discontinued operations		(0.06)	(0.02)	(0.02)	(0.03)	(0.01)
Consolidated	\$	2.93	\$ 5.45	\$ (1.18)	\$ (0.74)	\$ (0.63)
Diluted-						
Continuing operations	\$	2.98	\$ 5.43	\$ (1.16)	\$ (0.71)	\$ (0.62)
Discontinued operations		(0.07)	(0.01)	(0.02)	(0.03)	(0.01)
Consolidated	\$	2.91	\$ 5.42	\$ (1.18)	\$ (0.74)	\$ (0.63)

(in 000s, except per share amounts)						
	Fiscal Year	Apr 30, 2017	Jan 31, 2017	Oct 31, 2016	Jul 31, 2016	
Revenues	\$	3,036,314	\$ 2,327,915	\$ 451,882	\$ 131,332	\$ 125,185
Income (loss) from continuing operations before taxes (benefit)	\$	629,287	\$ 1,211,903	\$ (150,598)	\$ (228,469)	\$ (203,549)
Income taxes (benefit)		208,370	425,333	(49,386)	(85,054)	(82,523)
Net income (loss) from continuing operations		420,917	786,570	(101,212)	(143,415)	(121,026)
Net loss from discontinued operations		(11,972)	(3,218)	(3,302)	(2,805)	(2,647)
Net income (loss)	\$	408,945	\$ 783,352	\$ (104,514)	\$ (146,220)	\$ (123,673)
Basic-						
Continuing operations	\$	1.97	\$ 3.79	\$ (0.49)	\$ (0.67)	\$ (0.55)
Discontinued operations		(0.05)	(0.02)	(0.01)	(0.01)	(0.01)
Consolidated	\$	1.92	\$ 3.77	\$ (0.50)	\$ (0.68)	\$ (0.56)
Diluted-						
Continuing operations	\$	1.96	\$ 3.76	\$ (0.49)	\$ (0.67)	\$ (0.55)
Discontinued operations		(0.05)	(0.01)	(0.01)	(0.01)	(0.01)
Consolidated	\$	1.91	\$ 3.75	\$ (0.50)	\$ (0.68)	\$ (0.56)

Because most of our clients file their tax returns during the period from January through April of each year, a substantial majority of tax return preparation and related services and products are earned during this period. As a result, we generally operate at a loss in the first three quarters of our fiscal year. Income tax expense (benefit) for the quarters ended January 31, 2018 and April 30, 2018 were significant. See note 9 for further discussion.

The accumulation of four quarters in fiscal years 2018 and 2017 for earnings per share may not equal the related per share amount for the years ended April 30, 2018 and 2017 due to the timing of the exercise of stock options and lapse of certain restrictions on nonvested shares and share units and the antidilutive effect of stock options and nonvested shares and share units in the first three quarters for those years.

Information regarding H&R Block's common stock prices and dividends for fiscal years 2018 and 2017 is as follows:

	<u>Fiscal Year</u>	<u>Fourth</u>	<u>Third</u>	<u>Second</u>	<u>First Quarter</u>
~~Fiscal Year~~					
~~Dividends paid per share~~	~~\$~~	~~0.96~~	~~\$ 0.24~~	~~\$ 0.24~~	~~\$ 0.24~~
~~Stock price~~					
~~High~~	~~\$~~	~~31.80~~	~~\$ 29.47~~	~~\$ 29.16~~	~~\$ 31.80~~
~~Low~~		~~23.59~~	~~23.80~~	~~23.59~~	~~24.59~~
~~Fiscal Year~~					
~~Dividends paid per share~~	~~\$~~	~~0.88~~	~~\$ 0.22~~	~~\$ 0.22~~	~~\$ 0.22~~
~~Stock price~~					
~~High~~	~~\$~~	~~24.95~~	~~\$ 24.82~~	~~\$ 24.06~~	~~\$ 24.95~~
~~Low~~		~~19.18~~	~~19.85~~	~~20.91~~	~~20.58~~

NOTE 15: CONDENSED CONSOLIDATING FINANCIAL STATEMENTS

Block Financial is a 100% owned subsidiary of the Company. Block Financial is the Issuer and the Company is the full and unconditional guarantor of the Company's debt obligations. Block Financial is the Issuer of the Company's CLOC and other indebtedness issued from time to time. These condensed consolidating financial statements are prepared on the equity method of accounting. Earnings of subsidiaries are, therefore, reflected in the Company's investment in subsidiaries account. The Company eliminates investments in subsidiaries, related stockholders' equity and other intercompany balances and transactions.

CONDENSED CONSOLIDATING						(in 000s)
<u>Year ended</u> <u>April 30</u>	<u>H&R Block,</u> <u>Inc.</u>	<u>Block</u> <u>Financial</u>	<u>Other</u>	<u>Eliminations</u>	<u>Consolidate</u> <u>d</u>	
<u>Total revenues</u>	<u>\$ —</u>	<u>\$ 188,488</u>	<u>\$ 2,966,969</u>	<u>\$ (60,576)</u>	<u>\$ 3,094,881</u>	
<u>Cost of revenues</u>	<u>—</u>	<u>78,230</u>	<u>1,718,014</u>	<u>(39,322)</u>	<u>1,756,922</u>	
<u>Selling, general and administrative</u>	<u>1,476</u>	<u>25,031</u>	<u>716,914</u>	<u>(21,254)</u>	<u>722,167</u>	
<u>Total operating expenses</u>	<u>1,476</u>	<u>103,261</u>	<u>2,434,928</u>	<u>(60,576)</u>	<u>2,479,089</u>	
<u>Other income (expense), net</u>	<u>408,496</u>	<u>38,689</u>	<u>57,018</u>	<u>(487,784)</u>	<u>16,419</u>	
<u>Interest expense on external borrowings</u>	<u>—</u>	<u>(86,904)</u>	<u>(147)</u>	<u>—</u>	<u>(87,051)</u>	
<u>Income from continuing operations before income taxes (benefit)</u>	<u>407,020</u>	<u>37,012</u>	<u>588,912</u>	<u>(487,784)</u>	<u>545,160</u>	
<u>Income taxes (benefit)</u>	<u>(15,489)</u>	<u>7,847</u>	<u>107,546</u>	<u>—</u>	<u>99,904</u>	
<u>Net income from continuing operations</u>	<u>422,509</u>	<u>29,165</u>	<u>481,366</u>	<u>(487,784)</u>	<u>445,256</u>	
<u>Net loss from discontinued operations</u>	<u>—</u>	<u>(22,747)</u>	<u>—</u>	<u>—</u>	<u>(22,747)</u>	
<u>Net income</u>	<u>422,509</u>	<u>6,418</u>	<u>481,366</u>	<u>(487,784)</u>	<u>422,509</u>	
<u>Other comprehensive loss</u>	<u>(6,113)</u>	<u>—</u>	<u>(6,113)</u>	<u>6,113</u>	<u>(6,113)</u>	
<u>Comprehensive income</u>	<u>\$ 416,396</u>	<u>\$ 6,418</u>	<u>\$ 475,253</u>	<u>\$ (481,671)</u>	<u>\$ 416,396</u>	

CONDENSED-					(in 000s)
Year ended April 30, 2018	H&R Block, Inc. (Guarantor)	Block Financial (Issuer)	Other Subsidiaries	Eliminations	Consolidate d H&R Block
Total revenues	\$ —	\$ 192,353	\$ 3,028,576	\$ (60,998)	\$ 3,159,931
Cost of revenues	—	81,746	1,696,719	(38,736)	1,739,729
Selling, general and administrative	—	25,691	664,723	(22,262)	668,152
Total operating expenses	—	107,437	2,361,442	(60,998)	2,407,881
Other income (expense), net	599,202	30,305	36,667	(660,120)	6,054
Interest expense on external borrowings	—	(89,068)	(304)	—	(89,372)
Income from continuing operations before income taxes (benefit)	599,202	26,153	703,497	(660,120)	668,732
Income taxes (benefit)	(13,947)	(5,203)	60,973	—	41,823
Net income from continuing operations	613,149	31,356	642,524	(660,120)	626,909
Net loss from discontinued operations	—	(13,755)	(5)	—	(13,760)
Net income	613,149	17,601	642,519	(660,120)	613,149
Other comprehensive income	996	—	996	(996)	996
Comprehensive income	\$ 614,145	\$ 17,601	\$ 643,515	\$ (661,116)	\$ 614,145

Year ended April 30, 2017	H&R Block, Inc. (Guarantor)	Block Financial (Issuer)	Other Subsidiaries	Eliminations	Consolidate d H&R Block
Total revenues	\$ —	\$ 186,659	\$ 2,877,265	\$ (27,610)	\$ 3,036,314
Cost of revenues	—	71,661	1,580,425	(7,709)	1,644,377
Selling, general and administrative	—	24,201	671,653	(19,901)	675,953
Total operating expenses	—	95,862	2,252,078	(27,610)	2,320,330
Other income (expense), net	399,996	25,361	9,330	(428,433)	6,254
Interest expense on external borrowings	—	(92,263)	(688)	—	(92,951)
Income from continuing operations before income taxes (benefit)	399,996	23,895	633,829	(428,433)	629,287
Income taxes (benefit)	(8,949)	6,472	210,847	—	208,370
Net income from continuing operations	408,945	17,423	422,982	(428,433)	420,917
Net income (loss) from discontinued operations	—	(12,705)	733	—	(11,972)
Net income	408,945	4,718	423,715	(428,433)	408,945
Other comprehensive loss	(4,066)	—	(4,066)	4,066	(4,066)
Comprehensive income	\$ 404,879	\$ 4,718	\$ 419,649	\$ (424,367)	\$ 404,879

Year ended- April 30-	H&R Block, Inc.	Block- Financial	Other	Eliminations	Consolidate d
Total revenues	\$ —	\$ 192,698	\$ 2,868,343	\$ (22,888)	\$ 3,038,153
Cost of revenues	—	102,707	1,588,450	(5,605)	1,685,552
Selling, general and administrative	2,537	30,780	703,375	(17,283)	719,409
Total operating expenses	2,537	133,487	2,291,825	(22,888)	2,404,961
Other income (expense), net	375,136	21,473	(9,965)	(381,395)	5,249
Interest expense on external borrowings	—	(68,531)	(431)	—	(68,962)
Income from continuing operations before income taxes (benefit)	372,599	12,153	566,122	(381,395)	569,479
Income taxes (benefit)	(1,668)	1,411	186,183	—	185,926
Net income from continuing operations	374,267	10,742	379,939	(381,395)	383,553
Net loss from discontinued operations	—	(9,286)	—	—	(9,286)
Net income	374,267	1,456	379,939	(381,395)	374,267
Other comprehensive loss	(12,973)	(8,444)	(12,973)	21,417	(12,973)
Comprehensive income (loss)	\$ 361,294	\$ (6,988)	\$ 366,966	\$ (359,978)	\$ 361,294

CONDENSED CONSOLIDATING-						(in 000s)
As of April-	H&R Block- Inc.	Block- Financial	Other	Eliminations	Consolidate d	
Cash & cash equivalents	\$	—	\$ 4,346	\$ 1,540,598	\$ —	\$ 1,544,944
Cash & cash equivalents—restricted		—	—	118,734	—	118,734
Receivables, net		—	51,562	95,212	—	146,774
Income taxes receivable		2,801	—	12,310	(2,801)	12,310
Prepaid expenses and other current assets		—	1,954	66,997	—	68,951
Total current assets		2,801	57,862	1,833,851	(2,801)	1,891,713
Property and equipment, net		—	467	231,421	—	231,888
Intangible assets, net		—	—	373,981	—	373,981
Goodwill		—	—	507,871	—	507,871
Deferred tax assets and income taxes- receivable		1,400	17,798	14,897	—	34,095
Investments in subsidiaries		2,801,808	—	131,315	(2,933,123)	—
Amounts due from affiliates		—	1,541,954	2,400,938	(3,942,892)	—
Other noncurrent assets		—	50,073	51,328	—	101,401
Total assets	\$	2,806,009	\$ 1,668,154	\$ 5,545,602	\$ (6,878,816)	\$ 3,140,949
Accounts payable and accrued expenses	\$	2,074	\$ 16,628	\$ 233,273	\$ —	\$ 251,975
Accrued salaries, wages and payroll taxes		—	1,161	140,338	—	141,499
Accrued income taxes and reserves for- uncertain tax positions		—	1,060	264,791	(2,801)	263,050
Current portion of long-term debt		—	—	1,026	—	1,026
Deferred revenue and other current- liabilities		—	22,172	163,929	—	186,101
Total current liabilities		2,074	41,021	803,357	(2,801)	843,651
Long-term debt		—	1,490,007	4,602	—	1,494,609
Deferred tax liabilities and reserves for- uncertain tax positions		9,286	4,963	215,181	—	229,430
Deferred revenue and other noncurrent- liabilities		—	848	178,700	—	179,548
Amounts due to affiliates		2,400,938	—	1,541,954	(3,942,892)	—
Total liabilities		2,412,298	1,536,839	2,743,794	(3,945,693)	2,747,238
Stockholders' equity		393,711	131,315	2,801,808	(2,933,123)	393,711
Total liabilities and stockholders' equity	\$	2,806,009	\$ 1,668,154	\$ 5,545,602	\$ (6,878,816)	\$ 3,140,949

CONDENSED CONSOLIDATING

(in 000s)

As of April 30, 2017	2019	H&R Block, Inc. (Guarantor)	Block Financial (Issuer)	Other Subsidiaries	Eliminations	Consolidated H&R Block							
Cash & cash equivalents	\$	—	\$	4,486,410	\$	1,006,845	1,568,041	\$	—	\$	1,011,331	1,571,157	
Cash & cash equivalents - restricted	—	—	—	8,060	98,148	135,577	—	—	—	—	106,208	135,577	
Receivables, net	—	—	—	61,250	35,901	101,525	103,064	—	—	—	162,775	138,965	
Prepaid expenses and other current assets	2,812	—	—	1,695	2,280	63,445	142,160	—	—	—	65,725	146,667	
Total current assets	2,812	—	76,076	41,705	1,948,842	1,269,963	—	—	—	1,993,359	1,346,039		
Property and equipment, net	—	—	—	78	552	263,749	211,540	—	—	—	263,827	212,092	
Intangible assets, net	—	—	—	—	—	409,364	342,493	—	—	—	409,364	342,493	
Goodwill	—	—	—	—	—	491,207	519,937	—	—	—	491,207	519,937	
Deferred tax assets and income taxes receivable	5,587	3,218	30,743	15,953	47,398	122,808	—	—	—	—	83,728	141,979	
Investments in subsidiaries	2,158,234	3,378,009	—	—	113,714	137,733	(2,271,948)	(3,515,742)	—	—	—	—	
Amounts due from affiliates	—	—	1,493,195	1,562,958	2,194,294	2,815,617	(3,687,489)	(4,378,575)	—	—	—	—	
Other noncurrent assets	—	—	51,829	54,976	48,114	35,109	—	—	—	—	99,943	90,085	
Total assets	\$	2,163,824	\$	3,384,039	\$	1,651,924	\$	1,676,144	\$	4,837,803	\$	6,134,079	
Accounts payable and accrued expenses	\$	2,086	2,272	\$	14,218	19,735	\$	200,724	227,518	\$	—	217,028	249,525
Accrued salaries, wages and payroll taxes	—	—	—	851	1,564	183,005	194,963	—	—	—	183,856	196,527	
Accrued income taxes and reserves for uncertain tax positions	—	1,060	—	—	348,199	270,913	—	—	—	—	348,199	271,973	
Current portion of long-term debt	—	—	—	—	—	981	—	—	—	—	981	—	
Deferred revenue and other current liabilities	—	—	—	26,759	21,144	162,457	183,832	—	—	—	189,216	204,976	

Total current liabilities	2,086,272	41,828,43,503	895,366,877,226	—	939,289,923,001
Long-term debt	—	1,487,389,1,492,629	5,628—	—	1,493,017,1,492,629
Deferred tax liabilities and reserves for uncertain tax positions	28,324,24,623	8,037,1,486	122,724,171,797	—	159,085,197,906
Deferred revenue and other noncurrent liabilities	—	953,793	162,656,144,089	—	163,609,144,882
Amounts due to affiliates	2,194,294,2,815,617	—	1,493,195,1,562,958	(3,687,489)(4,378,575)	—
Total liabilities	2,224,704,2,842,512	1,538,207,1,538,411	2,679,569,2,756,070	(3,687,489)(4,378,575)	2,754,994,2,758,418
Stockholders' equity (deficiency)	(60,883)(541,527)	113,714,137,733	2,158,234,3,378,009	(2,271,948)(3,515,742)	(60,883)(541,527)
Total liabilities and stockholders' equity	\$ 2,163,821,3,384,039	\$ 1,651,921,1,676,144	\$ 4,837,803,6,134,079	\$ (5,959,437)(7,894,317)	\$ 2,694,108,3,299,945

<u>As of April</u>	<u>H&R Block, Inc.</u>	<u>Block Financial</u>	<u>Other</u>	<u>Eliminations</u>	<u>Consolidated</u>	
<u>Cash & cash equivalents</u>	\$	<u>—</u>	\$ <u>4,346</u>	\$ <u>1,540,598</u>	\$ <u>—</u>	\$ <u>1,544,944</u>
<u>Cash & cash equivalents - restricted</u>		<u>—</u>	<u>—</u>	<u>118,734</u>	<u>—</u>	<u>118,734</u>
<u>Receivables, net</u>		<u>—</u>	<u>51,562</u>	<u>95,212</u>	<u>—</u>	<u>146,774</u>
<u>Prepaid expenses and other current assets</u>		<u>2,801</u>	<u>1,954</u>	<u>79,307</u>	<u>(2,801)</u>	<u>81,261</u>
<u>Total current assets</u>		<u>2,801</u>	<u>57,862</u>	<u>1,833,851</u>	<u>(2,801)</u>	<u>1,891,713</u>
<u>Property and equipment, net</u>		<u>—</u>	<u>467</u>	<u>231,421</u>	<u>—</u>	<u>231,888</u>
<u>Intangible assets, net</u>		<u>—</u>	<u>—</u>	<u>373,981</u>	<u>—</u>	<u>373,981</u>
<u>Goodwill</u>		<u>—</u>	<u>—</u>	<u>507,871</u>	<u>—</u>	<u>507,871</u>
<u>Deferred tax assets and income taxes receivable</u>		<u>1,400</u>	<u>17,798</u>	<u>14,897</u>	<u>—</u>	<u>34,095</u>
<u>Investments in subsidiaries</u>		<u>2,801,808</u>	<u>—</u>	<u>131,315</u>	<u>(2,933,123)</u>	<u>—</u>
<u>Amounts due from affiliates</u>		<u>—</u>	<u>1,541,954</u>	<u>2,400,938</u>	<u>(3,942,892)</u>	<u>—</u>
<u>Other noncurrent assets</u>		<u>—</u>	<u>50,073</u>	<u>51,328</u>	<u>—</u>	<u>101,401</u>
<u>Total assets</u>	\$	<u>2,806,009</u>	\$ <u>1,668,154</u>	\$ <u>5,545,602</u>	\$ <u>(6,878,816)</u>	\$ <u>3,140,949</u>
<u>Accounts payable and accrued expenses</u>	\$	<u>2,074</u>	\$ <u>16,628</u>	\$ <u>233,273</u>	\$ <u>—</u>	\$ <u>251,975</u>
<u>Accrued salaries, wages and payroll taxes</u>		<u>—</u>	<u>1,161</u>	<u>140,338</u>	<u>—</u>	<u>141,499</u>
<u>Accrued income taxes and reserves for uncertain tax positions</u>		<u>—</u>	<u>1,060</u>	<u>264,791</u>	<u>(2,801)</u>	<u>263,050</u>
<u>Current portion of long-term debt</u>		<u>—</u>	<u>—</u>	<u>1,026</u>	<u>—</u>	<u>1,026</u>
<u>Deferred revenue and other current liabilities</u>		<u>—</u>	<u>22,172</u>	<u>163,929</u>	<u>—</u>	<u>186,101</u>
<u>Total current liabilities</u>		<u>2,074</u>	<u>41,021</u>	<u>803,357</u>	<u>(2,801)</u>	<u>843,651</u>
<u>Long-term debt</u>		<u>—</u>	<u>1,490,007</u>	<u>4,602</u>	<u>—</u>	<u>1,494,609</u>
<u>Deferred tax liabilities and reserves for uncertain tax positions</u>		<u>9,286</u>	<u>4,963</u>	<u>215,181</u>	<u>—</u>	<u>229,430</u>
<u>Deferred revenue and other noncurrent liabilities</u>		<u>—</u>	<u>848</u>	<u>178,700</u>	<u>—</u>	<u>179,548</u>
<u>Amounts due to affiliates</u>		<u>2,400,938</u>	<u>—</u>	<u>1,541,954</u>	<u>(3,942,892)</u>	<u>—</u>
<u>Total liabilities</u>		<u>2,412,298</u>	<u>1,536,839</u>	<u>2,743,794</u>	<u>(3,945,693)</u>	<u>2,747,238</u>
<u>Stockholders' equity</u>		<u>393,711</u>	<u>131,315</u>	<u>2,801,808</u>	<u>(2,933,123)</u>	<u>393,711</u>
<u>Total liabilities and stockholders' equity</u>	\$	<u>2,806,009</u>	\$ <u>1,668,154</u>	\$ <u>5,545,602</u>	\$ <u>(6,878,816)</u>	\$ <u>3,140,949</u>

CONDENSED CONSOLIDATING						(in 000s)
<u>Year ended</u> <u>April 30</u>	<u>H&R Block,</u> <u>Inc</u>	<u>Block</u> <u>Financial</u>	<u>Other</u>	<u>Eliminations</u>	<u>Consolidate</u> <u>d</u>	
<u>Net cash provided by operating activities:</u>	\$	<u>—</u>	\$ <u>9,515</u>	\$ <u>597,023</u>	\$ <u>—</u>	\$ <u>606,538</u>
<u>Cash flows</u>						
<u>Capital expenditures</u>		<u>—</u>	<u>(334)</u>	<u>(95,156)</u>	<u>—</u>	<u>(95,490)</u>
<u>Payments for business acquisitions, net of cash acquired</u>		<u>—</u>	<u>—</u>	<u>(43,637)</u>	<u>—</u>	<u>(43,637)</u>
<u>Franchise loans funded</u>		<u>—</u>	<u>(19,128)</u>	<u>(794)</u>	<u>—</u>	<u>(19,922)</u>
<u>Payments received on franchise loans</u>		<u>—</u>	<u>32,213</u>	<u>458</u>	<u>—</u>	<u>32,671</u>
<u>Intercompany borrowings (payments)</u>		<u>—</u>	<u>(23,197)</u>	<u>(392,841)</u>	<u>416,038</u>	<u>—</u>
<u>Other, net</u>		<u>—</u>	<u>1,362</u>	<u>(30,115)</u>	<u>—</u>	<u>(28,753)</u>
<u>Net cash used in investing activities</u>		<u>—</u>	<u>(9,084)</u>	<u>(562,085)</u>	<u>416,038</u>	<u>(155,131)</u>
<u>Cash flows</u>						
<u>Repayments of line of credit borrowings</u>		<u>—</u>	<u>(720,000)</u>	<u>—</u>	<u>—</u>	<u>(720,000)</u>
<u>Proceeds from line of credit borrowings</u>		<u>—</u>	<u>720,000</u>	<u>—</u>	<u>—</u>	<u>720,000</u>
<u>Dividends paid</u>		<u>(205,461)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(205,461)</u>
<u>Repurchase of common stock, including shares surrendered</u>		<u>(189,912)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(189,912)</u>
<u>Proceeds from exercise of stock options</u>		<u>2,532</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>2,532</u>
<u>Intercompany borrowings (payments)</u>		<u>392,841</u>	<u>—</u>	<u>23,197</u>	<u>(416,038)</u>	<u>—</u>
<u>Other, net</u>		<u>—</u>	<u>(668)</u>	<u>(10,186)</u>	<u>—</u>	<u>(10,854)</u>
<u>Net cash provided by (used in) financing activities</u>		<u>—</u>	<u>(668)</u>	<u>13,011</u>	<u>(416,038)</u>	<u>(403,695)</u>
<u>Effects of exchange rate changes on cash</u>		<u>—</u>	<u>—</u>	<u>(3,663)</u>	<u>—</u>	<u>(3,663)</u>
<u>Net increase (decrease) in cash, cash equivalents and restricted cash</u>		<u>—</u>	<u>(237)</u>	<u>44,286</u>	<u>—</u>	<u>44,049</u>
<u>Cash, cash equivalents and restricted cash, beginning of the year</u>		<u>—</u>	<u>4,346</u>	<u>1,659,332</u>	<u>—</u>	<u>1,663,678</u>
<u>Cash, cash equivalents and restricted cash, end of the year</u>	\$	<u>—</u>	\$ <u>4,109</u>	\$ <u>1,703,618</u>	\$ <u>—</u>	\$ <u>1,707,727</u>

CONDENSED-

(in 000s)

Year ended April 30, 2018	H&R Block, Inc. (Guarantor)	Block Financial (Issuer)	Other Subsidiaries	Eliminations		Consolidate d H&R Block
Net cash provided by operating activities:		\$ —	\$ 13,333	\$ 836,670	\$ —	\$ 850,003
Cash flows from investing:						
Capital expenditures		—	(506)	(98,077)	—	(98,583)
Payments for business acquisitions, net of cash acquired		—	—	(42,539)	—	(42,539)
Franchise loans funded		—	(21,890)	(430)	—	(22,320)
Payments received on franchise loans		—	39,263	705	—	39,968
Intercompany borrowings (payments)		—	(38,899)	(181,276)	220,175	—
Other, net		—	1,161	10,256	—	11,417
Net cash used in investing activities		—	(20,871)	(311,361)	220,175	(112,057)
Cash flows from financing:						
Repayments of line of credit borrowings		—	(830,000)	—	—	(830,000)
Proceeds from line of credit borrowings		—	830,000	—	—	830,000
Dividends paid		(200,469)	—	—	—	(200,469)
Repurchase of common stock, including shares surrendered		(9,147)	—	—	—	(9,147)
Proceeds from exercise of stock options		28,340	—	—	—	28,340
Intercompany borrowings (payments)		181,276	—	38,899	(220,175)	—
Other, net		—	(662)	(8,726)	—	(9,388)
Net cash provided by (used in) financing activities		—	(662)	30,173	(220,175)	(190,664)
Effects of exchange rate changes on cash		—	—	(1,143)	—	(1,143)
Net increase (decrease) in cash, cash equivalents and restricted cash		—	(8,200)	554,339	—	546,139
Cash, cash equivalents and restricted cash -		—	12,546	1,104,993	—	1,117,539

beginning of the year									
Cash, cash equivalents and restricted cash - end of the year	\$	—	\$	4,346	\$ 1,659,332	\$	—	\$	1,663,678

Year ended April 30, 2017	H&R Block, Inc. (Guarantor)	Block Financial (Issuer)	Other Subsidiaries	Eliminations		Consolidate d H&R Block
Net cash provided by (used in) operating activities:		\$ —	\$ (66,499)	\$ 618,696	\$ —	\$ 552,197
Cash flows from investing:						
Sales, maturities and payments received on AFS securities		—	144	1,000	—	1,144
Principal payments and sales of mortgage loans and real estate owned, net		—	207,174	—	—	207,174
Capital expenditures		—	(32)	(89,223)	—	(89,255)
Payments for business acquisitions, net of cash acquired		—	—	(54,816)	—	(54,816)
Franchise loans funded		—	(34,136)	(337)	—	(34,473)
Payments received on franchise loans		—	61,102	335	—	61,437
Intercompany borrowings (payments)		—	(194,782)	(507,594)	702,376	—
Other, net		—	1,546	1,690	6,562	7,562
Net cash provided by (used in) investing activities		—	41,016	(644,073)	702,376	99,319
Cash flows from financing:						
Repayments of line of credit borrowings		—	(1,700,000)	—	—	(1,700,000)
Proceeds from line of credit borrowings		—	1,700,000	—	—	1,700,000
Dividends paid		(187,115)	—	—	—	(187,115)
Repurchase of common stock, including shares surrendered		(322,850)	—	—	—	(322,850)
Proceeds from exercise of stock options		2,371	—	—	—	2,371
Intercompany borrowings (payments)		507,594	—	194,782	(702,376)	—
Other, net		—	—	(22,830)	—	(22,830)
Net cash provided by (used in) financing activities		—	—	171,952	(702,376)	(530,424)
Effects of exchange rate changes on cash		—	—	(4,464)	—	(4,464)
Net increase (decrease) in cash, cash equivalents		—	(25,483)	142,111	—	116,628

and restricted cash

Cash, cash equivalents and restricted cash - beginning of the year	—	38,029	962,882	—	1,000,911
Cash, cash equivalents and restricted cash - end of the year	\$ —	\$ 12,546	\$ 1,104,993	\$ —	\$ 1,117,539

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Year ended- April 30-	H&R Block, Inc.	Block- Financial	Other	Eliminations	Consolidate d
Net cash provided by (used in) operating activities:	\$ —	\$ (71,783)	\$ 616,336	\$ —	\$ 544,553
Cash flows-					
Sales, maturities and payments received on AFS securities	—	430,460	6,011	—	436,471
Principal payments and sales of mortgage loans and real estate owned, net	—	38,481	—	—	38,481
Capital expenditures	—	(21)	(99,902)	—	(99,923)
Payments for business acquisitions, net of cash acquired	—	—	(88,776)	—	(88,776)
Franchise loans funded	—	(22,479)	(341)	—	(22,820)
Payments received on franchise loans	—	54,613	394	—	55,007
Intercompany borrowings (payments)	—	(1,147,985)	(2,197,954)	3,345,939	—
Other, net	—	2,192	8,883	—	11,075
Net cash provided by (used in) investing activities	—	(644,739)	(2,371,685)	3,345,939	329,515
Cash flows-					
Repayments of short term borrowings	—	(1,465,000)	—	—	(1,465,000)
Proceeds from short term borrowings	—	1,465,000	—	—	1,465,000
Proceeds from long term debt	—	996,831	—	—	996,831
Transfer of HRB Bank deposits	—	(419,028)	—	—	(419,028)
Customer banking deposits, net	—	(327,145)	—	440	(326,705)
Dividends paid	(201,688)	—	—	—	(201,688)
Repurchase of common stock, including shares surrendered	(2,018,338)	—	—	—	(2,018,338)
Proceeds from exercise of stock options	25,775	—	—	—	25,775
Intercompany borrowings (payments)	2,197,954	—	1,147,985	(3,345,939)	—
Other, net	(3,703)	(19,282)	4,409	—	(18,576)
Net cash provided by (used in) financing activities	—	231,376	1,152,394	(3,345,499)	(1,961,729)
Effects of exchange rate changes on cash	—	—	(10,590)	—	(10,590)
Net decrease in cash, cash equivalents and restricted cash	—	(485,146)	(613,545)	440	(1,098,251)
Cash, cash equivalents and restricted cash—beginning of the year	—	523,175	1,576,427	(440)	2,099,162
Cash, cash equivalents and restricted cash—end of the year	\$ —	\$ 38,029	\$ 962,882	\$ —	\$ 1,000,911

The Company's external auditors that audited the consolidated financial statements included in Item 8, Deloitte & Touche LLP, a public accounting firm, have issued an audit report on the effectiveness of the Company's internal control over financial reporting. The beginning of Item 8.

(c) CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING – During the quarter ended April 30, ~~2018~~[2019](#), there were no changes affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

LIST OF FRANCHISEES AND CERTAIN FORMER FRANCHISEES

This Exhibit E consists of the following two lists:

- 1) All franchisee locations, including your state; and
- 2) Names and last known home addresses and telephone numbers of franchisees who have ceased doing business under a Franchise License Agreement within the most recently completed Fiscal Year or who have not communicated with us within ten weeks of the issue date.

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
VICTOR	BEHLING	HUBRIS INC	THE CARIBOU BUILDING, 3550 AIRPORT WAY STE 1	FAIRBANKS	AK	99709	907-479-3196
JOYCE	KANOFF	KANOFF TAX SERVICES LLC	9105 MENDENHALL MALL RD, STE 357	JUNEAU	AK	99801	~~907-523-2712~~ 833-862-5217
JOYCE	KANOFF		25 JEFFERSON WAY, STE 101	KETCHIKAN	AK	99901	~~907-220-9381~~ 833-862-5215
MICHAEL	YANCEY		224 N CARLISLE ST	ALBERTVILLE	AL	35950	256-878-6418
MICHAEL	YANCEY		8608 US HWY 431	ALBERTVILLE	AL	35950	256-878-7200
STEVEN	PRESLEY	CITY ACCTG & BKKPS INC	751 CHEROKEE RD, PO BOX 1975	ALEXANDER CITY	AL	35011	256-392-4550
JAMES	MOORE		218 BROAD ST	ALICEVILLE	AL	35442	205-373-2246
SHANNON B	THOMAS	THOMAS ACCT & TAX SER LLC	1812 WILMER AVE, STE A	ANNISTON	AL	36201	256-238-1616
KAREN	HAMMOCK		25 TYSON RD	ASHLAND	AL	36251	256-354-3862
WES	BROWN, JR	BROWN ~~AND~~ & BROWN ACCOUNTANACCTS.	214 S MARION ST	ATHENS	AL	35611	256-232-5677
JACQUALINE	DARBY		108 N MAIN ST	ATMORE	AL	36502	251-368-2666
MICHEAL	MC DANIEL	EAST BAY GROUP, INC	208 E 2ND ST, STE 2	BAY MINETTE	AL	36507	251-580-4107
BOB	BROGDON	USA TX SERVICES LL	1408 4TH AVE	BESSEMER	AL	35020	205-424-4044
CHARLENE	QUINN		68644 MAIN ST	BLOUNTSVILLE	AL	35031	205-429-2494
MICHAEL	YANCEY		427 HWY 431	BOAZ	AL	35957	256-593-8550
MADALYN	MILLER	MILLER TAX LLC	123 E CHURCH ST	BUTLER	AL	36904	205-459-4397
CHRISTOPHE	JOHNSON	U. J. TAX LLC	1460 W MAIN ST STE H	CENTRE	AL	35960	256-927-8101
VEDA	CARTER		68 MAIN ST	COLLINSVILLE	AL	35961	256-524-2345
DONNA	HEATON		14576 ALABAMA HWY 68	CROSSVILLE	AL	35962	256-528-7878
PHYLLIS	BURTON	BURTON & POSEY	238 S BROADNAX ST	DADEVILLE	AL	36853	256-825-4931
MICHEAL	MC DANIEL	EAST BAY GROUP, INC	28841 HWY 98 STE C	DAPHNE	AL	36526	251-625-1225
VICKIE	CANNON	ROCK WATER INVESTMENTS IN	207 N STRAWBERRY AVE	DEMOPOLIS	AL	36732	334-289-1141
MICHEAL	MC DANIEL	EAST BAY GROUP, INC	114 N MAIN ST	ENTERPRISE	AL	36330	334-347-2200
ROOSVELT	SIMIL	GRIPPER-SIMIL ENT INC	1560 S EUFAULA AVE, STE 9	EUFAULA	AL	36027	334-687-6539
MICHEAL	MC DANIEL	EAST BAY GROUP, INC	903 FAIRHOPE AVE, 88 PLANTATION POINT	FAIRHOPE	AL	36532	251-929-1958
JAMES	MOORE		3401 HWY 171 N	FAYETTE	AL	35555	205-932-4433
MICHEAL	MC DANIEL	EAST BAY GROUP, INC	205 W 9TH AVE	FOLEY	AL	36535	251-943-9190
MICHEAL	MC DANIEL		1111 N MCKENZIE, STE A	FOLEY	AL	36535	251-943-4474
CHRISTOPHE	JOHNSON	U. J. TAX LLC	1702 GAULT AVE N STE 100	FORT PAYNE	AL	35967	256-845-4091
KIMBERLY	KENNAMER SMITH		5614 MAIN ST	GRANT	AL	35747	256-728-2511
LORI	MILTON		104 CHURCH ST	GREENVILLE	AL	36037	334-382-8670
MICHEAL	MC DANIEL		200 W FORT MORGAN RD	GULF SHORES	AL	36542	251-948-8988
MICHAEL	YANCEY		12844 C US HWY 431	GUNTERSVILLE	AL	35976	256-582-3305
DONNA	COLLINS		1509 11TH AVE	HALEYVILLE	AL	35565	205-485-1040
DONNA	COLLINS		1500 MILITARY ST	HAMILTON	AL	35570	205-921-3311
~~RONALD~~	~~CHILDRESS~~	~~CHILDRESS ACCOUNTING LLC~~	~~2417 MASTIN LAKE RD~~	~~HUNTSVILLE~~	~~AL~~	~~35810~~	~~256-859-5412~~
MICHEAL	MC DANIEL	EAST BAY GROUP, INC	PINE CITY CENTER, 1906 COLLEGE AVE	JACKSON	AL	36545	251-246-6580
FAYE	PORTER		110 W COATS AVE	LINDEN	AL	36748	334-295-4397
TONY	CHANCELOR	CHANCELOR TAX INC	107 HOSPITAL DR	LIVINGSTON	AL	35470	205-575-5008
~~MICHEAL~~	~~MC DANIEL~~		~~2127 HICKORY ST, STE E~~	~~LOXLEY~~	~~AL~~	~~36551~~	~~251-964-6128~~
LONNY	SHOUP		146 E 4TH ST	LUVERNE	AL	36049	334-335-3323
CHARLENE	QUINN		1801-A 2ND AVE E	ONEONTA	AL	35121	205-625-4553
JAMES	PENTECOST		703 E 278 BYPASS, STE A	PIEDMONT	AL	36272	256-447-8471
CHRISTOPHE	JOHNSON		84 E MAIN ST	RAINSVILLE	AL	35986	256-638-2235

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JAMES	MOORE		219 FIRST ST S	REFORM	AL	35481	205-375-2482
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	993 MAIN ST	ROANOKE	AL	36274	334-863-4140
MICHEAL	MC DANIEL		18440 LILLIAN DR, STE D	ROBERTSDALE	AL	36567	251-947-8801
~~JAMES~~	~~MOORE~~		~~JACKSON SQUARE SHOPPING CENTER, 1507 S BROAD ST~~	~~SCOTTSBORO~~	~~AL~~	~~35768~~	~~256-574-6036~~
CHARLENE	QUINN		6290 US HWY 11	SPRINGVILLE	AL	35146	205-467-7501
DONNA	STEWART		42930 US HWY 72	STEVENSON	AL	35772	256-437-9595
GEORGE	TRUSSELL	TRUSSELL ENTERPRISES LLC	205 BARNETT BLVD	TALLASSEE	AL	36078	334-283-5648
MICHEAL	MC DANIEL		33196 HWY 43	THOMASVILLE	AL	36784	334-636-1015
GEORGE	TRUSSELL	TRUSSELL ENTERPRISES LLC	112 W OAK ST	TUSKEGEE	AL	36083	334-727-6099
KAREN	HAMMOCK		21 MAIN ST	WEDOWEE	AL	36278	256-357-2290
DONALD	MOORE		636 HWY 43 S STE 1	WINFIELD	AL	35594	205-487-2085
DONNA	STRICKLAND		27471 HWY 5	WOODSTOCK	AL	35188	205-938-7656
JUSTIN	DAVIDSON		641 HWY 71 N, STE 104	ALMA	AR	72921	479-632-3660
PATRICK	TAFT	PST TAX INC	112 WP MALONE DR, STE F	ARKADELPHIA	AR	71923	870-246-5131
DIANNE	WREN	D. WREN, INC.	951 S LOCUST	ASHDOWN	AR	71822	870-898-5907
CHARLES	ARNOLD	CHARLES ARNOLD ENTPR INC.	1235 E MAIN	BATESVILLE	AR	72501	870-793-2531
THOMAS	GRAGG	THOMAS GRAGG ENTERP INC	2800 BELLA VISTA WAY	BELLA VISTA	AR	72714	479-855-0722
LINDA	BRANCH	BRANCH ENT OF SPRGDLE INC	SHOPS AT THE FORUM, 1400 SE WALTON BLVD STE 36	BENTONVILLE	AR	72712	479-464-7515
LINDA	BRANCH		CROSSROADS PLAZA, 1401 S WALTON BLVD STE 3	BENTONVILLE	AR	72712	479-273-3434
LYNN	MC CULLOUGH		410 NELSON DR, HWY 62 E	BERRYVILLE	AR	72616	870-423-3376
SCOTT	RICHARDS	SAR ENTERPRISES LLC	909 E MAIN ST	BLYTHEVILLE	AR	72315	870-763-6453
HEATH	PRIMM		201 N MAIN ST	BONO	AR	72416	870-932-7486
ROBERT	REMY		67 W MAIN	BOONEVILLE	AR	72927	479-675-4740
JOSEPH	BARBER	BROKENTOGETHER INC	307 W THIRD ST	BRINKLEY	AR	72021	870-734-4311
MICHAEL	NICHOLS	RICHARDSON AND NICHOLS	315 E MAIN ST	CABOT	AR	72023	501-843-6781
~~PATRICK~~	~~TAFT~~		~~923 W WASHINGTON ST~~	~~CAMDEN~~	~~AR~~	~~71701~~	~~870-836-6600~~
PATRICK	TAFT		239 GARDEN OAKS DR SW	CAMDEN	AR	71701	870-836-2711
LINDA	BRANCH		1170 E CENTERTON BLVD	CENTERTON	AR	72719	479-795-1555
RANDY	BOWMAN	BOWMAN & BOWMAN, INC.	1152 S ROGERS	CLARKSVILLE	AR	72830	479-754-3880
PATRICK	TAFT		2105 HWY 65 S	CLINTON	AR	72031	501-745-7040
PATRICK	TAFT		855 E OAK, STE B	CONWAY	AR	72032	501-327-0565
PATRICK	TAFT		2915 DAVE WARD DR, STE 3	CONWAY	AR	72034	501-932-3120
PATRICK	TAFT		821 HOGAN LN	CONWAY	AR	72034	501-327-2570
SCOTT	RICHARDS	SAR ENTERPRISES LLC	301 N MISSOURI, STE 17	CORNING	AR	72422	870-857-1166
BRENDA	WILLIAMS	BRENDA WILLIAMS INC	1308 MAIN ST	CROSSETT	AR	71635	870-364-8416
JUSTIN	DAVIDSON		308 MAIN ST	DANVILLE	AR	72833	479-495-7188
JUSTIN	DAVIDSON		614 UNION ST STE 4	DARDANELLE	AR	72834	479-229-0330
~~SHEILA~~	~~BUTLER~~	~~S. CHANDLER, INC.~~	~~152 HWY 71 N~~	~~DE QUEEN~~	~~AR~~	~~71832~~	~~870-642-2200~~
AMELIA	BONEY	AMELIA BONEY CORPORATION	395 HWY 65 S	DUMAS	AR	71639	870-382-4098
PATRICK	TAFT	PST TAX INC	1803 N WEST AVE STE A	EL DORADO	AR	71730	870-875-1915
~~PATRICK~~	~~TAFT~~		~~512 N WASHINGTON AVE~~	~~EL DORADO~~	~~AR~~	~~71730~~	~~870-863-7191~~
PATRICK	TAFT		1906 W HILLSBORO RD	EL DORADO	AR	71730	870-863-9237
LYNN	MC CULLOUGH		3022 E VAN BUREN, STE K	EUREKA SPRINGS	AR	72632	479-253-2438
WILLIAM	MC COLLOUGH	WCM TAX SERVICE LLC	3015 N COLLEGE AVE	FAYETTEVILLE	AR	72703	479-521-1753
WILLIAM	MC COLLOUGH		CROSSROADS PLAZA SHPG CENTER, 1806 N CROSSOVER	FAYETTEVILLE	AR	72701	479-527-0977
WILLIAM	MC COLLOUGH		1061 E JOYCE BLVD, 3	FAYETTEVILLE	AR	72702	479-443-4064
WILLIAM	MC COLLOUGH		SIXTH STREET SHOPS, 3049 W 6TH STE 7	FAYETTEVILLE	AR	72701	479-582-5509

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
MARSELLA	NORELL		500 MAIN ST	FLIPPIN	AR	72634	870-453-6300
TERESA	WILLIAMS		1017 W FOURTH ST	FORDYCE	AR	71742	870-352-7207
DIANNE	WREN		706 TRACY LAWRENCE AVE	FOREMAN	AR	71836	870-542-5431
PHYLLIS	FOWLER	FITS LLC	1128 N WASHINGTON	FORREST CITY	AR	72335	870-630-3229
~~CHAD~~ <u>K</u> ~~PATRIC~~ <u>K</u>	~~STAPLES~~ <u>TAFT</u>	~~C&A LI,~~ <u>PST TAX</u> INC	8616 ROGERS AVE	FORT SMITH	AR	72903	479-452-2410
~~CHAD~~ <u>K</u> ~~PATRIC~~ <u>K</u>	~~STAPLES~~ <u>TAFT</u>		3911 N O ST	FORT SMITH	AR	72904	479-783-0751
~~CHAD~~ <u>K</u> ~~PATRIC~~ <u>K</u>	~~STAPLES~~ <u>TAFT</u>		2500 S ZERO ST	FORT SMITH	AR	72901	479-646-2022
~~CHAD~~	~~STAPLES~~	~~C&A LI, INC~~	~~3905 N O ST~~	~~FORT SMITH~~	~~AR~~	~~72904~~	~~479-782-8878~~
BETTY	PENNINGTON	PENNINGTON BUS SRVS, INC	320 N 1ST ST	GLENWOOD	AR	71943	870-356-4520
LYNN	MC CULLOUGH		211 SECOND ST	GREEN FOREST	AR	72638	870-438-6422
PATRICK	TAFT	PST TAX INC	155 S BROADVIEW	GREENBRIER	AR	72058	501-679-6388
~~CHAD~~ <u>K</u> ~~PATRIC~~ <u>K</u>	~~STAPLES~~ <u>TAFT</u>	~~C&A LI,~~ <u>PST TAX</u> INC	1435 W CENTER ST, STE D	GREENWOOD	AR	72936	479-996-6388
SHANN	CARPENTER		106 N MULBERRY ST	HAMBURG	AR	71646	870-853-2409
HEATH	PRIMM		1104 N ILLINOIS, STE C	HARRISBURG	AR	72432	870-578-2571
DARRON	MCCULLOUGH	CAPITAL INVEST SOL INC	1300 HWY 62 65 N	HARRISON	AR	72601	870-741-2409
GAIL	ROSE	MAKAR, INC.	815 S 7TH ST	HEBER SPRINGS	AR	72543	501-362-2450
PATRICK	TAFT	PST TAX INC	1932 HWY 62-412	HIGHLAND	AR	72542	870-856-2683
PATRICK	TAFT		910 N HERVEY	HOPE	AR	71801	870-777-5416
RANDY	BOWMAN	BOWMAN & DAVIS ENT INC	~~3023 CENTRAL AVE~~ <u>700 ALBERT PIKE</u>	HOT SPRINGS	AR	~~71913~~ <u>1901</u>	~~501-623-1040~~ <u>525</u>
RANDY	BOWMAN		3648 N HWY 7 STE A	HOT SPRINGS	AR	71909	501-627-0592
RANDY	BOWMAN		3023 CENTRAL AVE, STE TP	HOT SPRINGS	AR	71913	501-623-1040
RANDY	BOWMAN		700 ALBERT PIKE	HOT SPRINGS NATIONAL	AR	71913	501-623-5525
LYNN	MC CULLOUGH		246 CURTIS HUTCHINS WAY, STE B	HUNTSVILLE	AR	72740	479-738-2737
HEATH	PRIMM	PRIMM ENTERPRISES INC	500 W MONROE	JONESBORO	AR	72401	870-935-4372
HEATH	PRIMM		2001 E NETTLETON AVE, STE B	JONESBORO	AR	72401	870-972-0219
HEATH	PRIMM		528 SW DR	JONESBORO	AR	72401	870-932-2065
HEATH	PRIMM		115 COBEAN	LAKE CITY	AR	72437	870-237-4434
RODNEY	NALL		608 S HWY 65 82	LAKE VILLAGE	AR	71653	870-265-4044
DEBORAH	BOOKER		303 N FREDRICK	MAGNOLIA	AR	71753	870-234-6656
~~CHAD~~ <u>K</u> ~~PATRIC~~ <u>K</u>	~~STAPLES~~ <u>TAFT</u>	~~VB INVESTMENTS~~	1721 ~~MLK~~ <u>MARTIN LUTHER KING</u> BLVD, STE Q	MALVERN	AR	72104	501-332-5507
SCOTT	RICHARDS		701 W STATE HWY 18	MANILA	AR	72442	870-561-4030
SCOTT	RICHARDS		210 LIBERTY ST	MARKED TREE	AR	72365	870-358-2002
PATRICK	TAFT	PST TAX INC	911 HWY 65 N	MARSHALL	AR	72650	870-448-3031
RODNEY	NALL		300 N FIRST	MCGEHEE	AR	71654	870-222-6390
GARILYN	GREEN		1357 E MAIN, THE OLIVER BLDG ROOM 103	MELBOURNE	AR	72556	870-368-3252
DON	HARRIS		703-H HWY 71N	MENA	AR	71953	479-394-2144
AMANDA	NALL		~~4205~~ <u>14</u> W GAINES, ~~STE 2~~	MONTICELLO	AR	71655	870-367-5042
KARISSA	YARBER	EJB TAX SOLUTIONS INC	700 E HARDING	MORRILTON	AR	72110	501-354-4477
~~PATRICK~~	~~TAFT~~		~~101 N ST JOSEPH ST~~	~~MORRILTON~~	~~AR~~	~~72110~~	~~501-354-4626~~
MARSELLA	NORELL	L & M ASSOCIATES INC	830 HWY 201 N	MOUNTAIN HOME	AR	72653	870-425-6422
MARSELLA	NORELL		40 PLAZA WAY, STE 340	MOUNTAIN HOME	AR	72653	870-492-7000
MARSELLA	NORELL		105 S COLLEGE ST	MOUNTAIN HOME	AR	72653	870-425-5600

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
GARILYN	GREEN	PARGREEN INC.	1116 E MAIN ST	MOUNTAIN VIEW	AR	72560	870-269-3320
~~WENDI~~ ANNAH	~~JOHNSON~~ RAY	~~ARTAX OF MS, LLC~~	111 S MAIN	NASHVILLE	AR	71852	870-845-3141
JANICE	GRAY		2111 MALCOLM, STE 223	NEWPORT	AR	72112	870-523-3523
SCOTT	RICHARDS		2981 W KEISER	OSCEOLA	AR	72370	870-563-5710
RANDY	BOWMAN	BOWMAN & BOWMAN, INC.	105 S 7TH ST	OZARK	AR	72949	479-667-4576
TINA	SNEED	TR SNEED HOLDINGS INC	1101 W MORGAN ST, STE 4	PARAGOULD	AR	72450	870-239-4329
VICTORIA	KACZMAREK		312 E WALNUT	PARIS	AR	72855	479-963-6664
KARISSA	YARBER		506B N FOURCHE AVE	PERRYVILLE	AR	72126	501-889-5879
SCOTT	RICHARDS		165 N THIRD	PIGGOTT	AR	72454	870-598-0511
DEBORAH	GILMORE	DAG ENTERPRISES INC	1512-C HWY 67 S	POCAHONTAS	AR	72455	870-892-4251
BRENDA	WILLIAMS	BRENDA WILLIAMS INC	122 W 2ND ST S	PRESCOTT	AR	71857	870-887-3691
LINDA	BRANCH		100 N DIXIELAND RD, STE F1	ROGERS	AR	72756	479-636-5532
LINDA	BRANCH		~~1519~~ <u>2001</u> W ~~WALNUT~~ <u>PLEASANT GROVE RD</u> , STE ~~B2~~	ROGERS	AR	~~72756~~ <u>72758</u>	479-636-0410
RANDY	BOWMAN	BOWMAN & DAVIS ENT INC	720 E 4TH ST	RUSSELLVILLE	AR	72801	479-968-5383
PATRICK	TAFT		~~SYKVUE~~ <u>SKYVUE</u> SHOPPING CENTER, 698 HWY 62 W STE 3	SALEM	AR	72576	870-895-3925
JANICE	GRAY		2710 E RACE	SEARCY	AR	72143	501-268-3575
JANICE	GRAY		2217 W BEEBE CAPPS	SEARCY	AR	72143	501-305-4720
JANICE	GRAY		302 N CYPERT	SEARCY	AR	72143	501-268-2497
WILLIAM	MC COLLOUGH	WCM TAX SERVICE LLC	2075 E MAIN ST STE C	SILOAM SPRINGS	AR	72761	479-524-9443
LINDA	BRANCH	BRANCH ENT OF SPRGDLE INC	208 S THOMPSON	SPRINGDALE	AR	72764	479-751-5600
LINDA	BRANCH		~~SIGNATURE SQUARE, 1301 E ROBINSON AVE STE-2-B92~~ <u>111 S OLD MISSOURI RD, STE D</u>	SPRINGDALE	AR	72764	479-927-0424
LINDA	BRANCH		4093 W SUNSET, STE 105	SPRINGDALE	AR	72762	479-927-2967
LINDA	BRANCH		THE SHOPPES AT HAR-BER LAKES, 7058 W SUNSET AVE STE 5	SPRINGDALE	AR	72762	479-750-1048
DEBORAH	BOOKER		227 MAIN ST	STAMPS	AR	71860	870-533-4040
AMANDA	NALL		610 S LINCOLN	STAR CITY	AR	71667	870-628-1460
SCOTT	RICHARDS		333 HWY 463 N	TRUMANN	AR	72472	870-483-7561
~~CHAD~~ PATRIC K	~~STAPLES~~ TAFT	~~VB INVESTMENTS~~	2105 D FAYETTEVILLE RD	VAN BUREN	AR	72956	479-474-8862
~~CHAD~~ PATRIC K	~~STAPLES~~ TAFT	~~VB INVESTMENTS~~	141 N HWY 71 BYPASS	WALDRON	AR	72958	479-637-3151
DEBORAH	GILMORE	DAG ENTERPRISES INC	320 NW 4TH ST	WALNUT RIDGE	AR	72476	870-886-5790
DAVID	CLANTON	CLANTON TAX & ACCT, LLC	409 N MAIN ST	WARREN	AR	71671	870-226-3812
JOSEPH	BARBER	BROKENTOGETHER INC	344 N SEBASTIAN ST	WEST HELENA	AR	72390	870-572-9351
SCOTT	RICHARDS	SAR ENTERPRISES LLC	601 N FALLS BLVD	WYNNE	AR	72396	870-238-9354
DARRON	MCCULLOUGH		105 N BERRY	YELLVILLE	AR	72687	870-449-4888
DOUG	SALAWAY		ANTHEM EASTSIDE SHOPS, 3668 W ANTHEM WAY STE C-178	ANTHEM	AZ	85086	623-465-1455
RUTH	KIRCHER	RK KIRCHER BUS SERV INC	995 W 4TH ST, STE F	BENSON	AZ	85602	520-586-3030
CHARLES	KIRCHER	CD KIRCHER BUS SERV INC	101 NACO HWY	BISBEE	AZ	85603	520-432-5325
LINDA	JORDAN	WYNNEWOOD GROUP, INC.	2840 HWY 95 STE 404	BULLHEAD CITY	AZ	86442	928-763-3400
DOUG	SALAWAY		36889 N TOM DARLINGTON DR	CAREFREE	AZ	85377	480-488-3799
DOUG	SALAWAY		TATUM AND CAVE CREEK, 29834 N CAVE CREEK RD	CAVE CREEK	AZ	85331	480-419-4360
RODNEY	TAKUMI	RK TAX SERVICES, INC.	TSEYI SHOPPING CTR, STATE HWY 191	CHINLE	AZ	86503	928-674-3102

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
VICKI	KELSO	B&V FINANCIAL SERV. INC.	675 N CORONADO BLVD	CLIFTON	AZ	85533	877-312-0119
LEONARD	TACKER	TACKER & SONS ENTRP LLC	644 S ARIZONA BLVD	COOLIDGE	AZ	85228	520-723-7753
MICHELLE	FURNESS	L & M SERVICES INC	1407 E STATE RTE 89A	COTTONWOOD	AZ	86326	928-634-8069
RUTH	KIRCHER	RK KIRCHER BUS SERV INC	1352 N SAN ANTONIO	DOUGLAS	AZ	85607	520-364-2185
LEONARD	TACKER	TACKER & SONS ENTRP LLC	406 E 1ST ST	ELOY	AZ	85231	520-466-9309
RODNEY	TAKUMI		2142 N 4TH ST	FLAGSTAFF	AZ	86004	928-526-0070
RODNEY	TAKUMI		2700 S WOODLANDS BLVD, STE 230	FLAGSTAFF	AZ	86001	928-774-4973
RODNEY	TAKUMI	227 TAX SERVICES INC	1500 E CEDAR AVE, STE 12 14 16	FLAGSTAFF	AZ	86004	928-213-0095
RODNEY	TAKUMI		UNIVERSITY PLAZA, 1109 S PLAZA HWY	FLAGSTAFF	AZ	86001	928-913-0243
LINDA	JORDAN		4825 HWY 95 STE 8	FORT MOHAVE	AZ	86426	928-763-3444
DOUG	SALAWAY		16605 E PALISADES BLVD, STE 122	FOUNTAIN HILLS	AZ	85268	480-837-3429
~~FRANK~~	~~CALISE~~		~~1474 N COOPER RD, STE B109~~	~~GILBERT~~	~~AZ~~	~~85233~~	~~480-507-6888~~
~~KATHY~~	~~SMITH~~	~~SANDY POINT FIN'L SER INC~~	~~3659 W HWY 68 STE 3~~	~~GOLDEN VALLEY~~	~~AZ~~	~~86413~~	~~928-565-2004~~
MARVIN	KREIDER	MRKCO, INC.	210 W CONTINENTAL RD, STE 134	GREEN VALLEY	AZ	85622	520-625-8732
VICKI	KELSO	B&V FINANCIAL SERV. INC.	111 E ARIZONA ST	HOLBROOK	AZ	86025	928-524-3540
RODNEY	TAKUMI	RK TAX SERVICES, INC.	KAYENTA SHOPPING CENTER, HWY 160	KAYENTA	AZ	86033	928-697-4780
LINDA	JORDAN	WYNNEWOOD GROUP INC	3145 STOCKTON HILL RD	KINGMAN	AZ	86401	928-753-6677
~~LINDA~~	~~JORDAN~~		~~2017 STOCKTON HILL RD~~	~~KINGMAN~~	~~AZ~~	~~86401~~	~~928-753-6677~~
SALLY ANN	WADE	TRI-CITY TAX SERVICE, INC	55 S LAKE HAVASU AVE UNIT C	LAKE HAVASU CITY	AZ	86403	928-855-4991
VICKI	KELSO	B&V FINANCIAL SERV. INC.	2105 E HWY 60, STE 108	MIAMI	AZ	85539	928-425-4171
SERGIO	MONGE		1890 N FRANK REED	NOGALES	AZ	85621	520-281-0732
RUTH	NAPOLITAN		608 ELM ST STE 210	PAGE	AZ	86040	928-645-9270
PETER	GIROUX	BOWOOD CORPORATION	1600 S CALIFORNIA AVE	PARKER	AZ	85344	928-669-6600
LEONARD	TACKER	TACKER & SONS ENTRP LLC	PAYSON VILLAGE MALL, 126 E HWY 260	PAYSON	AZ	85541	928-474-4577
DOUG	SALAWAY		7TH ST AND MISSOURI, 5555 N 7TH ST STE 120	PHOENIX	AZ	85014	602-266-1531
DOUG	SALAWAY		16TH ST AND CAMELBACK, 1630 E CAMELBACK RD STE 130	PHOENIX	AZ	85016	602-956-0311
DOUG	SALAWAY		TATUM AND BELL, 4727 E BELL RD	PHOENIX	AZ	85032	602-971-0200
DOUG	SALAWAY		I-17 AND CAREFREE HWY, 3134 W CAREFREE HWY	PHOENIX	AZ	85086	623-516-7826
DOUG	SALAWAY		PARADISE VALLEY MALL, 4550 E CACTUS RD	PHOENIX	AZ	85032	602-494-0786
RONALD	BALL	THE TAX & ACCTG SPEC PC	1805 N 16TH ST	PHOENIX	AZ	85006	602-254-7143
LEONARD	TACKER	TACKER & SONS ENTRP LLC	625 E WHITE MOUNTAIN BLVD, STE A	PINETOP	AZ	85935	928-367-5055
BIRGIT	KLOCKMANN		JACKSON SQUARE, 1233 N MAIN ST UNIT 2	SAN LUIS	AZ	85349	928-315-6792
FRANK	CALISE	CALISE ENTERPRISES, LLC	6929 E GREENWAY PKWY, STE 170	SCOTTSDALE	AZ	85254	480-621-5851
FRANK	CALISE		8776 E SHEA BLVD, STE 102	SCOTTSDALE	AZ	85260	480-778-1950
DOUG	SALAWAY	EMERALD TAX AND FIN'L SER	PAVILIONS CENTER, 9180 TALKING STICK WAY STE F5	SCOTTSDALE	AZ	85250	480-362-1265
DOUG	SALAWAY		SCOTTSDALE AND THOMAS, 2765 N SCOTTSDALE RD	SCOTTSDALE	AZ	85257	480-423-0101
DOUG	SALAWAY		SCOTTSDALE AND SHEA, 7125 E SHEA BLVD	SCOTTSDALE	AZ	85254	480-948-7979
DOUG	SALAWAY		MCDOWELL AND MILLER, 7607 E MCDOWELL RD	SCOTTSDALE	AZ	85257	480-947-6662
DOUG	SALAWAY		FRANK L WRIGHT AT THOMPSON PEAK, 14692 N FRANK L WRIGHT BLVD	SCOTTSDALE	AZ	85260	480-767-1835
FRANK	CALISE	CALISE ENTERPRISES LLC	164 COFFEE POT DR, STE A	SEDONA	AZ	86336	928-282- ~~4970~~ <u>3684</u>
~~FRANK~~	~~CALISE~~		~~1865 W SR 89A, STE C~~	~~SEDONA~~	~~AZ~~	~~86336~~	~~928-282-3684~~
FRANK	CALISE		56 W CORTEZ DR	SEDONA	AZ	86351	928-284-1040
LEONARD	TACKER	TACKER & SONS ENTRP LLC	161 E DEUCE OF CLUBS	SHOW LOW	AZ	85901	928-537-4028
CHARLES	KIRCHER	CD KIRCHER BUS SERV INC	2103 E FRY BLVD	SIERRA VISTA	AZ	85635	520-458-3331

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
LEONARD	TACKER		932 S MAIN ST, STE ~~D~~ <u>A-103</u>	SNOWFLAKE	AZ	85937	928-536-5642
DOUG	SALAWAY		SOUTHERN AND MILL, 206 W SOUTHERN AVE	TEMPE	AZ	85282	480-966-5003
DOUG	SALAWAY		BROADWAY AND RURAL, 937 E BROADWAY RD	TEMPE	AZ	85282	480-966-5075
VICKI	KELSO	B&V FINANCIAL SERV. INC.	2075 W US HWY 70	THATCHER	AZ	85552	928-428-3748
~~NADINE~~	~~GREATHOUSE~~	~~GREATHOUSE TAX GROUP LLC~~	~~9550 W VAN BUREN ST, STE 3~~	~~TOLLESON~~	~~AZ~~	~~85353~~	~~623-207-8670~~
RODNEY	TAKUMI	RK TAX SERVICES, INC.	TUBA CITY SHOPPING CENTER, STATE HWY 160	TUBA CITY	AZ	86045	928-283-5348
PETER	GIROUX	BOWOOD CORPORATION	2025 W WICKENBURG WAY	WICKENBURG	AZ	85390	928-684-7453
VICKI	KELSO	B&V FINANCIAL SERV. INC.	676 N BISBEE AVE	WILLCOX	AZ	85643	520-384-3655
RODNEY	TAKUMI	RK TAX SERVICES, INC.	WINDOW ROCK SHOPPING CENTER, STATE HWY 264 JCT RT 12 STE13C	WINDOW ROCK	AZ	86515	928-871-2349
TAMRA	DEWITT		407 E THIRD ST	WINSLOW	AZ	86047	928-289-3911
BIRGIT	KLOCKMANN		1020 S 4TH AVE, STE A	YUMA	AZ	85364	928-783-8241
BIRGIT	KLOCKMANN		260 W 32ND ST	YUMA	AZ	85364	928-317-1771
BIRGIT	KLOCKMANN		~~SCHECHERT PLAZA, H6H-11242~~ FOOTHILLS BLVD STE ~~E24~~	YUMA	AZ	85367	928-342-6122
BIRGIT	KLOCKMANN		PLAZA DEL RIO, 2674 W 16TH STE B-1	YUMA	AZ	85364	928-782-5507
HANWOOK	JO	JO & ASSOCIATES, INC.	5200 KANAN RD, STE 229	AGOURA HILLS	CA	91301	818-735-0400
KAREN	MEHTA		1730 ALPINE BLVD STE 111	ALPINE	CA	91901	619-445-5111
ARMANDO	BELMUDEZ		1917 E LA PALMA AVE	ANAHEIM	CA	92805	714-817-9604
BRYAN	HOPKINS	HOPKINS & COMPANY	~~180 N RIVERVIEW, STE 150~~ <u>8141 E KAISER BLVD, STE 106</u>	ANAHEIM HILLS	CA	92808	714-602-2908
RICKY	OWENS		471 S MAIN ST	ANGELS CAMP	CA	95222	209-736-0474
DAN	DEVER		21580 BEAR VALLEY	APPLE VALLEY	CA	92308	760-247-3703
DAN	DEVER		20200 HWY 18	APPLE VALLEY	CA	92308	760-242-3757
STEVEN	PARK	PRH PARTNERS	440 K ST	ARCATA	CA	95521	707-826-1655
DEBRA	RETTIG-GALLANT		ARROYO GRANDE TOWN AND COUNTRY, 1460 E GRAND AVE	ARROYO GRANDE	CA	93420	805-489-1414
DEBRA	RETTIG-GALLANT		4801 EL CAMINO REAL	ATASCADERO	CA	93422	805-466-0490
THOMAS	BRENNER		461 GRASS VALLEY HWY, STE 19	AUBURN	CA	95603	530-885-5221
~~ESOSA~~	~~OGUNBOR~~	~~AKAMAI HOLDING INC~~	~~3377 W RAMSEY ST~~	~~BANNING~~	~~CA~~	~~92220~~	~~951-922-2419~~
DAN	DEVER	D&S TAX SERVICES INC	1051 E MAIN	BARSTOW	CA	92311	760-256-3617
~~ESOSA~~	~~OGUNBOR~~		~~STATER BROS CTR, 1675 SIXTH ST~~	~~BEAUMONT~~	~~CA~~	~~92223~~	~~951-922-6825~~
JOSEPH	DALLI	JOSEPH V DALLI CPA CORP	540 RALSTON AVE, STE J	BELMONT	CA	94002	650-596-1500
HANWOOK	JO	JO & ASSOCIATES, INC.	9744 WILSHIRE BLVD STE 209	BEVERLY HILLS	CA	90212	310-997-0700
~~ESOSA~~	~~OGUNBOR~~	~~AKAMAI HOLDING INC~~	~~42173 1/2 H BIG BEAR BLVD~~	~~BIG BEAR LAKE~~	~~CA~~	~~92315~~	~~909-866-5934~~
JULIE	GOOCH		136 WHITNEY ALLEY	BISHOP	CA	93514	760-873-6166
BIRGIT	KLOCKMANN		128 N SPRING ST	BLYTHE	CA	92225	760-922-5134
BIRGIT	KLOCKMANN		631 MAIN ST	BRAWLEY	CA	92227	760-344-6081
SEVAN	YEGANIAN	SYAC CONSULTING INC	521 N GLENOAKS BLVD	BURBANK	CA	91502	818-846-6143
BIRGIT	KLOCKMANN		2451 ROCKWOOD AVE, STE 112	CALEXICO	CA	92231	760-357-4066
DEBORAH	ECK-STONEBARGER		9036 CALIFORNIA CITY BLVD, STE A	CALIFORNIA CITY	CA	93505	760-373-7570
FERNANDO	MORALES	THE MORALES JR CORP	1405 CAMDEN	CAMPBELL	CA	95008	408-377-3554
JORGE	ZUNIGA		20935 VANOWEN ST, STE 103	CANOGA PARK	CA	91306	818-340-1847
SCOTT	DAVIS	BALARSKY & COMPANY	6920 FAIR OAKS, STE 105	CARMICHAEL	CA	95608	916-978-9200
SCOTT	DAVIS		4005 MANZANITA AVE, STE 9	CARMICHAEL	CA	95608	916-972-9301
~~ESOSA~~	~~OGUNBOR~~	~~AKAMAI HOLDING INC~~	~~31755 DATE PALM DR~~	~~CATHEDRAL CITY~~	~~CA~~	~~92234~~	~~760-321-9775~~
CAROL	KIM	BALGRO, INC.	CERRITOS TOWNE CENTER, 17550 BLOOMFIELD AVE	CERRITOS	CA	90703	562-402-1566

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
			STE B5				
LISA	ADAMS		2255 ESPLANADE	CHICO	CA	95926	530-895-1876
LISA	ADAMS		CHICO CROSSROADS SHOPPING CENTER, 2061 DR MLK JR PKWY STE E1	CHICO	CA	95928	530-897-0808
MARIE	REICHELT	ACCREDITED TAX & FIN PLAN	5690 SCHAEFER AVE, STE H	CHINO	CA	91710	909-627-7007
NURY	SAENZ	NURY A SAENZ & ASSOC INC	355 K ST, STE E	CHULA VISTA	CA	91911	619-425-4804
NURY	SAENZ		460 THIRD AVE, STE B	CHULA VISTA	CA	91910	619-422-7200
NURY	SAENZ		~~423-3RD~~ <u>310 THIRD AVE, STE C6-C7</u>	CHULA VISTA	CA	91910	619-240-3443
MARY	CALDWELL		35285 HWY 41, STE E	COARSEGOLD	CA	93614	559-683-7550
THOMAS	BRENNER		204 S AUBURN ST	COLFAX	CA	95713	530-346-6396
~~MOHAMED~~	~~JALLOH~~		~~GATEWAY PLAZA, 1612 W ROSECRAN AVE~~	~~COMPTON~~	~~CA~~	~~90220~~	~~310-223-1746~~
~~RONDA JO~~	~~HAYWOOD~~		~~1315~~ <u>1915 A</u> SOLANO ST	CORNING	CA	96021	530-824-7999
~~RONDA JO~~	~~HAYWOOD~~		~~1915 A SOLANO ST~~	~~CORNING~~	~~CA~~	~~96021~~	~~000-000-0000~~
MARIA	GUTIERREZ	CASILLAS SERVICE CORP	779 W 19TH ST, STE A	COSTA MESA	CA	92627	949-574-4017
STEVEN	PARK	PRH PARTNERS	134 HWY 101 N	CRESCENT CITY	CA	95531	707-464-2490
~~WILLIAM~~	~~PALMER~~		~~STONEHILL CENTER, 33611 DEL OBISPO ST UNIT D~~	~~DANA POINT~~	~~CA~~	~~92629~~	~~949-493-4899~~
GEORGE	BILLS JR.		638 G ST	DAVIS	CA	95616	530-756-3993
LANCE	WASHBURN	DLW ENTERPRISES	1223 MAIN ST	DELANO	CA	93215	661-725-0369
LANCE	WASHBURN	DLW ENTERPRISES	125 E TULARE ST	DINUBA	CA	93618	559-591-3790
NURY	SAENZ		343 E LEXINGTON AVE, STE 105	EL CAJON	CA	92020	619-588-9327
BIRGIT	KLOCKMANN		3051 N IMPERIAL AVE, STE 101	EL CENTRO	CA	92243	760-352-8585
BIRGIT	KLOCKMANN		1455 W EUCLID AVE	EL CENTRO	CA	92243	760-353-9829
SE EUN	OH	IJOY CORPORATION	15928 VENTURA BLVD, STE 106	ENCINO	CA	91436	818-905-0600
JAMES	COURTNEY	SIMS COURTNEY LLC	1605 MYRTLE AVE	EUREKA	CA	95501	707-443-5616
REBECCA	MORENO-MENDOZA		1117 W VISALIA RD	EXETER	CA	93221	559-592-3330
SUZANNE	BABCOCK	S BABCOCK INC	442 S FRANKLIN	FORT BRAGG	CA	95437	707-964-5711
STEVEN	PARK	PRH PARTNERS	940 MAIN ST	FORTUNA	CA	95540	707-725-4761
PHILLIP	NGUYEN		13111 CENTURY BLVD	GARDEN GROVE	CA	92843	714-638-1502
~~MOHAMED~~	~~JALLOH~~		~~GARDENA MARKETPLACE, 2221 ROSECRANS AVE~~	~~GARDENA~~	~~CA~~	~~90249~~	~~310-324-6745~~
SANG	CHANG	CHANG & KIM CORPORATION	1800 S BRAND BLVD STE 104	GLENDALE	CA	91204	818-507-0100
ARTASHES	CHEBISHIAN	ASSURED CONSULTING INC	840 W GLENOAKS BLVD	GLENDALE	CA	91202	818-638-1200
JOHN	BRENNER		135B W MCKNIGHT WAY	GRASS VALLEY	CA	95949	530-273-4884
ZORAIDA	CAMACHO DOMINGUEZ		122 S EL CAMINO REAL	GREENFIELD	CA	93927	831-674-5001
KAROL	SARITAS		1516 HWY 99, STE E	GRIDLEY	CA	95948	530-846-4741
~~JOHN~~ <u>THOMAS</u>	JONES		BIXBY HACIENDA PLAZA, 17142-C COLIMA RD	HACIENDA HEIGHTS	CA	91745	626-912-2429
~~JOHN~~ <u>THOMAS</u>	JONES		1231 S HACIENDA BLVD	HACIENDA HEIGHTS	CA	91745	626-986-4175
DAN	DEVER	D&S SERVICES INC	15555 MAIN ST, STE D-5	HESPERIA	CA	92345	760-244-5811
RICKY	OWENS		15B PRESTON AVE	IONE	CA	95640	209-274-6398
RICKY	OWENS		11960 W HWY 88, STE 301B	JACKSON	CA	95642	209-223-2155
~~MARTY~~	~~RYNIEWICZ~~		~~18256 HWY 108, P O BOX 1640~~	~~JAMESTOWN~~	~~CA~~	~~95327~~	~~209-984-5207~~
KAREN	MEHTA		13881 CAMPO RD, STE A2	JAMUL	CA	91935	619-669-6980
~~ESOSA~~	~~OGUNBOR~~	~~AKAMAI HOLDING INC~~	~~61607 29 PALMS HWY, STE A~~	~~JOSHUA TREE~~	~~CA~~	~~92252~~	~~760-366-7870~~
ROSA	SMITH		1301 BROADWAY, STE B-1	KING CITY	CA	93930	831-385-1668

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
DEBORAH	ECK-STONEBARGER		6439 LAKE ISABELLA BLVD	LAKE ISABELLA	CA	93240	760-379-3489
MARJORIE	ANDERSON		520 LAKEPORT BLVD	LAKEPORT	CA	95453	707-263-3333
~~ROBERT~~	~~SOWDER~~	~~RH SOWDER ENTERPRISES~~	~~4123 SOUTH ST~~	~~LAKEWOOD~~	~~CA~~	~~90712~~	~~562-634-7070~~
GLENN	BYFIELD		14711 S PRAIRIE AVE	LAWNDALE	CA	90260	310-644-5450
ROBERT	BRENNER		449 F ST STE A	LINCOLN	CA	95648	916-645-1676
HANWOOK	JO	JO & ASSOCIATES	3000 WILSHIRE BLVD, STE 203	LOS ANGELES	CA	90010	213-381-5700
CHAE	CHUNG	CAS ACCOUNTANCY CORP	2525 W 8TH ST, STE 200	LOS ANGELES	CA	90057	213-383-8040
CHAE	CHUNG		4214 BEVERLY BLVD, STE 201	LOS ANGELES	CA	90004	213-293-3442
~~STANLEY~~	~~CHA~~	~~SKC ACCOUNTING GROUP INC~~	~~3440 WILSHIRE BLVD STE 807~~	~~LOS ANGELES~~	~~CA~~	~~90010~~	~~213-739-5700~~
NIKOLAI	NOVAK	MANLY HOLDINGS INC	7909 SANTA MONICA BLVD	LOS ANGELES	CA	90046	323-654-0608
DEBRA	RETTIG-GALLANT		1066 LOS OSOS VALLEY RD	LOS OSOS	CA	93402	805-534-9575
MARY	CALDWELL		5075B HWY 140	MARIPOSA	CA	95338	209-966-2882
GLORIA	MANZANO	R&M TAX & BUSINESS INC	143 W KERN AVE	MC FARLAND	CA	93250	661-792-9500
JAMES	COURTNEY		2765 CENTRAL AVE	MCKINLEYVILLE	CA	95519	707-839-1742
DEBRA	RETTIG-GALLANT		1075 KENNEDY WY	MORRO BAY	CA	93442	805-772-9550
JAN	BRYANT		326 N MT SHASTA BLVD, ROOM 6	MOUNT SHASTA	CA	96067	530-926-4994
CESAR	CARRASCO	CARRASCO GROUP INC	117 E 8TH ST	NATIONAL CITY	CA	91950	619-474-2688
OLGA	PAYAN	SPEEDY TAX, INC.	333 HIGHLAND AVE, ~~SUITE A~~ <u>STE A</u>	NATIONAL CITY	CA	91950	619-477-3339
RALPH	KUHEN	R KUHEN & CO INC	4440 VON KARMAN AVE, STE 150	NEWPORT BEACH	CA	92660	949-208-9900
JOHN	ALBA		11825 E ALONDRA BLVD	NORWALK	CA	90650	562-868-3518
MARY	CALDWELL		40050-N HWY 49, STE 10	OAKHURST	CA	93644	559-683-5450
NURY	SAENZ		214 SAN DIEGO ST	OCEANSIDE	CA	92058	760-439-4009
ROBERT	BRENNER		5066 OLIVEHURST AVE	OLIVEHURST	CA	95961	530-634-6055
ABUL	MASUD	APF TAX, INC	120 S SAN ANTONIO STE B	ONTARIO	CA	91762	909-983-8033
ABUL	MASUD		960 N MOUNTAIN AVE	ONTARIO	CA	91762	909-983-8337
TIMOTHY	LEE		648 N TUSTIN ST, STE A	ORANGE	CA	92867	714-634-8299
KRIS	LIVELL		411 WALKER ST	ORLAND	CA	95963	530-865-5811
LANCE	WASHBURN		12816 AVE 416	OROSI	CA	93647	559-528-9501
LISA	ADAMS		2330 LINCOLN ST	OROVILLE	CA	95965	530-533-8485
EDUARDO	NAVARRO	EDDIE INCOME TAX, INC.	515 S C ST	OXNARD	CA	93030	805-253-0573
~~ESOSA~~	~~OGUNBOR~~		~~39620 WASHINGTON ST, STE B~~	~~PALM DESERT~~	~~CA~~	~~92211~~	~~760-345-2969~~
~~LISA~~	~~ADAMS~~		~~6405 SKYWAY~~	~~PARADISE~~	~~CA~~	~~95969~~	~~530-877-7932~~
LANCE	WASHBURN		656 FRESNO ST	PARLIER	CA	93648	559-646-3501
RAYMOND	NG	PASADENA TAX CENTER, INC	2990 E COLORADO BLVD, STE 104	PASADENA	CA	91107	626-696-3312
DEBRA	RETTIG-GALLANT		527 PINE ST	PASO ROBLES	CA	93446	805-238-0715
~~DEBRA~~	~~RETTIG-GALLANT~~		~~1463 CRESTON RD~~	~~PASO ROBLES~~	~~CA~~	~~93446~~	~~805-237-1460~~
GARLAND	CRACKEL	G R CRACKEL & M BARRAGAN	135 W NUEVO RD, STE D	PERRIS	CA	92571	951-657-6310
DAN	DEVER	D&S SERVICES INC	4083 PHELAN RD	PHELAN	CA	92371	760-868-1818
MARY LOUIS	NIXON		20124 HWY 88	PINE GROVE	CA	95665	209-296-7500
~~MARCO~~	~~GONZALEZ~~		~~128 W SANTA FE~~	~~PLACENTIA~~	~~CA~~	~~92870~~	~~714-524-7777~~
ALFONSO	YEE		FOOD FOR LESS GALLERIA, 2094 S GAREY AVE	POMONA	CA	91766	909-628-2430
JOSE	VIGIL		942 E HOLT AVE	POMONA	CA	91767	909-620-6762
~~ELIZABETHS~~ ~~HIRYL~~	~~FLEHRS~~ ~~SALAYER~~		1735 MAIN ST, STE J	RAMONA	CA	92065	760-789-3510
GRACIE	NUNEZ	GRACIE NUNEZ & CO LLC	943 G ST	REEDLEY	CA	93654	559-638-2131
DEBORAH	ECK-STONEBARG		643 N CHINA LAKE BLVD STE B	RIDGECREST	CA	93555	760-384-2565

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
	ER						
SUSAN	LEIVAS-STURNER	LEIVAS AND ASSOCIATES INC	6370 BROCKTON AVE, STE A	RIVERSIDE	CA	92506	951-300-9650
SUSAN	LEIVAS-STURNER		6370 BROCKTON AVE, STE D	RIVERSIDE	CA	92506	951-300-9650
GEORGE	BILLS JR.		4870 GRANITE DR	ROCKLIN	CA	95677	916-624-7494
ROBERT	BRENNER		1259 PLEASANT GROVE, STE 120	ROSEVILLE	CA	95678	916-788-4393
ALFONSO	YEE		19730 COLIMA RD	ROWLAND HEIGHTS	CA	91748	909-468-3657
~~DARLENE~~	~~BENTLY~~	~~THE TAX LADY ENTERPRISES~~	~~1802 COMMERCENTER W, STE H~~	~~SAN BERNARDINO~~	~~CA~~	~~92408~~	~~909-890-4010~~
JEROME	WILLIAMS	WT FINANCIAL INC	~~7343 RONSON RD, STE L~~ <u>3333 CLAIREMONT MESA BLVD, STE 218</u>	SAN DIEGO	CA	92111	858-277-4267
~~TAMENE~~	~~SHIFFERAW~~		~~980 S WINCHESTER BLVD, STE 30~~	~~SAN JOSE~~	~~CA~~	~~95128~~	~~408-985-2545~~
ELIZABETH	SALDANA		201 MAC ARTHUR BLVD, STE B	SAN LEANDRO	CA	94577	510-633-1129
DEBRA	RETTIG-GALLANT		3230 BROAD ST, STE 110	SAN LUIS OBISPO	CA	93401	805-543-3245
NURY	SAENZ		4635 BORDER VILLAGE RD	SAN YSIDRO	CA	92173	619-662-3840
LANCE	WASHBURN	DLW ENTERPRISES	1314 7TH ST	SANGER	CA	93657	559-875-7583
YOGESH	HIRALAL		208 N HARBOR BLVD, STE A6	SANTA ANA	CA	92703	714-554-1991
MIKE	DALATI		726 S MAIN ST	SANTA ANA	CA	92701	714-547-2400
JONATHAN	SILVA	ORO CORPORATION	1077 W 17TH ST STE A	SANTA ANA	CA	92706	714-543-8990
~~JONATHAN~~	~~SILVA~~		~~1442 S BRISTOL ST~~	~~SANTA ANA~~	~~CA~~	~~92704~~	~~714-668-1158~~
MIGUEL	PALACIOS		1211 N BROADWAY	SANTA ANA	CA	92701	714-721-8368
SANDRA	FERNANDEZ		WESTERN VILLAGE SHOP CTR, 1954 S BROADWAY STE N	SANTA MARIA	CA	93454	805-928-2391
~~SANDRA~~	~~FERNANDEZ~~		~~200~~ <u>333 TOWN CENTER E</u> <u>B3</u>	SANTA MARIA	CA	93454	805-349-9266
LANCE	WASHBURN		405 CENTRAL AVE	SHAFTER	CA	93263	661-746-3404
ZORAIDA	CAMACHO DOMINGUEZ		157 KIDDER STE A	SOLEDAD	CA	93960	831-678-4603
W JEFF	SPENCER	W. JEFF SPENCER, CPA PC	18971 SONOMA HWY	SONOMA	CA	95476	707-938-5922
MARTY	RYNIEWICZ	M AMD M GROUP	778 E MONO WAY	SONORA	CA	95370	209-532-5995
NIKOLAI	NOVAK	MANLY HOLDINGS II INC	11277 VENTURA BLVD	STUDIO CITY	CA	91604	818-761-8805
~~DAVID~~	~~HANSEN III~~		~~2100~~ <u>2850 MAIN ST, STE B</u> <u>7</u>	~~SUSANVILLE~~	~~CA~~	~~96130~~	~~530-257-9339~~
AMANDA	ESPINOZA		418 CENTER ST	TAFT	CA	93268	661-765-5242
DEBORAH	ECK-STONEBARGER		126 E F ST	TEHACHAPI	CA	93561	661-822-3890
DEBRA	RETTIG-GALLANT		98 MAIN ST, STE D1	TEMPLETON	CA	93465	805-237-0183
~~RAY~~	~~SIMMONS~~	~~RAY SIMMONS CORPORATION~~	~~3625 DEL AMO BLVD, STE~~ <u>485</u> <u>380</u>	~~TORRANCE~~	~~CA~~	~~90503~~	~~310-808-7499~~
JOHN	BRENNER		11373 DEERFIELD DR	TRUCKEE	CA	96161	530-587-7621
BLANCA	LOMELI		1519 E TULARE AVE	TULARE	CA	93274	559-688-0602
BLANCA	LOMELI		224 E CROSS AVE	TULARE	CA	93274	559-686-3209
~~ANITA~~	~~HORN~~		~~6260 ADOBE RD~~	~~TWENTYNINE PALMS~~	~~CA~~	~~92277~~	~~760-361-1040~~
~~ANITA~~	~~HORN~~		~~6386 ADOBE RD~~	~~TWENTYNINE PALMS~~	~~CA~~	~~92277~~	~~760-367-1040~~
~~JOSE~~	~~LARA~~		~~1020 TENNESSEE ST~~	~~VALLEJO~~	~~CA~~	~~94590~~	~~707-980-7547~~
~~JOSE~~	~~LARA~~		~~5182 SONOMA BLVD, STE 210~~	~~VALLEJO~~	~~CA~~	~~94589~~	~~707-552-2944~~
RICKY	OWENS		200 W HWY 12 STE E 5	VALLEY SPRINGS	CA	95252	209-772-1712
DAN	DEVER		14075 HESPERIA RD, STE 202	VICTORVILLE	CA	92395	760-245-7970
DAN	DEVER	D&S TAX SERVICES INC	12441 HESPERIA RD, STE 1	VICTORVILLE	CA	92395	760-241-9168
DAN	DEVER		14960 BEAR VALLEY RD UNIT D	VICTORVILLE	CA	92395	760-241-2217
DAN	DEVER		13622 BEAR VALLEY RD, STE 3	VICTORVILLE	CA	92392	760-245-1088

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DAN	DEVER		14707 SEVENTH ST, STE 5	VICTORVILLE	CA	92395	760-843-5707
~~ERNESTO~~	~~RAMIREZ~~	~~PLAZA TAX SERVICE INC~~	~~1717 E VISTA WAY, STE 110~~	~~VISTA~~	~~CA~~	~~92084~~	~~760-724-7113~~
LANCE	WASHBURN		201 F ST	WASCO	CA	93280	661-758-6713
~~ALEKSANDR~~	~~POLOVINCHIK~~	~~M&A ACCTG SOLUTIONS INC~~	~~8159 SANTA MONICA BLVD, STE 200~~	~~WEST HOLLYWOOD~~	~~CA~~	~~90046~~	~~323-654-3500~~
GEORGE	BILLS JR.		2541 OLD HWY 99	WILLIAMS	CA	95987	530-473-3883
BARBARA	LINCOLN		1661A S MAIN	WILLITS	CA	95490	707-459-2677
KRIS	LIVELL		311 N BUTTE ST STE A	WILLOWS	CA	95988	530-934-4818
GEORGE	BILLS JR.		602 COTTONWOOD ST	WOODLAND	CA	95695	530-666-0101
STEVEN	PARK	PRH PARTNERS	125 S OREGON ST	YREKA	CA	96097	530-842-1925
ROBERT	BRENNER		1270 STABLER LN, STE 300	YUBA CITY	CA	95993	530-673-4118
~~ESOSA~~	~~OGUNBOR~~	~~AKAMAI HOLDING INC~~	~~55417 29 PALMS HWY~~	~~YUCCA VALLEY~~	~~CA~~	~~92284~~	~~760-365-7211~~
TARA	MC CARROLL	MCCARROLL ACCTG & CONSULT	409 MAIN	ALAMOSA	CO	81101	719-589-6594
ZACHARY	VALENTINE		601 ~~E~~ HOPKINS, UNIT 2A	ASPEN	CO	81611	970-925-4585
DOREEN	TALBOT	TAX SMART LLC	66 S MAIN ST	BRIGHTON	CO	80601	303-731-1021
~~DENNIS~~	SCHOCK	SCHOCK & COMPANY LLC	~~BUENA VISTA SQUARE #12,~~ 301 E MAIN ST <u>STE 155, PO BOX 27</u>	BUENA VISTA	CO	81211	719-966-5031
BARRY	ANDREWS		337 14TH ST	BURLINGTON	CO	80807	719-346-5463
ALICE	VODOPICH		304-A 16TH	CANON CITY	CO	81212	719-275-3544
ZACHARY	VALENTINE		326 HWY 133, STE 140	CARBONDALE	CO	81623	970-963-8829
TRACY	LEE	ACCTG RESOURCES & TAX SER	1424 N HANCOCK AVE, STE 5W	COLORADO SPRINGS	CO	80903	719-570-6960
JULIE	STURMAN	DTE VENTURES, INC.	2226 E MAIN ST	CORTEZ	CO	81321	970-564-8829
CHERYL	COOK	ALI VOLARE, INC.	107 W VICTORY WAY	CRAIG	CO	81625	970-824-6192
BRAD	POLLARD	WESTERN CO FINAN SERV INC	25 STAFFORD LN, STE 6	DELTA	CO	81416	970-874-3600
DANIEL	PAYNE	PAYNE TAX ENTERPRISES LLC	305 S CAMINO DEL RIO, STE T	DURANGO	CO	81303	970-247-4670
ZACHARY	VALENTINE		313 CHAMBERS AVE, STE E	EAGLE	CO	81631	970-328-0706
DANA	SCHMIDT	LD SCHMIDT INC	1140 MANFORD AVE BLDG B, PO BOX 2731	ESTES PARK	CO	80517	970-586-6106
DEBRA	POLANSKY		708 MAIN ST	FORT MORGAN	CO	80701	970-867-5656
~~BRAD~~	~~POLLARD~~	~~WESTERN CO FINAN SERV INC~~	~~842 SUMMIT BLVD~~	~~FRISCO~~	~~CO~~	~~80443~~	~~970-668-3261~~
BRAD	POLLARD		455 KOKOPELLI BLVD UNIT D	FRUITA	CO	81521	970-858-3658
ZACHARY	VALENTINE		~~1315 GRAND AVE~~ <u>201 14TH ST, STE 121</u>	GLENWOOD SPRINGS	CO	81601	970-945-5631
SANDRA	MOORE		62801 US HWY 40	GRANBY	CO	80446	970-887-3753
BRAD	POLLARD	WESTERN CO FINAN SERV INC	EASTGATE SHOPPING CENTER, 2830 N AVE STE C-1B	GRAND JUNCTION	CO	81501	970-243-6330
BRAD	POLLARD		CORONADO PLAZA SHPG CTR, 569 32ND RD STE 5A AND 5B	GRAND JUNCTION	CO	81504	970-434-7545
BRAD	POLLARD		PARKWEST PLAZA II, 2486 PATTERSON RD STE 10	GRAND JUNCTION	CO	81505	970-241-3665
BRAD	POLLARD		2695 PATTERSON RD	GRAND JUNCTION	CO	81506	970-242-0905
BRAD	POLLARD		2546 RIMROCK AVE, STE 200A	GRAND JUNCTION	CO	81505	970-256-1154
KATHERINE	ALLEN	ALLEN & SCHNUG, LLC	2385 27TH ST, STE 514	GREELEY	CO	80634	970-330-1500
KATHERINE	ALLEN		3618 W 10TH ST	GREELEY	CO	80634	970-352-4390
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	123 W VIRGINIA AVE	GUNNISON	CO	81230	970-648-4421
LISA	BARTHOLOMEW	BARTHOLOMEW INC	105 W 3RD	LA JUNTA	CO	81050	719-384-5485
LISA	BARTHOLOMEW	BARTHOLOMEW INC	107 E ELM	LAMAR	CO	81052	719-336-7798
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	135 E 6TH ST	LEADVILLE	CO	80461	719-486-2225
TARA	MC CARROLL	MCCARROLL ACCTG & CONSULT	210 ADAMS	MONTE VISTA	CO	81144	719-852-3338
BRAD	POLLARD	WESTERN CO FINAN SERV INC	438 E MAIN ST	MONTROSE	CO	81401	970-249-9253

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BRAD	POLLARD		1414 HAWK PKWY, UNIT H1	MONTROSE	CO	81401	970-964-9815
BAYARD	HEROY	CONM FIN'L SERVICES, INC.	100 COUNTRY CENTER DR, STE H	PAGOSA SPRINGS	CO	81147	970-731-1080
BRAD	POLLARD	WESTERN CO FINAN SERV INC	224 W 3RD ST	RIFLE	CO	81650	970-625-1626
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	1548 G ST, STE 3	SALIDA	CO	81201	719-207-4070
FRED	TANQUARY III		1744 LINCOLN AVE, STE 1	STEAMBOAT SPRINGS	CO	80487	970-879-3513
TIMOTHY	ANDERSON	T&P INC	BROADWAY PLAZA, 100 BROADWAY	STERLING	CO	80751	970-526-6178
JESUS	CONTRERAS		117 E MAIN ST	TRINIDAD	CO	81082	719-846-2241
ZACHARY	VALENTINE	TAXMAN LLC	2099 N FRONTAGE RD W	VAIL	CO	81657	970-476-4261
JESUS	CONTRERAS		523 MAIN ST	WALSENBURG	CO	81089	719-738-5747
REYNOLD	ALABRE	REY GROUP LLC	1375 MADISON AVE	BRIDGEPORT	CT	6606	203-908-3309
NATHAN	COUR	COUR TAX CONSULTANTS LLC	1699 BOSTON TURNPIKE	COVENTRY	CT	6238	860-456-0014
DAVID	ROY	BUCK AND ROY, LLC	737 HARTFORD PIKE	DAYVILLE	CT	6241	860-774-8700
JAMI	MONTANARI	TARKLIN BUS SOLUTIONS LLC	461 VOLUNTOWN RD	GRISWOLD	CT	6351	860-376-0841
MATTHEW	GRABEL		367 BANTAM RD	LITCHFIELD	CT	6759	860-567-8133
NATHAN	COUR		344 N MAIN ST	MARLBOROUGH	CT	6447	860-295-8493
MATTHEW	GRABEL	GRABEL BUSINESS SERVS LLC	1 BRUSH HILL RD	NEW FAIRFIELD	CT	6812	203-746-5790
MATTHEW	GRABEL	GRABEL BUSINESS SERVS LLC	30 BANK ST	NEW MILFORD	CT	6776	860-354-0660
NATHAN	COUR	COUR TAX CONSULTANTS LLC	361 BOSTON POST RD	NORTH WINDHAM	CT	6256	860-423-1076
HUGO	SALAZAR	SERVIEXPRESS LLC	56 B S MAIN ST	NORWALK	CT	6854	203-286-8315
MARGARET	SHEPARD		707 BOSTON POST RD	OLD SAYBROOK	CT	6475	860-388-0360
JAMI	MONTANARI	TARKLIN BUS SOLUTIONS LLC	15 BABCOCK AVE	PLAINFIELD	CT	6374	860-564-8667
MARK	KULAGA	THERRIEN-KULAGA	90 PROVIDENCE ST	PUTNAM	CT	6260	860-928-5089
DENNIS	MERLINO	MERLINO ASSOCIATES INC	1880 SILAS DEANE HWY STE 204	ROCKY HILL	CT	6067	860-721-9701
JAMI	MONTANARI	TARKLIN BUS SOLUTIONS LLC	87 W STAFFORD RD	STAFFORD SPRINGS	CT	6076	860-684-4721
MATTHEW	GRABEL	GRABEL BUSINESS SVC LLC	81 MAIN ST 76 WATERTOWN RD	THOMASTON	CT	6787	860-283-5040
MATTHEW	GRABEL	GRABEL BUSINESS SERVS LLC	1939 E MAIN ST	TORRINGTON	CT	6790	860-489-0333
NATHAN	COUR		857 MAIN ST	WILLIMANTIC	CT	6226	860-423-1722
ALBERT	CAPPABIANCA	NORTHWEST BUS SYSTEM INC	286 MAIN ST	WINSTED	CT	6098	860-379-6119
DAVID	WALLS	WALLS & DAVENPORT, INC.	2137 S DUPONT HWY	DOVER	DE	19901	302-697-2786
DAVID	WALLS		GREENTREE SHOPPING CENTER, 49 GREENTREE DR	DOVER	DE	19904	302-734-1040
ERNEST	DE ANGELIS JR.	DE ANGELIS TAX SVC INC	16819 S DUPONT HWY, STE 200	HARRINGTON	DE	19952	302-398-7550
ERNEST	DE ANGELIS JR.	DE ANGELIS TAX SVC INC	915 N DUPONT HWY, STE 101	MILFORD	DE	19963	302-422-6100
ERNEST	DE ANGELIS JR.	DEANGELIS ASSOCIATES, INC	611 UNION ST	MILTON	DE	19968	302-684-2955
ERNEST	DE ANGELIS JR.	DEANGELIS ASSOCIATES, INC	18585 MIDWAY SHOPPING CENTER, STE 17	REHOBOTH BEACH	DE	19971	302-645-2000
DAVID	WALLS		102 E GLENWOOD AVE	SMYRNA	DE	19977	302-653-4779
JOHN J	HARTNETT JR.	CAPITAL AND WORTH INC	1202 FOULK RD, STE D	WILMINGTON	DE	19803	302-477-0660
FRANCES	BROUSSEAU	BROUSSEAU & BROUSSEAU P A	5708 LIMESTONE RD	WILMINGTON	DE	19808	302-234-1976
AMANDA	PAYNE		14557 NW US HWY 441	ALACHUA	FL	32615	386-462-3962
GRANT	ROWE	HEARTLAND BUS. SERV. INC.	1731 E OAK ST, UNIT 14	ARCADIA	FL	34266	863-494-5247
BLAKE	ROWE	HEARTLAND BUS. SERV. INC.	824 US HWY 27	AVON PARK	FL	33825	863-453-6954
CECELIA	ROWE	HEARTLAND BUS. SERV. INC.	1540 AVE L STE 102	BELLE GLADE	FL	33430	561-996-6268
GERALD	TAYLOR		20729 E CENTRAL AVE	BLOUNTSTOWN	FL	32424	850-674-5799
GERALD	TAYLOR		120 N 301 S WAUKESHA ST	BONIFAY	FL	32425	850-547-1040
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	27061 83RD PL	BRANFORD	FL	32008	386-935-1591
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	414 W WASHINGTON ST	CHATTAHOOCHEE	FL	32324	850-663-4432
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	2181 NW 11TH DR	CHIEFLAND	FL	32626	352-493-4394
GERALD	TAYLOR		1040 MAIN ST	CHIPLEY	FL	32428	850-638316-25

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
							~~62~~ <u>8083</u>
ERIC	HIMSCHOOT		SUNNYSIDE PLAZA, 311 E HWY 50	CLERMONT	FL	34711	352-394-1040
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	SUPERTARGET PLAZA, 2670 E HWY 50 STE D	CLERMONT	FL	34711	352-394-1040
GRANT	ROWE	HEARTLAND BUS. SERV. INC.	216 S BERNER RD, UNIT 18	CLEWISTON	FL	33440	863-983-5377
~~LILLIAN~~ <u>LILLIAN</u>	~~GERA~~ <u>DENMONT TAYLOR</u>		197 S MAIN ST <u>CI</u>	CRESTVIEW	FL	32536	850-682-9463
~~LILLIAN~~	~~DENMON~~		~~775 N FERDON STE B~~	~~CRESTVIEW~~	~~FL~~	~~32536~~	~~850-398-8484~~
PERRY	KOON JR.		68 SE 278TH ST	CROSS CITY	FL	32628	352-498-3654
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	UPTOWN PLAZA, 14524 7TH ST	DADE CITY	FL	33523	352-567-2813
REYCHELLE	WISE		46 N CHARLES RICHARD BEALL BLV	DEBARY	FL	32713	386-668-9300
AMY	HARVEY		873 U S HWY 331 S	DEFUNIAK SPRINGS	FL	32435	850-892-3831
PATRICIA	WRIGHT-REECE	RUHLEECE, INC.	2120 SAXON BLVD STE 206B	DELTONA	FL	32725	386-532-4400
KELLY	TAYLOR	TAYLOR TAX AND BKKPG LLC	1509 SADLER RD	FERNANDINA BEACH	FL	32034	904-261-6942
EDWIN	RIVERO	PRONTO CONSULTING & ACCTG	316 W PALM DR	FLORIDA CITY	FL	33034	305-246-4149
JOHNNIE	SMITH JR	STS TAX SERVICES INC	3007 W COMMERCIAL BLVD, STE 204	FORT LAUDERDALE	FL	33309	954-730-2226
MOHAMED	ROSTOM	ABAZA BUS SOLUTIONS LLC	3291 CLEVELAND AVE UNIT C	FORT MYERS	FL	33901	239-418-1900
KABIR	CHOWDHURY	CMAx CONSULTING INC	4928 10TH AVE N	GREENACRES	FL	33463	561-202-6620
BETTY	PORTER		3720 HWY 69	GREENWOOD	FL	32443	850-592-5473
ERIC	HIMSCHOOT		324 W ORANGE ST	GROVELAND	FL	34736	352-394-1040
BRENDA	LALAMA	BALDWIN-LALAMA FIN'L SERV	WINN DIXIE SHOPPING PLAZA, 207 S DIXIE DR	HAINES CITY	FL	33844	863-422-3848
PERRY	KOON JR.		6005 SE US HWY 301, UNIT 405	HAWTHORNE	FL	32640	352-481-3995
EMIVIALA	FERNANDEZ	CORAL ACCOUNTING SERVICES	4821 W 4TH AVE	HIALEAH	FL	33012	305-818-7441
AMANDA	PAYNE	SNELGROVE ENTERPRISES INC	~~18522 NW 23826 W US HWY 441, STE 1027~~	HIGH SPRINGS	FL	32643	386-454-3800
JOHN	LAROSE	TAXPERTS BUS SRVS INC	TAXPERTS, 6915 TAFT ST	HOLLYWOOD	FL	33024	954-962-8585
JORGE	BARRANTES	BJ NATIONWIDE SERVICES	30420 S DIXIE HWY	HOMESTEAD	FL	33030	305-242-2232
MARY	PANARIELLO	J&M FIN'L & TAX SERVICES	2849 COUNTY RD 210 W, STE 109	JACKSONVILLE	FL	32259	904-230-8080
MICHAEL	HENDERSON		4444 MERRIMAC AVE	JACKSONVILLE	FL	32210	904-388-5700
~~MICHAEL~~	~~HENDERSON~~		~~4070 HERSCHEL ST 1~~	~~JACKSONVILLE~~	~~FL~~	~~32210~~	~~000-000-0000~~
~~MICHAEL~~	~~HENDERSON~~		~~4070 HERSCHEL ST 6~~	~~JACKSONVILLE~~	~~FL~~	~~32210~~	~~904-387-1128~~
TAMARA	WILLIAMS	L AND T, LLC	548 CHAN BRIDGE DR	JASPER	FL	32052	386-792-1402
CAROLE	MANROSE		1074 NE JENSEN BEACH BLVD	JENSEN BEACH	FL	34957	772-334-8989
MARSHALL	WALKER	TAX PREP 101411 CORP	TRADEWINDS SHOPPING CENTER, 101411 OVERSEAS HWY	KEY LARGO	FL	33037	305-451-2562
TYLER	WHITMORE	LWK ASSOCIATES OF FL LLC	1119 KEY PLAZA	KEY WEST	FL	33040	305-294-3525
PERRY	KOON JR.		7380 STATE RD 100, UNIT 14	KEYSTONE HEIGHTS	FL	32656	352-473-3646
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	ROLLING OAKS COMMONS, 3224 ROLLING OAKS BLVD	KISSIMMEE	FL	34747	407-396-1040
RICHARD	RIVERA	BRASS TAX INC	322 BROADWAY	KISSIMMEE	FL	34741	407-846-1099
BLAKE	ROWE	HEARTLAND BUS. SERV. INC.	403 US 27	LAKE PLACID	FL	33852	863-465-2660
GRANT	ROWE	HEARTLAND BUS. SERV. INC.	2030 SAM WALTON WAY	LAKE WALES	FL	33853	863-676-3013
GRANT	ROWE		24174 HWY 27, STE 300	LAKE WALES	FL	33859	863-679-8788
RON	MASON	R.E. MASON & ASSOC. INC.	1318 HOMESTEAD RD N	LEHIGH ACRES	FL	33936	239-369-0502
MOLLY	HOWARD	RONMOL HOWARD ENT INC	WALMART SHOPPING CENTER, 6826 SUWANNEE PLAZA LN	LIVE OAK	FL	32060	386-362-3757
KAREN	CRUZ		980 N RONALD REAGAN BLVD	LONGWOOD	FL	32750	407-260-6012
PATRICK	BOWEN	MAPP LLC	378 E BASE ST, STE 106	MADISON	FL	32340	850-973-3800
TYLER	WHITMORE	LWK ASSOCIATES OF FL LLC	5181 OVERSEAS HWY	MARATHON	FL	33050	305-743-5950
MICHELE	HUSS	HUSS & ASSOCIATES INC	935 N COLLIER BLVD	MARCO ISLAND	FL	34145	239-394-5058

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
GERALD	TAYLOR		4466 LAFAYETTE ST	MARIANNA	FL	32446	850-482-7005
MICHAEL	BEOVIDES	TAX RETURN CENTER, LLC	13500 N KENDALL DR, STE 129	MIAMI	FL	33186	305-387-1099
SHIRLEY	ALMAZAN	TOYOS TAX SERVICE INC	7264 SW 8TH ST	MIAMI	FL	33144	786-536-4647
DORIS	POLANCO	DORIS ACCTG & TAX SERV	10154 W FLAGLER ST	MIAMI	FL	33174	305-480-0269
CARLOS	MARTINEZ	MONEY TRUST FIN SVC LLC	12001 SW 128 CT, STE 102	MIAMI	FL	33186	305-387-0076
JOHN W	PHILLIPS		5428 STEWART ST	MILTON	FL	32570	850-623-5642
JOHN W	PHILLIPS		PARKMORE PLAZA, 6255 HWY 90	MILTON	FL	32570	850-623-1418
<u>PATRICK</u>	<u>BOWEN</u>		<u>1267 S JEFFERSON ST</u>	<u>MONTICELLO</u>	<u>FL</u>	<u>32344</u>	<u>850-997-1782</u>
SHARON	JONES	SFS, INC.	8516 NAVARRE PKWY	NAVARRE	FL	32566	850-939-9000
PERRY	KOON JR.		24206 W NEWBERRY RD	NEWBERRY	FL	32669	352-472-0274
CECELIA	ROWE	HEARTLAND BUS. SERV. INC.	3264 US 441 S	OKEECHOBEE	FL	34974	863-763-7080
REYCHELLE	WISE		1209 SAXON BLVD, STE 7	ORANGE CITY	FL	32763	386-775-3177
MICHAEL	HENDERSON		1600 PARK AVE, STE 3	ORANGE PARK	FL	32073	904-592-4956
HECTOR	ABRAHAM	PROFESS'L SOLUTIONS TEAM	8010 SUNPORT DR, STE 120	ORLANDO	FL	32809	407-277-8668
HECTOR	ABRAHAM		NONA VISTA RETAIL CENTER, 7252 NARCOOSSEE RD STE 108	ORLANDO	FL	32822	407-306-0013
JOHN W	PHILLIPS		4024 HWY 90	PACE	FL	32571	850-994-1040
CAROLE	MANROSE		3123 SW MARTIN DOWNS BLVD	PALM CITY	FL	34990	772-283-6887
GERALD	TAYLOR	HARE TAYLOR LLC	2589 JENKS AVE	PANAMA CITY	FL	32405	850-769-7191
<u>GERALD</u>	<u>TAYLOR</u>		<u>601 GRAND PANAMA BLVD</u>	<u>PANAMA CITY BEACH</u>	<u>FL</u>	<u>32407</u>	<u>816-854-3000</u>
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	1920 S JEFFERSON, STE 500	PERRY	FL	32348	850-584-3617
ALEXIS	LAMADRID	LAMADRID FIN'L SERV CORP	1267 S PINE ISLAND RD	PLANTATION	FL	33324	954-727-9771
<u>PHILBERT</u>	<u>HILLIMAN</u>	<u>PHIL'S ACCTNG & BUS SRVS</u>	<u>1860 N PINE ISLAND RD STE 107</u>	<u>PLANTATION</u>	<u>FL</u>	<u>33322</u>	<u>954-797-9292</u>
<u>CHRISTOPHE</u>	<u>PATTERSON</u>	<u>PATTERSON CPA GROUP INC</u>	<u>100 EXECUTIVE WAY STE 218</u>	<u>PONTE VEDRA BEACH</u>	<u>FL</u>	<u>32082</u>	<u>904-333-1960</u>
GRANT	ROWE	SOLDIER CITY BUS.SERV.INC	4233 13TH ST	SAINT CLOUD	FL	34769	407-892-5508
BLAKE	ROWE	HEARTLAND BUS. SERV. INC.	340 SEBRING SQUARE	SEBRING	FL	33870	863-385-8677
BLAKE	ROWE		4640 SOUTHSIDE BLVD	SEBRING	FL	33870	863-385-1052
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	1371 S WALNUT ST STE 1500	STARKE	FL	32091	904-964-8286
CAROLE	MANROSE	TORTOISE ENTERPRISES, INC	738 S FEDERAL HWY	STUART	FL	34994	772-287-8363
CAROLE	MANROSE	TORTOISE ENTERPRISES, INC	5068 SE FEDERAL HWY	STUART	FL	34997	772-283-0770
WAYNE	RICHARDSON	ACT ACCOUNTING & TAX INC	13755 N NEBRASKA AVE	TAMPA	FL	33613	813-615-2561
GRANT	ROWE	HEARTLAND BUS. SERV. INC.	1472 US HWY 17 N	WAUCHULA	FL	33873	863-773-2233
KABIR	CHOWDHURY		9200 BELVEDERE RD, STE 103	WEST PALM BEACH	FL	33411	561-383-8388
PERRY	KOON JR.	FEDERATED TAX ACCT. CORP.	212 E NOBLE AVE	WILLISTON	FL	32696	352-528-4965
KELLY	TAYLOR		YULEE CORNERS, 464010 SR 200	YULEE	FL	32097	904-432-7598
ERIC	HIMSCHOOT	AERO FINANCIAL, INC.	ZEPHYR COMMONS, 7856 GALL BLVD	ZEPHYRHILLS	FL	33541	813-782-3025
<u>CATHLEEN</u>	<u>MENEREY</u>		<u>6060 LAKE ACWORTH DR, STE C</u>	<u>ACWORTH</u>	<u>GA</u>	<u>30101</u>	<u>770-974-2284</u>
<u>CATHLEEN</u>	<u>MENEREY</u>	<u>MENEREY TAX & ACCT LLC</u>	<u>3330 N COBB PKWY, STE 146</u>	<u>ACWORTH</u>	<u>GA</u>	<u>30101</u>	<u>770-917-1952</u>
CATHLEEN	MENEREY		7415 ADAIRSVILLE HWY	ADAIRSVILLE	GA	30103	770-773-7135
SHIELA	FACEMIRE		THE TAX OFFICE, 251 E OGLETHORPE BLVD	ALBANY	GA	31705	229-420-8884
DAVID	WINTER		4825 ATLANTA HWY, STE 700	ALPHARETTA	GA	30004	770-772-6444
SHIELA	FACEMIRE		1604 E FORSYTH ST, STE B	AMERICUS	GA	31709	229-924-6092
CAROL	GARRETT		218 POSEY LN	ASHBURN	GA	31714	229-567-0572
KEN	PATTERSON		1195 WYLIE ST	ATLANTA	GA	30316	404-549-7715
PAMELA	BAKER	BAKER TAXX SERVICE, INC.	2920 MARTIN LUTHER KING JR DR	ATLANTA	GA	30311	404-472-9956
KIMBERLY	FOISTER	SOWEGA PRO SVC LLC	1622 E SHOTWELL	BAINBRIDGE	GA	39819	229-246-3807

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
ARTHUR	SMITH	MARKARTHUR ENTERPRISES IN	101 MAIN ST	BARNESVILLE	GA	30204	770-358-1261
SHERRI	DOLLAR		371 W PARKER ST, STE D	BAXLEY	GA	31513	912-367-1040
SUSAN	THOMPSON		916 LOGANVILLE HWY, STE 340	BETHLEHEM	GA	30620	770-868-0186
~~KILLY~~	~~TAYLOR~~		~~3343 US-84 STE 100~~	~~BLACKSHEAR~~	~~GA~~	~~31516~~	~~912-807-1034~~
DIANE	SPENCER		281 F YOUNG HARRIS ST, STE 1	BLAIRSVILLE	GA	30512	706-745-4855
KIMBERLY	FOISTER		126 COURT SQUARE	BLAKELY	GA	39823	229-723-8574
JOHN W	PHILLIPS	SANTA ROSA BUS SERV, INC.	2800 SCENIC DR, STE 3	BLUE RIDGE	GA	30513	706-632-5597
HARRY	BENNETT	HARRY BENNETT LLC	3421-8 CYPRESS MILL RD	BRUNSWICK	GA	31520	912-280-9099
HARRY	BENNETT		1650 NORWICH ST	BRUNSWICK	GA	31520	912-264-9170
HARRY	BENNETT		389 MALL BLVD	BRUNSWICK	GA	31525	912-280-9900
RITA	MC CURDY	GEORGIA BUS. ENTER. INC.	114 W C BRYANT PKWY	CALHOUN	GA	30701	706-629-7509
SHIELA	FACEMIRE		87 E OAKLAND AVE	CAMILLA	GA	31730	229-336-7058
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	947 JOE FRANK HARRIS PKWY	CARTERSVILLE	GA	30120	770-607-0660
~~CATHLEEN~~	~~MENEREY~~		~~947B JOE FRANK HARRIS PKWY~~	~~CARTERSVILLE~~	~~GA~~	~~30120~~	~~770-607-0660~~
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	123 N MAIN ST	CEDARTOWN	GA	30125	770-748-4759
BETH	BENNETT	B&E BENNETT INC	108 N 3RD AVE	CHATSWORTH	GA	30705	706-695-6313
CATHLEEN	MENEREY		13311 HWY 27 STE 4	CHICKAMAUGA	GA	30707	706-375-5450
DANSBY	CARTER	CARTER & CARTER SERV. INC	596 W LOUISE ST, STE B	CLARKESVILLE	GA	30523	706-754-3789
SAMIR	PATEL	NISHI & JAI INC	6 N DUVAL ST	CLAXTON	GA	30417	912-739-1600
JOHN	SOLMON	SOLMON-HYDE, INC.	VILLAGE SHOPPING CENTER, 534 D HWY 441 S	CLAYTON	GA	30525	706-782-4423
RUBY	CONNER	RUBYIAT ENTERPRISES, INC.	VILLAGE PLAZA SHOPPING CENTER, 868 S MAIN ST UNIT A1	CLEVELAND	GA	30528	706-865-3322
~~BARBARA~~ ~~TH~~	~~WALTERS~~ ~~T~~	~~BARBARA~~ ~~WALTERS~~ ~~B&E~~ ~~BENNETT~~ INC	1663 S ELM ST	COMMERCE	GA	30529	706-335-6245
OSEI	ADOMA	ADOMA & ASSOCIATES CORP	CONYERS SQUARE SHOP CTR, 1745 HWY 138 SPACE C-8	CONYERS	GA	30013	770-483-9360
OSEI	ADOMA		MILSTEAD CROSSING SHOP CTR, 1603 GEORGIA HWY 20 N STE 203B	CONYERS	GA	30012	678-413-9547
SHIELA	FACEMIRE		1413A E 16TH AVE	CORDELE	GA	31015	229-273-9902
BETH	BENNETT	B&E BENNETT INC	HABERSHAM VILLAGE SHOPPING CTR, 235 HABERSHAM VILLAGE CIR	CORNELIA	GA	30531	706-778-4628
YOLANDE	CASON	KCE ENTERPRISES, INC.	2108 LEE ST	COVINGTON	GA	30014	770-786-8811
YOLANDE	CASON		6203 HWY 278 NW	COVINGTON	GA	30014	770-786-6139
YOLANDE	CASON		5340 HWY 20 S, STE 4	COVINGTON	GA	30016	770-786-7708
YOLANDE	CASON		3732 SALEM RD	COVINGTON	GA	30016	770-728-1919
JUDY	PAIR	JANDAIR CORPORATION	537 LAKE CENTER PKWY	CUMMING	GA	30040	770-887-1650
JUDY	PAIR		5465 BETHELVIEW RD, <u>STE 530</u>	CUMMING	GA	30040	770-886-5150
JUDY	PAIR		3040 KEITH BRIDGE RD	CUMMING	GA	30041	678-455-3150
SHIELA	FACEMIRE		639 S BLAKELY ST	CUTHBERT	GA	39840	229-732-3693
CATHLEEN	MENEREY	MENEREY TAX AND ACCT'G	51 N GROVE ST STE A	DAHLONEGA	GA	30533	706-864-4499
~~CATHLEEN~~	~~MENEREY~~	~~MENEREY TAX & ACCT LLC~~	~~49 HOSIERY MILL RD STE 12~~	~~DALLAS~~	~~GA~~	~~30157~~	~~678-363-0951~~
RONALD	HAMRICK	DALTON TAX SERVICE INC.	DALTON SHOPPING CENTER, 1323 W WALNUT AVE STE 3	DALTON	GA	30720	706-278-1776
RONALD	HAMRICK		2208 N CLEVELAND HWY, STE I	DALTON	GA	30721	706-281-4301
HARRY	BENNETT		1221 A NORTHWAY	DARIEN	GA	31305	912-437-6631
KEN	PATTERSON	CHECK FACILITY INC	1763 COLUMBIA DR	DECATUR	GA	30032	404-288-9477

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
KIMBERLY	FOISTER		1131 E 3RD ST	DONALSONVILLE	GA	39845	229-524-8333
JOSE	ANDRADE	RINA AGENCY	3722 PLEASANTDALE RD, STE C	DORAVILLE	GA	30340	770-908-1488
PAULETTE	WILSON	LAKESHORE DRIVE INC.	721 N MADISON AVE	DOUGLAS	GA	31533	912-384-2458
~~PAULETTE~~	~~WILSON~~		~~210 W BRYAN ST~~	~~DOUGLAS~~	~~GA~~	~~31533~~	~~912-383-0484~~
JASON RONALD	SCARBOROUGH MORTON	SCARBOROUGH TAX SVC LLC	1831 VETERANS BLVD, STE D	DUBLIN	GA	31021	478-272-1609
BETH	BENNETT	B&E BENNETT INC	368 CRAIG ST STE 106	EAST ELLIJAY	GA	30539	706-635-5563
BETH	BENNETT		500 HIGHLAND CROSSING	EAST ELLIJAY	GA	30540	706-635-5538
YOLANDE	CASON	KCE ENTERPRISES, INC.	72 WAL-MART WAY	EASTANOLLEE	GA	30538	706-886-6384
RUTH	DANIEL	STEINHAUSEN, INC.	202 A N JEFFERSON ST	EATONTON	GA	31024	706-485-6703
RUTH	DANIEL		1124 LAKE OCONEE PKWY	EATONTON	GA	31024	706-923-4255
SHANNON	WEBER	BY THE NUMBERS TAX & ACCT	320 ELBERT ST	ELBERTON	GA	30635	706-283-1230
BETH	BENNETT		71 RIVER ST	ELLIJAY	GA	30540	706-636-1099
DENISE	ZAHAROFF	DCZ SERVICES, LLC	260 N GLYNN	FAYETTEVILLE	GA	30214	770-461-9978
CAROLYN	COLE		162 OCILLA HWY	FITZGERALD	GA	31750	229-423-4894
KELLY	TAYLOR		4003 E-MAIN ST	FOLKSTON	GA	31537	912-496-2666
ROOSVELT	SIMIL		AT FAMILY LEGACY ENTERPRISES, 526 FOREST PKWY STE B	FOREST PARK	GA	30297	404-363-8601
JAMES	FLOYD, JR.	MEDWAY GROUP INC	BLDG 706, VANGUARD RD	FORT STEWART	GA	31315	912-876-2224
JAMES	FLOYD, JR.		345 LINDQUIST RD, BLDG 71	FORT STEWART	GA	31315	912-877-3092
JOHN	SOLMON	SOLMON-HYDE, INC.	3631 MT VERNON RD, STE 103	GAINESVILLE	GA	30506	770-534-6507
JAMES	FLOYD JR.		131 W BARNARD ST	GLENNVILLE	GA	30427	912-654-9611
ROBERT B	MIXON III		268 MILLEDGEVILLE HWY	GORDON	GA	31031	478-628-5600
RUTH	DANIEL	STEINHAUSEN, INC.	1261 E BROAD ST	GREENSBORO	GA	30642	706-453-4431
JOHN	ELLIOTT, JR	ELLIOTT TAX SERVICE LLC	1435 N EXPRESSWAY, STE 203	GRIFFIN	GA	30223	770-412-6890
VICKY	BECKLER	BECKLER FINANCIAL SER INC	565 W MILLEDGEVILLE RD	HARLEM	GA	30814	706-556-3110
BETH	BENNETT	B&E BENNETT INC	425 E FRANKLIN ST	HARTWELL	GA	30643	706-376-7911
SHERRI	DOLLAR	DOLLAR 5 INC	80 S TALLAHASSEE ST	HAZLEHURST	GA	31539	912-379-1040
JESSE	WILLARD JR	TAX WIZE FINANCIAL LLC	2664 TOBACCO RD STE A	HEPHZIBAH	GA	30815	706-305-1412
JAMES	FLOYD JR.	MEDWAY GROUP, INC.	HINESVILLE SQUARE, 229 W GEN SCREVEN WAY STE B-C	HINESVILLE	GA	31313	912-876-3415
JAMES	FLOYD JR.		433 GENERAL SCREVEN WAY	HINESVILLE	GA	31313	912-369-7177
JAMES	FLOYD JR.		933 EG MILES PKWY	HINESVILLE	GA	31313	912-369-3555
ARTHUR	SMITH	MARKARTHUR ENTERPRISES IN	464 W 3RD ST STE 106	JACKSON	GA	30233	770-775-3557
SEAN	MC NEAL	PICKENS CTY TAX LESS, INC	675 NOAH DR, STE 104	JASPER	GA	30143	706-692-3178
BARBARA BEATH	WALTERS BENNETT		LOGGINS CORNER SUITE 160, 1681 OLD PENDERGRASS RD	JEFFERSON	GA	30549	706-367-8256
JAMES	FLOYD JR.		118 ALLISON ST	JESUP	GA	31545	912-427-7769
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	1200 BARRETT PKWY NW, STE 104	KENNESAW	GA	30144	770-425-3329
CATHLEEN	MENEREY		4100 JILES RD STE 101	KENNESAW	GA	30144	678-331-3030
CATHLEEN	MENEREY		2965 RING RD STE 400	KENNESAW	GA	30144	770-422-2886
KELLY	TAYLOR	TAYLOR TAX AND BKKPG LLC	1601 HWY 40 E, STE F	KINGSLAND	GA	31548	912-882-1099
CATHLEEN	MENEREY	MENEREY TAX & ACCT LLC	2613 N HWY 27	LA FAYETTE	GA	30728	706-638-2812
SHANNON	WEBER	BY THE NUMBERS TAX & ACCT	DILLS SHOPPING CENTER, 12326 AUGUSTA AVE	LAVONIA	GA	30553	706-356-4312
WILLIAM	BERGMAN	BERGMAN & ASSOCIATES INC	2449 LAWRENCEVILLE HWY, STE A	LAWRENCEVILLE	GA	30044	770-717-0109
VICKY	BECKLER	BECKLER FINANCIAL SER INC	114 N PEACHTREE ST	LINCOLNTON	GA	30817	706-359-2194
DOREEN	MORGAN	D MORGAN ACCTG SERV INC	6116 E COVINGTON HWY	LITHONIA	GA	30058	770-323-6311

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YOLANDE	CASON		4948 BILL GARDNER PKWY	LOCUST GROVE	GA	30248	678-432-9550
RUTH	DANIEL	STEINHAUSEN, INC.	1400 EATONTON RD STE 500	MADISON	GA	30650	706-342-4733
KAREN	DANIEL	HOLLOWAY BOOKKEEPING, INC	1190 WARM SPRINGS HWY	MANCHESTER	GA	31816	706-846-9107
EDWIN	SMITH		2550 SANDY PLAINS RD STE 220	MARIETTA	GA	30066	770-485-5699
YOLANDE	CASON		576 MACON ST	MC DONOUGH	GA	30253	770-957-8550
~~YOLANDE~~	~~CASON~~		~~111 WILLOW LN~~	~~MC DONOUGH~~	~~GA~~	~~30253~~	~~678-432-0753~~
YOLANDE	CASON	KCE ENTERPRISES, INC.	1782 JONESBORO RD	MC DONOUGH	GA	30253	678-432-5401
SHERRI	DOLLAR		25 W OAK ST	MC RAE	GA	31055	229-868-6633
JOHN W	PHILLIPS	SANTA ROSA BUS SERV, INC.	TOCCOA CENTER PO BOX 246, 64 TOCCOA AVE	MCCAYSVILLE	GA	30555	706-964-2101
YOLANDE	CASON		5952 E LAKE PKWY	MCDONOUGH	GA	30253	770-914-3295
SHERRI	DOLLAR	DOLLAR 5 INC	34 N LEWIS ST	METTER	GA	30439	912-685-2440
DORIAN LEI	HESTER KINCHEN	DORIAN DEBI HOLDINGS LLC	2600 N COLUMBIA ST, STE A1	MILLEDGEVILLE	GA	31061	478-452-7616
~~VALERIE~~	~~SHARKEY ROLLINS~~		~~445 COTTON AVE~~	~~MILLEN~~	~~GA~~	~~30442~~	~~478-982-1240~~
YOLANDE	CASON	KCE ENTERPRISES, INC.	1119 W SPRING ST	MONROE	GA	30655	770-267-2242
MEG	HALL		4 AMLAJACK BLVD	NEWNAN	GA	30265	770-253-7530
MEG	HALL		802 LOWER FAYETTEVILLE RD, STE C	NEWNAN	GA	30263	770-254-9812
ANDY	NGUYEN	PHP TAX & FIN'L SERV INC	5775 JIMMY CARTER BLVD, STE 300C	NORCROSS	GA	30071	770-903-1095
~~MEG~~	~~HALL~~		~~587 MAIN ST~~	~~PALMETTO~~	~~GA~~	~~30268~~	~~770-463-9443~~
DENISE	ZAHAROFF	DCZ SERVICES, LLC	1100 COMMERCE DR STE D	PEACHTREE CITY	GA	30269	770-487-1739
JAMES	FLOYD JR.		WAYS STATION CENTER, 2493 HWY 17 S STE C7	RICHMOND HILL	GA	31324	912-756-2030
JACKIE	HEGWOOD		28 MILLENNIUM CIR	RINGGOLD	GA	30736	706-965-2990
CATHLEEN	MENEREY		1336 CHATTAHOOCHEE DR	ROCKMART	GA	30153	770-684-8490
SUSAN	WEBB		400 E 2ND AVE	ROME	GA	30161	706-295-1869
SUSAN	WEBB		1939A, SHORTER AVE	ROME	GA	30165	706-290-1872
SHANNON	WEBER	BY THE NUMBERS TAX & ACCT	DILL'S SHOPPING CENTER, 665 COOK ST	ROYSTON	GA	30662	706-245-9878
JOHN	DANIEL	JCD FINANCIAL INC	624 S HARRIS ST	SANDERSVILLE	GA	31082	478-552-5622
ASGEDOM	TEMELSO		3500 N DECATUR RD, STE 107	SCOTTDAL	GA	30079	678-462-9309
MEG	HALL		3441 HWY 34 E STE E	SHARPSBURG	GA	30277	770-253-1660
DEBORAH	BUTTS		12701 BROAD ST	SPARTA	GA	31087	706-444-7058
CINDY	HART	TJH AND ASSOCIATES	47 E MAIN ST	STATESBORO	GA	30458	912-764-2824
CINDY	HART		24025 HWY 80 E	STATESBORO	GA	30461	912-764-8202
BRENDA	CHITTICK		733 MAIN ST, STE A	STONE MOUNTAIN	GA	30083	770-413-0593
BRENDA	CHITTICK		737 MAIN ST, STE B	STONE MOUNTAIN	GA	30083	770-558-3330
BIBIANO	LOPEZ	JDMA INC	1400 BUFORD HWY	SUGAR HILL	GA	30518	678- ~~313~~ <u>765-0527</u>
SUSAN	WEBB		10529 COMMERCE ST	SUMMERVILLE	GA	30747	706-857-2483
~~JASON~~	~~SCARBOROUGH~~	~~SCARBOROUGH TAX SERVICES~~	~~414 S MAIN ST, STE A7~~	~~SWAINSBORO~~	~~GA~~	~~30401~~	~~478-237-5321~~
CINDY	HART		SYLVANIA STATION SHOP CTR, 1115 W OGEECHEE ST	SYLVANIA	GA	30467	912-564-7082
MEAGAN	SIAS		629 E FRANKLIN ST	SYLVESTER	GA	31791	229-776-5810
KAREN	DANIEL	HOLLOWAY BOOKKEEPING, INC	214 E GORDON ST	THOMASTON	GA	30286	706-647-6212
JOHN	DANIEL	JCD FINANCIAL INC	101-103 MAIN ST	THOMSON	GA	30824	706-595-4205
JACKIE	HEGWOOD		5391 HWY 136 W	TRENTON	GA	30752	706-657-6184
MEG	HALL		50 CARRIAGE OAKS DR	TYRONE	GA	30290	770-306-8818
~~JASON~~ <u>RONALD</u>	~~SCARBOROUGH~~ <u>MORTON</u>	~~SCARBOROUGH TAX SERVICES~~	2323 E FIRST ST	VIDALIA	GA	30474	912-537-2347
GERRY	RANDALL GREEN	BETTER INCOME TAX SVC INC	2292 MOODY RD, STE 400	WARNER ROBINS	GA	31088	478-929-4291
ANGELA	WYNN		~~BI-LO SHOPPING CENTER, 174 WASHINGTON PLAZA~~ <u>14 W</u>	WASHINGTON	GA	30673	706-678-7767

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
			<u>ROBERT TOOMBS AVE</u>				
JOHN	DANIEL	R&J BUSINESS SERVICES INC	2131 HOG MOUNTAIN RD	WATKINSVILLE	GA	30677	706-769-5596
~~KILLY~~	~~TAYLOR~~		<u>2466 MEMORIAL DR</u>	<u>WAYCROSS</u>	<u>GA</u>	<u>31503</u>	<u>912-283-5971</u>
JESSE	WILLARD JR	TAX WIZE FINANCIAL LLC	1207 N LIBERTY ST	WAYNESBORO	GA	30830	706-554-5036
SUSAN	THOMPSON		72 N BROAD ST	WINDER	GA	30680	770-867-5822
EDWIN	SMITH	EDWIN D SMITH CPA PC	WEATHERSTONE OFFICE, PARK, 101 WEATHERSTONE DR STE 830	WOODSTOCK	GA	30188	678-324-7017
VICKY	BECKLER	BECKLER FINANCIAL SER INC	504 BROAD ST	WRENS	GA	30833	706-547-2190
DIANE	SPENCER		1615 HWY 17, STE 1	YOUNG HARRIS	GA	30582	706-896-9565
ARTHUR	SMITH		9219 HWY 19	ZEBULON	GA	30295	770-567-3840
~~THEODORA~~	~~VILLAFUERTE~~		<u>99-082 KAUAHALE ST, STE B-3</u>	<u>AIEA</u>	<u>HI</u>	<u>96701</u>	<u>808-488-1040</u>
PAMELA	ARANT	ONE KULEANA INC	PUAINAKO SHOPPING CENTER, 2100 KANOELEHUA STE B7	HILO	HI	96720	808-959-0499
~~THEODORA~~	~~VILLAFUERTE~~	<u>FMS HAWAII INC</u>	<u>2178 N KING ST</u>	<u>HONOLULU</u>	<u>HI</u>	<u>96817</u>	<u>808-845-7995</u>
~~ALAN~~	~~DANIEL~~		<u>RAINBOW PLAZA, 2-2514 KAUMUALII HWY STE 216</u>	<u>KALAHEO</u>	<u>HI</u>	<u>96741</u>	<u>808-332-0200</u>
~~ALAN~~	~~DANIEL~~	<u>ALYKAT, INC.</u>	<u>4473 PAHEE ST, STE B</u>	<u>LIHUE</u>	<u>HI</u>	<u>96766</u>	<u>808-245-4641</u>
PAMELA	ARANT		15-2660 PAHOA VILLAGE RD, STE 301	PAHOA	HI	96778	808-965-7462
~~THEODORA~~	~~VILLAFUERTE~~		<u>94-235 HANAWAI CIRCLE</u>	<u>WAIPAHU</u>	<u>HI</u>	<u>96797</u>	<u>808-676-1539</u>
LEROY	FRANCK III		903 MAIN ST	ADEL	IA	50003	515-993-4210
LEROY	FRANCK III	LL FRANCK & CO	120 BENTON AVE E	ALBIA	IA	52531	641-932-7536
JASON	BARNES	JBARNES HOLDINGS LLC	106 S DODGE ST, STE 110	ALGONA	IA	50511	515-295-5531
BRETT	BENGFORD	WITA LLC	707 W 7TH ST	ATLANTIC	IA	50022	712-243-4268
DONNA	COTTINGTON	BLEU COTTY, INC.	814 STORY	BOONE	IA	50036	515-432-8743
RAY	HOFHEINS	HHK INC	3000 DIVISION ST	BURLINGTON	IA	52601	319-753-5454
JANE	COOK	JC COOK & COMPANY	806 W 8TH ST	CARROLL	IA	51401	712-792-2770
AMANDA	SELLS		120 N 12TH ST	CENTERVILLE	IA	52544	641-856-8442
LEROY	FRANCK III	LL FRANCK & CO	107 S MAIN	CHARITON	IA	50049	641-774-5833
ADAM	BUSEMAN	BUSSCO LLC	713 KELLY ST	CHARLES CITY	IA	50616	641-228-6073
DONALD	FAHNESTOCK JR		101 BOW DR E	CHEROKEE	IA	51012	712-225-5117
JAMES	GOBELI		106 CENTRAL AVE E	CLARION	IA	50525	515-532-3293
DONALD	FAHNESTOCK JR		503 MAIN AVE	CLEAR LAKE	IA	50428	641-357-2733
~~DEBORAH~~ <u>LE ROY</u>	~~MILLER~~ <u>FRANCK III</u>	<u>L.L. FRANCK & CO</u>	236 MAIN ST	COLUMBUS JUNCTION	IA	52738	319-728-3113
JULIE	PEMBLE	JP ACCOUNTING INC.	712 2ND AVE SE, STE C	CRESCO	IA	52136	563-547-4811
LEROY	FRANCK III	L.L. FRANCK & CO	609 W TAYLOR, STE B	CRESTON	IA	50801	641-782-5978
JODY	EHLERS		106 W WATER	DECORAH	IA	52101	563-382-8797
BRETT	BENGFORD	WITA LLC	38 S MAIN	DENISON	IA	51442	712-263-1040
MARTIN	ERMELS		4601 SW NINTH ST	DES MOINES	IA	50315	515-223-1457
LORI	SCALLON	LORI'S BOOKS INC	1320 EDGINGTON	ELDORA	IA	50627	641-939-5071
JASON	BARNES	JBARNES HOLDINGS LLC	12 N 7TH ST	ESTHERVILLE	IA	51334	712-362-3351
~~DEBORAH~~ <u>ROBERT</u>	~~MILLER~~ <u>SMITH</u>	<u>SMITH TAX FAIRFIELD, INC.</u>	405 S 23RD ST	FAIRFIELD	IA	52556	641-472-6122
JASON	BARNES	JBARNES HOLDINGS LLC	102 N CLARK ST	FOREST CITY	IA	50436	641-585-3751
ABIGAIL	BERGER	BERGER VENTURES INC	1310 CENTRAL AVE	FORT DODGE	IA	50501	515-955-1040
RAY	HOFHEINS	HHK INC	1235 AVE H	FORT MADISON	IA	52627	319-372-7321
JASON	BARNES		710 HWY 18 W	GARNER	IA	50438	641-923-3169

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~JC~~ <u>ANBRETT</u>	BENGFORD	BENGFORD ENTERPRISES LLC	920 S LOCUST	GLENWOOD	IA	51534	712-527-9993
KELLI	ELLIOTT		213 WEST ST	GRINNELL	IA	50112	641-236-6932
JASON	BARNES	JBARNES HOLDINGS LLC	214 4TH ST SE	HAMPTON	IA	50441	641-456-4211
BRETT	BENGFORD	WITA LLC	1110 6TH ST	HARLAN	IA	51537	712-755-2055
STEPHEN	AMERINE		700 7TH ST	HAWARDEN	IA	51023	712-552-1450
ABIGAIL	BERGER		2 N 3RD ST	HUMBOLDT	IA	50548	515-332-2933
JOAN	BENGFORD	JBBS LLC	610 2ND ST	IDA GROVE	IA	51445	712-364-2010
JASON	BARNES	JBARNES HOLDINGS LLC	604 S OAK ST	IOWA FALLS	IA	50126	641-648-4134
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~829 MAIN ST~~	~~KEOKUK~~	~~IA~~	~~52632~~	~~319-526-6000~~
LEROY	FRANCK III	LL FRANCK & CO	110 S 2ND	KNOXVILLE	IA	50138	641-842-6912
PEGGY JO	CRACRAFT	TAB SERVICES, INC.	210 N LINDEN ST	LAMONI	IA	50140	641-784-6773
STEPHEN	AMERINE	TENFORTY, INC.	121 5TH AVE SW, STE AA	LE MARS	IA	51031	712-546-7471
LEROY	FRANCK III		107 NW 2ND ST	LEON	IA	50144	641-446-4181
JOAN	BENGFORD		425 MAIN ST	MAPLETON	IA	51034	712-882-1331
DAVID	RICHARDS	D&J RICH LLC	111 S OLIVE ST	MAQUOKETA	IA	52060	563-652-2950
JAMES	BRUXVOORT	BRUX, INC.	204 E LINN ST STE C	MARSHALLTOWN	IA	50158	641-752-4418
DONALD	FAHNESTOCK JR	CHECK ENTERPRISES IOWA IN	2436 4TH ST SW	MASON CITY	IA	50401	641-423-4754
~~JC~~ <u>ANBRETT</u>	BENGFORD	~~BENGFORD~~ —ENTERPRISES <u>WITA</u> LLC	306 E ERIE	MISSOURI VALLEY	IA	51555	712-642-3082
ROBERT	SMITH	SMITH TAX ENTERPRISES	301 W WASHINGTON	MOUNT PLEASANT	IA	52641	319-385-2454
MICHAEL	BABCOCK		516 W MILWAUKEE	NEW HAMPTON	IA	50659	641-394-3000
LEROY	FRANCK III	LL FRANCK & CO	115 1ST AVE W	NEWTON	IA	50208	641-792-1100
~~JC~~ <u>ANBRETT</u>	BENGFORD	~~BENGFORD~~ —ENTERPRISES, <u>WITA</u> LLC	1005 IOWA AVE	ONAWA	IA	51040	712-423-2289
JULIE	PEMBLE		730 MAIN ST	OSAGE	IA	50461	641-732-4039
LEROY	FRANCK III	LL FRANCK & CO	111 S MAIN	OSCEOLA	IA	50213	641-342-1540
JAMES	BRUXVOORT		109 HIGH AVE E	OSKALOOSA	IA	52577	641-673-8588
LEROY	FRANCK III	LL FRANCK & CO	726 CHURCH ST	OTTUMWA	IA	52501	641-682-5874
~~LEROY~~	~~FRANCK III~~		~~1111 N QUINCY AVE, STE 123~~	~~OTTUMWA~~	~~IA~~	~~52501~~	~~641-684-4697~~
LORI	SCALLON		807 LINCOLN ST, <u>PO BOX 546</u>	PARKERSBURG	IA	50665	319-346-8239
JAMES	BRUXVOORT	BRUX, INC.	837 BROADWAY	PELLA	IA	50219	641-628-1337
KIMBERLY	SOPER		509 N 3RD ST	RED OAK	IA	51566	712-623-9379
DONALD	FAHNESTOCK JR		122 N 2ND AVE	SHELDON	IA	51201	712-324-4381
BRETT	BENGFORD	WITA LLC	1009 S FREMONT ST, STE B	SHENANDOAH	IA	51601	712-246-4476
~~JC~~ <u>ANBRETT</u>	BENGFORD		2822 NORTHRIDGE DR	SIDNEY	IA	51652	712-374-2808
LEROY	FRANCK III		109 E MARION ST, STE B	SIGOURNEY	IA	52591	641-622-3188
BRIAN	GROENEWEG		1218 S MAIN	SIOUX CENTER	IA	51250	712-722-1046
DONALD	FAHNESTOCK JR	CHECK ENTERPRISES IOWA IN	712 11TH ST SW, STE 2	SPENCER	IA	51301	712-262-2623
DONALD	FAHNESTOCK JR		1625 HILL AVE	SPIRIT LAKE	IA	51360	712-336-1385
DONALD	FAHNESTOCK JR		1515 LAKE AVE STE F	STORM LAKE	IA	50588	712-732-3180
LEROY	FRANCK III	LL FRANCK & CO	215 S IOWA ST	WASHINGTON	IA	52353	319-653-4216
JODY	EHLERS		12 SPRING AVE	WAUKON	IA	52172	563-568-3433
~~KATHAMAN~~ <u>DA</u>	~~CARLSON~~ <u>FOX</u>		624 SECOND ST	WEBSTER CITY	IA	50595	515-832-4571
MARTIN	ERMELS	COCO AND ERMELS PC	925 NINTH ST	WEST DES MOINES	IA	50265	515-223-1457
LEROY	FRANCK III	L.L. FRANCK & CO	118 W JEFFERSON	WINTERSET	IA	50273	515-462-3779
DELBERT	TREE		108 S BROADWAY	BUHL	ID	83316	208-543-0918

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
DANNY	WEST		2175 OVERLAND AVE	BURLEY	ID	83318	208-678-9691
JENNY	JACOBSON		610 N HWY 93 STE 102	CHALLIS	ID	83226	208-879-1040
RUTH	UDAGER	RAE & DJ, INC	2948 N GOVERNMENT WAY, STE 101	COEUR D ALENE	ID	83814	208-664-4223
RUTH	UDAGER		NEIDER RETAIL PLAZA, 184 E NEIDER AVE	COEUR D ALENE	ID	83815	208-667-6539
DELBERT	TREE		342 MAIN ST 3	GOODING	ID	83330	208-934-9203
CAROL	SIZEMORE	SIZEMORE ENTERPRISES LLC	221 W MAIN ST	GRANGEVILLE	ID	83530	208-983-2650
DELBERT	TREE		513 N MAIN ST, UNIT 3	HAILEY	ID	83333	208-788-3805
RUTH	UDAGER		8836 N HESS ST, STE A	HAYDEN	ID	83835	208-762-0788
DELBERT	TREE		2716 S LINCOLN, STE A	JEROME	ID	83338	208-324-2658
SAUNDRA	MC PHERSON	DOUBLE S ACCOUNTS	306 MAIN ST, PO BOX 907	KAMIAH	ID	83536	208-935-2981
JOHN	BLANKENSHIP	JB TAX ASSOCIATES INC	1446 MAIN ST	LEWISTON	ID	83501	208-743-0222
DONNA	CLIFFORD		120 MICHIGAN AVE	OROFINO	ID	83544	208-476-5454
RUTH	UDAGER		616 E MULLAN, STE E	OSBURN	ID	83849	208-753-9005
KERI	AMOS-SORENSEN	KLASSY GROUP LLP	710 CECIL RD, STE 100	POST FALLS	ID	83854	208-773-2100
KERI	AMOS-SORENSEN		6600 W COMMERCIAL PARK AVE	RATHDRUM	ID	83858	208-712-3297
DANNY	WEST		818 S ONEIDA	RUPERT	ID	83350	208-436-1496
RUTH	UDAGER	RAE & DJ, INC	210 N 11TH	SAINT MARIES	ID	83861	208-245-4253
JENNY	JACOBSON		104 S ST CHARLES ST	SALMON	ID	83467	208-756-1906
DELBERT	TREE	R&R MANAGEMENT, INC.	154 BLUE LAKES BLVD N	TWIN FALLS	ID	83301	208-733-0106
DELBERT	TREE		799 CHENEY DR	TWIN FALLS	ID	83301	208-736-1668
LINDA	WHITAKER	CORNERSTONE OF WESTERN IL	700 SE 3RD ST	ALEDO	IL	61231	309-582-7675
ROSEMARY ARY	DA-COSSE HARRIS		102 LEIGH AVE	ANNA	IL	62906	618-833-2222
JAMES	MC ENERNEY	JWM INC	1040 S ARLINGTON HEIGHTS RD	ARLINGTON HEIGHTS	IL	60005	847-398-5141
RICHARD	JORDAN	EXECUTIVE STRATAGIES LTD	1618 N RAND RD	ARLINGTON HEIGHTS	IL	60004	847-870-1170
ALLEN	SCHRAD		315 S VINE	ARTHUR	IL	61911	217-543-2161
CHARLES	STANDLEY		101 W BROADWAY	ASTORIA	IL	61501	309-329-2537
FATIMA	QUADRI	ACCTNG PERSPECTIVES, INC.	2948 KIRK RD UNIT 104, AT KIRK AND BUTTERFIELD	AURORA	IL	60502	630-978-9500
ANTONIO	ZABANEH		1302 W GARFIELD AVE UNIT A	BARTONVILLE	IL	61607	309-697-2164
CHARLES	STANDLEY	STANDLEY & STANDLEY, INC.	106 E 4TH	BEARDSTOWN	IL	62618	217-323-5600
BRENDA	BRAUN		1140 DIXIE HWY STE 2	BEECHER	IL	60401	708-946-6700
PATRICIA	WILSON	WAGES, INC.	101 W MAIN ST	BENTON	IL	62812	618-439-4641
LISA	SCHRAGE	QUINT S CORPORATION	345 N WALNUT	BREESE	IL	62230	618-526-4730
HAYTHAM	HASHLAMOUN	AMERITAX SERVICE INC	8745 S HARLEM AVE	BRIDGEVIEW	IL	60455	708-237-4000
ANTONIO	ZABANEH	ZABANEH FRANCHISES LLC	123 N MAIN ST	CANTON	IL	61520	309-649-1750
CATHY	LINDNER	CATHY LINDNER INC	628 E WALNUT	CARBONDALE	IL	62901	618-457-0449
LYNNE SHELLI	WRIGHT-HARRIS ROW	DATA-BYTES, BSC ACCOUNTING INC.	110 CARLINVILLE PLAZA	CARLINVILLE	IL	62626	217-854-3411
LISA	SCHRAGE		18187 EULA MAE PKWY	CARLYLE	IL	62231	618-594-4183
CATHY	LINDNER	CATHY LINDNER INC	707 W OAK ST	CARMI	IL	62821	618-382-8281
CHARLES	STANDLEY	STANDLEY & STANDLEY, INC.	426 S MAIN ST	CARROLLTON	IL	62016	217-942-6714
MOLLY	JORDAN	DJM, INC.	3202 NW HWY	CARY	IL	60013	847-639-7711
JUDITH	MAY		23 S CENTRAL	CASEY	IL	62420	217-932-5236
LISA	SCHRAGE	QUINT S CORPORATION	315 E SECOND ST	CENTRALIA	IL	62801	618-545-0493
RONNY	PEARCE	PEARCE TAX&BUS SERV INC	638 W LINCOLN AVE	CHARLESTON	IL	61920	217-345-2202
CATHY	LINDNER	CATHY LINDNER INC	720 CHESTER CENTER	CHESTER	IL	62233	618-826-4397

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~MOHAMMAD~~	~~IQBAL~~	~~PREMIER TAX GROUP INC~~	~~3851 W ROOSEVELT RD~~	~~CHICAGO~~	~~IL~~	~~60624~~	~~773-940-1407~~
~~MOHAMMAD~~	~~IQBAL~~		~~5638 W ROOSEVELT RD~~	~~CHICAGO~~	~~IL~~	~~60644~~	~~773-261-2181~~
FAROOQ	BAWA	US FREEDOM TAX SERVICE	3925 W NORTH AVE	CHICAGO	IL	60647	773-342-9292
RAMI	HASHLAMOUN	DEVON BUSINESS GROUP INC	3050 W DEVON AVE	CHICAGO	IL	60659	773-338-3050
DALIA	KAINOVIC		2878 N MILWAUKEE AVE	CHICAGO	IL	60618	773-862-3090
~~ANTONIO~~	~~ZABANEH~~		~~110 PLAZA PARK~~	~~CHILlicoTHE~~	~~IL~~	~~61523~~	~~309-274-3661~~
CAROLYN	SICKMEIER	SCS BUSINESS SERVICES LLC	311 WEDGEWOOD SQ	COLUMBIA	IL	62236	618-281-7166
CANDACE	GSCHIEDLE	R&B SERVICES	14 CRYSTAL LAKE PLAZA	CRYSTAL LAKE	IL	60014	815-459-6960
~~ANTONIO~~	~~ZABANEH~~		~~1137 E ELDORADO ST~~	~~DECATUR~~	~~IL~~	~~62521~~	~~217-422-2836~~
~~ANTONIO~~	~~ZABANEH~~		~~3006 N WATER ST~~	~~DECATUR~~	~~IL~~	~~62526~~	~~217-877-0403~~
~~ANTONIO~~	~~ZABANEH~~		~~1453 W KING~~	~~DECATUR~~	~~IL~~	~~62522~~	~~217-422-3400~~
~~ANTONIO~~	~~ZABANEH~~		~~1910 S MT ZION RD~~	~~DECATUR~~	~~IL~~	~~62521~~	~~217-864-2225~~
SHARON	MERCER		JUNCTION CENTER, 818 W LINCOLN HWY	DEKALB	IL	60115	815-756-5382
SHARON	MERCER	TAXES PLUS, INC.	1309 N GALENA	DIXON	IL	61021	815-288-5433
BRENDA	CRAIG	CRAIG & KILMER PTNRS.	121 N HICKORY	DU QUOIN	IL	62832	618-542-5751
~~ANTONIO~~	~~ZABANEH~~		~~210 W WASHINGTON~~	~~EAST PEORIA~~	~~IL~~	~~61611~~	~~309-699-1612~~
CHERYL	JANSEN	CJ ACCOUNTING LLC	201 W JEFFERSON AVE	EFFINGHAM	IL	62401	217-347-7797
~~DONNA~~ ~~ROBY~~ ~~N~~	~~THOMSON~~ ~~GREEN~~ ~~FIELD~~	MT VERNON BUSINESS SERV	600 W MAIN	EL PASO	IL	61738	309-857-0041
H. RICHARD	OXFORD		890 4TH ST	ELDORADO	IL	62930	618-273-3744
DOROTHY	MURPHY		103 W EUREKA AVE	EUREKA	IL	61530	309-467-3811
TINA	TJARKS		128 E LOCUST	FAIRBURY	IL	61739	815-692-4477
CATHY	LINDNER	CATHY LINDNER INC	1411 W MAIN	FAIRFIELD	IL	62837	618-842-9332
JOHN	ZINK		127 E N AVE	FLORA	IL	62839	618-662-6806
THERESA	MEIER		624 W SOUTH ST	FREEPORT	IL	61032	815-235-3217
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~1597 N HENDERSON~~	~~GALESBURG~~	~~IL~~	~~61401~~	~~855-343-1040~~
MOLLY	JORDAN	DJM, INC.	701 PEARSON DR	GENOA	IL	60135	815-784-6615
TINA	TJARKS		617 S SANGAMON	GIBSON CITY	IL	60936	217-784-8921
H. RICHARD	OXFORD		115 N COMMERCIAL ST	HARRISBURG	IL	62946	618-252-6365
CANDACE	GSCHIEDLE	R&B SERVICES	215 FRONT ST	HARVARD	IL	60033	815-943-4645
DEBRA	MACKIE		302 W MAIN	HAVANA	IL	62644	309-543-0036
CATHY	LINDNER	CATHY LINDNER INC	1121 S PARK AVE STE 4	HERRIN	IL	62948	618-942-7711
DANIEL	BARNEY	CLARENCE BARNEY JR INC	12603 IL HWY 143, STE C	HIGHLAND	IL	62249	618-882-6580
GLENDA	PERKINS		311 S MAIN	HILLSBORO	IL	62049	217-532-3615
DANIEL	BARNEY	CLARENCE BARNEY JR INC	314 E MAIN ST	HOOPESTON	IL	60942	217-283-5178
REBECCA	KHOLLMAN	R&B SERVICES	12040 PRINCETON DR	HUNTLEY	IL	60142	847-669-8186
CHARLES	STANDLEY	STANDLEY & STANDLEY, INC.	117 S EAST ST	JACKSONVILLE	IL	62650	217-243-3724
~~LYNNE~~ ~~SHELLI~~	~~WRIGHT-HARRIS~~ ~~ROW~~	~~DATA-BYTES, BSC ACCOUNTING~~ ~~INC.~~	120 N STATE ST	JERSEYVILLE	IL	62052	618-498-6892
CATHY	LINDNER		201 W BROADWAY BLVD	JOHNSTON CITY	IL	62951	618-983-7071
SHARON	MERCER	TAXES PLUS, INC.	125 W S ST, STE 3	KEWANEE	IL	61443	309-852-3293
CANDACE	GSCHIEDLE	R&B SERVICES	~~2360 W ALGONQUIN RD~~ ~~281 N RANDALL RD~~	LAKE IN THE HILLS	IL	60156	847-658-6406
DAVID	AUGUSTINE	DAVID W AUGUSTINE, INC.	709 12TH ST	LAWRENCEVILLE	IL	62439	618-943-5331
DANIEL	BARNEY	CLARENCE BARNEY JR INC	1801 N KICKAPOO ST	LINCOLN	IL	62656	217-732-4121
JOEL	MANNING	MANNING AND SILVERMAN LTD	175 OLDE HALF DAY RD, STE 290	LINCOLNSHIRE	IL	60069	847-459-8850
SHELLI	CROW	BSC ACCOUNTING INC	104 E COLUMBIAN BLVD S	LITCHFIELD	IL	62056	217-324-6023
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~19 E SIDE SQUARE~~	~~MACOMB~~	~~IL~~	~~61455~~	~~309-837-2195~~

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
LOIS	EASTER	EASTER DEVELOPMENT INC.	114 S LOCUST	MANTENO	IL	60950	815-468-8931
MOLLY	JORDAN	DJM, INC.	117 S STATE ST	MARENGO	IL	60152	815-568-8053
CATHY	LINDNER		1303 ENTERPRISE WAY, STE D	MARION	IL	62959	618-997-1411
CATHY	LINDNER	CATHY LINDNER INC	~~3000 W DEYOUNG~~ <u>1110 N JOHNSON ST</u>	MARION	IL	62959	618-997-4541
LISA	SCHRAGE	QUINT S CORPORATION	213 E MAIN	MASCOUTAH	IL	62258	618-566-7220
RONNY	PEARCE	PEARCE TAX&BUS SERVS INC	CROSS COUNTY MALL, 700 BROADWAY E	MATTOON	IL	61938	217-234-2322
TINA	CRADDOCK		~~106108 W MAIN~~ <u>ST</u>	MC LEANSBORO	IL	62859	618-643-4246
SHARON	MERCER	TAXES PLUS, INC.	1313 MERIDEN ST	MENDOTA	IL	61342	815-539-7610
ROBYN	GREENFIELD	MT VERNON BUSINESS SERV	MT VERNON CENTER, 713 W MOUNT VERNON	METAMORA	IL	61548	309-857-0040
CATHY	LINDNER	CATHY LINDNER INC	704 E 5TH ST	METROPOLIS	IL	62960	618-524-3676
PATRICIA	JOHNSON		112 E WASHINGTON	MOMENCE	IL	60954	815-472-4724
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~211 N MAIN ST~~	~~MONMOUTH~~	~~IL~~	~~61462~~	~~309-734-4097~~
DANIEL	BARNEY	CLARENCE BARNEY JR INC	304 S MARKET ST, STE B	MONTICELLO	IL	61856	217-762-8494
~~ANTONIO~~	~~ZABANEH~~		~~945 W JACKSON~~	~~MORTON~~	~~IL~~	~~61550~~	~~309-266-9423~~
DAVID	AUGUSTINE	DAVID W AUGUSTINE, INC.	615 WALNUT	MOUNT CARMEL	IL	62863	618-262-5932
REBECCA	CLEMENS		2413 BROADWAY, UNIT 2	MOUNT VERNON	IL	62864	618-244-3627
REBECCA	CLEMENS		2413 BROADWAY	MOUNT VERNON	IL	62864	618-244-7077
JOSHUA	WOOD	J&S ~~FINANACIAL~~ <u>FINANCIAL</u> PTNRS INC	330 NORTH ST	MURPHYSBORO	IL	62966	618-687-1531
FATIMA	QUADRI	ACCTNG PERSPECTIVES, INC.	3344 S RTE 59 UNIT 116, RTE 59 S OF 95TH ST	NAPERVILLE	IL	60564	630-904-0918
LYNNE	WRIGHT-HARRIS	DATA BYTES, INC.	238 E ADAMS	NASHVILLE	IL	62263	618-327-8939
FATIMA	QUADRI	ACCOUNTANTS AND MORE INC	1816 E LINCOLN HWY	NEW LENOX	IL	60451	815-463-1208
JUDITH	MAY		107 S JACKSON	NEWTON	IL	62448	618-783-3921
DANIEL	BARNEY		107 E STATE	NOKOMIS	IL	62075	217-563-7514
JOHN	ZINK		1211 S WEST ST	OLNEY	IL	62450	618-395-3834
SHARON	MERCER	TAXES PLUS, INC.	1130 COLUMBUS ST	OTTAWA	IL	61350	815-433-1799
MARC	PAQUETTE	PAQUETTE & COMPANY LTD	1208 W NORTHWEST HWY	PALATINE	IL	60067	847-934-8900
RONNY	PEARCE	PEARCE TAX&BUS SERVS INC	210 W SECOND	PANA	IL	62557	217-562-5331
MICHELLE	LINNABARY		109 N CENTRAL	PARIS	IL	61944	217-466-6255
~~ANTONIO~~	~~ZABANEH~~		~~1629 BROADWAY~~	~~PEKIN~~	~~IL~~	~~61554~~	~~855-349-5840~~
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~CAMPUSTOWN SHOPPING CENTER, 1200 W MAIN STE 8~~	~~PEORIA~~	~~IL~~	~~61606~~	~~309-674-4832~~
~~ANTONIO~~	~~ZABANEH~~		~~EVERGREEN SHOP CTR, 801 W LAKE AVE STE 111~~	~~PEORIA~~	~~IL~~	~~61614~~	~~309-688-3686~~
~~ANTONIO~~	~~ZABANEH~~		~~NORTHPOINT SHOP CTR, 8839 N KNOXVILLE STE 9~~	~~PEORIA~~	~~IL~~	~~61615~~	~~309-692-2367~~
LOIS	EASTER		422 S GOVERNORS HWY, STE 15	PEOTONE	IL	60468	708-258-0277
SHARON	MERCER	TAXES PLUS, INC.	MIDTOWN PLAZA, 1400 MIDTOWN RD STE B	PERU	IL	61354	815-223-0349
DEBRA	MACKIE		108 E JACKSON	PETERSBURG	IL	62675	217-632-2515
REBECCA	CLEMENS		205 S WALNUT ST	PINCKNEYVILLE	IL	62274	618-357-6886
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~1256 W WASHINGTON~~	~~PITTSFIELD~~	~~IL~~	~~62363~~	~~217-285-6911~~
SHARON	MERCER	TAXES PLUS, INC.	115 E SOUTH ST	PLANO	IL	60545	630-552-4101
~~ROBYN~~ <u>DONN</u> <u>A</u>	~~GREENFIELD~~ <u>THO</u> <u>MSON</u>	MT VERNON BUSINESS SERV	215 N MILL	PONTIAC	IL	61764	815-842-2531
JULIE	CASSENS		13506 JULIE DR	POPLAR GROVE	IL	61065	815-765-3888
SHARON	MERCER	TAXES PLUS, INC.	1405 N MAIN ST	PRINCETON	IL	61356	815-875-3527
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~1235 BROADWAY~~	~~QUINCY~~	~~IL~~	~~62301~~	~~217-224-1040~~
~~ANTONIO~~	~~ZABANEH~~		~~1203 HARRISON ST~~	~~QUINCY~~	~~IL~~	~~62301~~	~~217-224-4010~~
~~ANTONIO~~	~~ZABANEH~~		~~307 N 36TH ST, STE 210B~~	~~QUINCY~~	~~IL~~	~~62301~~	~~217-223-8863~~
CATHY	LINDNER		118 S MAIN ST	RED BUD	IL	62278	618-282-6882

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
SHARON	MERCER	TAXES PLUS, INC.	1027 1ST AVE	ROCK FALLS	IL	61071	815-625-1808
~~CATHY~~ JENNI ~~FER~~	~~LINDNER~~ RECKING ~~ER~~	~~CATHY~~ — ~~LINDNER~~ RECKINGER, INC.	320 MAIN ST	ROSLARE	IL	62982	618-285-6808
SUE	KIES	K END K, INC.	857 E ROLLINS RD	ROUND LAKE BEACH	IL	60073	847-548-3623
CHARLES	STANDLEY		105 W WASHINGTON	RUSHVILLE	IL	62681	217-322-4066
JOHN	ZINK		631 S BROADWAY AVE	SALEM	IL	62881	618-548-3444
SHARON	MERCER	TAXES PLUS, INC.	116 S DAYTON	SANDWICH	IL	60548	815-786-2051
THOMAS	KNAUTZ	KNAUTZ, LTD	423 N MAIN ST	SAVANNA	IL	61074	815-273-1040
LISA	SCHRAGE		SCOTT AFB PLAZA, 809 SEIBERT RD	SCOTT AFB	IL	62225	618-744-9798
RONNY	PEARCE	PEARCE TAX&BUS SERVS INC	502 N CEDAR ST	SHELBYVILLE	IL	62565	217-774-3831
CATHY	LINDNER	CATHY LINDNER INC	1805 N MARKET ST, STE B	SPARTA	IL	62286	618-443-4108
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~SANGAMON CENTER NORTH, 1867 SANGAMON AVE~~	~~SPRINGFIELD~~	~~IL~~	~~62702~~	~~217-789-4100~~
~~ANTONIO~~	~~ZABANEH~~		~~2769 S 6TH ST~~	~~SPRINGFIELD~~	~~IL~~	~~62703~~	~~217-525-1040~~
~~ANTONIO~~	~~ZABANEH~~		~~830 S GRAND AVE~~	~~SPRINGFIELD~~	~~IL~~	~~62703~~	~~217-544-6801~~
~~ANTONIO~~	~~ZABANEH~~		~~NEAR NORTH CROSSING, 1150 N 5TH ST STE 3B~~	~~SPRINGFIELD~~	~~IL~~	~~62702~~	~~217-544-1361~~
~~ANTONIO~~	~~ZABANEH~~		~~WHITE OAKS PLAZA, 2857 S VETERANS PKWY~~	~~SPRINGFIELD~~	~~IL~~	~~62704~~	~~217-546-0319~~
~~ANTONIO~~	~~ZABANEH~~		~~HRB ONSITE, 830 S GRAND AVE~~	~~SPRINGFIELD~~	~~IL~~	~~62703~~	~~217-544-6801~~
~~LYNNE~~ SHELLI	~~WRIGHT-HARRIS~~ C ~~ROW~~	~~DATA-BYTES~~ , ~~BSC ACCOUNTING~~ INC.	230 E MAIN	STAUNTON	IL	62088	618-635-2100
THOMAS	KNAUTZ	KNAUTZ, LTD	215 E NORTH AVE	STOCKTON	IL	61085	815-947-2245
SHARON	MERCER	TAXES PLUS, INC.	218 E MAIN ST	STREATOR	IL	61364	815-672-2235
FATIMA	QUADRI	ACCTNG PERSPECTIVES, INC.	495 N SUGAR GROVE PKWY, STE F	SUGAR GROVE	IL	60554	630-466-0006
RONNY	PEARCE	PEARCE TAX&BUS SERVS INC	1207 S HAMILTON	SULLIVAN	IL	61951	217-728-4921
SHARON	MERCER	TAXES PLUS, INC.	ATRIUM OFFICE CENTER, 2600 DEKALB AVE STE A	SYCAMORE	IL	60178	815-758-0101
DANIEL	BARNEY	CLARENCE BARNEY JR INC	926 W SPRESSER	TAYLORVILLE	IL	62568	217-824-4131
LISA	SCHRAGE	QUINT S CORPORATION	485 E BROADWAY	TRENTON	IL	62293	618-224-7215
ALLEN	SCHRAD		701B S MAIN	TUSCOLA	IL	61953	217-253-5696
DANIEL	BARNEY	CLARENCE BARNEY JR INC	215 S FOURTH ST	VANDALIA	IL	62471	618-283-2737
JO ~~S~~ HUA	WOOD	<u>J&S FINANCIAL PTNRS INC</u>	523 E VINE HWY 146, STE D	VIENNA	IL	62995	618-658-6701
KRISTI	CRIDER	MEYER TAX PROFS INC	175 E JACKSON	VIRDEN	IL	62690	217-965-4443
THOMAS	KNAUTZ	KNAUTZ, LTD	142 E MAIN ST	WARREN	IL	61087	815-745-2650
~~ANTONIO~~	~~ZABANEH~~		~~34 CHERRY TREE SHOP CTR, RT 24 AND CUMMINGS RD- STE A7~~	~~WASHINGTON~~	~~IL~~	~~61571~~	~~309-444-9711~~
CATHY	LINDNER	CATHY LINDNER INC	638 N MARKET ST	WATERLOO	IL	62298	618-939-4000
GRACE	CARMICHAEL		1164 E WALNUT ST	WATSEKA	IL	60970	815-432-5155
FEROZE	HANIF	DAAFES FINAN SERVS INC	1430 N LEWIS AVE	WAUKEGAN	IL	60085	847-599-7700
CATHY	LINDNER	CATHY LINDNER INC	400 W MAIN ST	WEST FRANKFORT	IL	62896	618-937-1955
SY ~~E~~ D	ALI	US DIVERSE SOLUTIONS INC	10 S 642 KINGERY HWY <u>UNIT 2</u>	WILLOWBROOK	IL	60527	630-323-3066
MICHAEL	MICHELIN		27W093 GENEVA RD	WINFIELD	IL	60190	630-480-0274
CANDACE	GSCHIEDLE	R&B SERVICES	1390 S EASTWOOD DR	WOODSTOCK	IL	60098	815-338-3330
SHARON	MERCER	TAXES PLUS, INC.	664 W VETERANS PKWY, STE B	YORKVILLE	IL	60560	630-882-8671
BRENT	SHEA	SHEA TAX CONSULTING INC	2010 N WAYNE ST STE C	ANGOLA	IN	46703	260-665-1040
NANCY	MC CRACKEN	MCCRACKEN CORPORATION	2452 E US HWY 41	ATTICA	IN	47918	765-762-3050
ANDREW	BLAKLEY		7732 E US HWY 36	AVON	IN	46123	317-272-0407
MAURICE	TUTTLE	JCI TAX ASSOCIATES INC	512 E OLD PLANK RD	BARGERSVILLE	IN	46106	317-422-9778
WENDY	MEYER	ASWAN INC.	4 VILLAGE RD	BATESVILLE	IN	47006	812-934-4626
RONALD	MORTON		1192 US 27 N	BERNE	IN	46711	260-589-2616

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
MARGO	STANCZAK		1100 FRANKLIN AVE	BICKNELL	IN	47512	812-735-3430
DORIS	HERRING		9109 W HWY 45	BLOOMINGTON	IN	47403	812-825-5821
RONALD	MORTON		1248 S MAIN ST	BLUFFTON	IN	46714	260-824-3125
ROSALIND	GOSHEN		428 E NATIONAL AVE	BRAZIL	IN	47834	812-448-8088
LISA	KNEPP	L A K INC.	1205 A W PLYMOUTH ST	BREMEN	IN	46506	574-546-2440
WENDY	MEYER		512 MAIN ST	BROOKVILLE	IN	47012	765-647-5884
ANDREW	BLAKLEY	A BLAKLEY INC	967 N GREEN ST	BROWNSBURG	IN	46112	317-852-2097
CYNTHIA	PRUITT	CCP, LLC	24 W MAIN ST	CAMBRIDGE CITY	IN	47327	765-478-5223
CLAUDE	MARSHALL	MARSHALL SYSTS & SRVS INC	501 MARKET ST	CHARLESTOWN	IN	47111	812-256-6292
DEBRA	GRUZOSKY	DPG HOLDINGS, INC.	709-7 PLAZA DR	CHESTERTON	IN	46304	219-926-2223
BONNIE	ARNOLD		102 N MAIN ST	CHURUBUSCO	IN	46723	260-693-3285
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~914 EASTERN BLVD~~	~~CLARKSVILLE~~	~~IN~~	~~47129~~	~~812-288-5039~~
DORIS	HERRING		2 S MAIN ST	CLOVERDALE	IN	46120	765-795-3257
MICHELLE	KRAUSKOPF	JMK BAYERN LLC	543 A N LINE ST	COLUMBIA CITY	IN	46725	260-244-5040
~~KEVIN~~ SONDR A	~~SAYERS~~ BENNING TON	J&S TAX SERVICE, INC.	2024 N PARK RD	CONNERSVILLE	IN	47331	765-825-0306
NANCY	MC CRACKEN	MCCRACKEN CORPORATION	305 UNION ST	COVINGTON	IN	47932	765-793-2569
NANCY	MC CRACKEN	MC CRACKEN CORPORATION	COUNTRYSIDE PLAZA, 1444 DARLINGTON AVE	CRAWFORDSVILLE	IN	47933	765-362-4548
DEBRA	NICHOLS		9 N WALNUT	DALE	IN	47523	812-937-4210
ANDREW	BLAKLEY	A BLAKLEY INC	202 E MAIN ST	DANVILLE	IN	46122	317-745-6051
JOSEPH M	GREEN		829 N 13TH ST	DECATUR	IN	46733	260-724-3231
NANCY	MC CRACKEN	MC CRACKEN CORPORATION	1173 COMMERCIAL DR, STE B	DELPHI	IN	46923	765-564-3783
JILL	VOILES	CHIPS OFF OLD BLOCK INC	809 S HALLECK ST	DEMOTTE	IN	46310	219-987-4700
RONALD	MORTON		322 S MAIN ST	DUNKIRK	IN	47336	765-768-6788
MAURICE	TUTTLE	JCI TAX ASSOCIATES INC	15430 US 31 N	EDINBURGH	IN	46124	812-526-6907
SYBIL	KEACH	SWIBS FT BRANCH INC	1 RED BANK RD	FORT BRANCH	IN	47648	812-753-4920
~~KEVIN~~ ANDRE W	~~SAYERS~~ BLAKLEY	~~K&S TAX GROUP,~~ A BLAKLEY INC	26 S MAIN	FORTVILLE	IN	46040	317-485-5100
NANCY	MC CRACKEN	MC CRACKEN CORPORATION	252 E WALNUT ST	FRANKFORT	IN	46041	765-654-8524
DONALD	STIDHAM	ADS TAX SERVICE LLP	600 IRONWOOD DR STE K AND L	FRANKLIN	IN	46131	317-738-3324
BRENT	SHEA		119 E TOLEDO ST	FREMONT	IN	46737	260-665-1040
KAREN	PREMO	PREMIER TAX&BKPG SERV INC	8849 HWY 56 W	FRENCH LICK	IN	47432	812-936-9696
WANDA	FELL	FELL ACCT & ASSOC., INC.	7600 STATE RD 64 STE E	GEORGETOWN	IN	47122	812-951-3332
REGAN	LEHMAN	LEHMAN, HERSGBERGER & CO	301 W LINCOLN AVE	GOSHEN	IN	46526	574-533-8857
DAVID	OGLES	OGLES TAX INC	18 W MAIN ST	GREENFIELD	IN	46140	317-462-7178
WENDY	MEYER	ASWAN INC.	1801 N GREENSBURG CROSSING	GREENSBURG	IN	47240	812-663-7608
RONALD	MORTON		206 W MAIN ST	HARTFORD CITY	IN	47348	765-348-4440
JILL	VOILES	CHIPS OFF OLD BLOCK INC	201 N MAIN	HEBRON	IN	46341	219-996-4700
DARLENE	COLE		318 N GEIGER ST	HUNTINGBURG	IN	47542	812-683-5719
CHRISTINA	RANDALL	UNITED LIFE SERVICES INC	5170 W PIKE PLAZA RD	INDIANAPOLIS	IN	46254	317-388-1301
DARLENE	COLE		SOUTHGATE SHOPPING CENTER, 371 US 231 S	JASPER	IN	47546	812-634-1336
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~2903 E 10TH ST~~	~~JEFFERSONVILLE~~	~~IN~~	~~47130~~	~~812-288-8730~~
WILLIAM	GORMAN		19 S WASHINGTON	KNIGHTSTOWN	IN	46148	765-345-7246
NANCY	MC CRACKEN	MCCRACKEN CORPORATION	KNOX MALL, 1311 S HEATON ST	KNOX	IN	46534	574-772-2316
AMANDA	THURBER	MANDACO LLC	206 S MAIN ST, STE A	KOUTS	IN	46347	219-766-3200
BERTHA	BAKER		881 W EADS PKWY	LAWRENCEBURG	IN	47025	812-537-0170
BONNIE	ARNOLD		1430 LINCOLNWAY S STE 1	LIGONIER	IN	46767	260-894-3038

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
NANCY	MC CRACKEN	MCCRACKEN CORPORATION	340 MALL RD	LOGANSPOET	IN	46947	574-722-4060
MARGO	STANCZAK		200 S OAK	LOOGOOTE	IN	47553	812-295-2166
L JEAN	BRYAN	J.D. ASSOCIATES, INC.	417 CLIFTY DR	MADISON	IN	47250	812-265-2991
SUE	KERBER	THE MARENGO BRANCH, INC.	6913 E STATE RD 64	MARENGO	IN	47140	812-365-2934
BRYAN	COLLIER	BAC INCORPORATED	465 S MAIN ST	MARTINSVILLE	IN	46151	765-342-8120
KAREN	PREMO	PREMIER TAX&BKPG SERV INC	309 STATE RD 60 E	MITCHELL	IN	47446	812-849-4701
NANCY	MC CRACKEN	MCCRACKEN CORPORATION	902 N SIXTH ST, STE E2	MONTICELLO	IN	47960	574-583-2795
REBECCA	WILLARD		207 E HIGH ST	MOORESVILLE	IN	46158	317-831-7777
MERLYN	SCHROCK	NYLREM ENT. LLC, INC	156 W MARKET	NAPPANEE	IN	46550	574-773-4804
BRYAN	COLLIER	BAC INCORPORATED	91 GOULD ST	NASHVILLE	IN	47448	812-988-6591
LINDA	CURL		513 W MICHIGAN	NEW CARLISLE	IN	46552	574-654-3870
BRYAN	COLLIER	BAC INCORPORATED	219 N US 31	NEW WHITELAND	IN	46184	317-530-5216
GREGORY	HANVILLE	SWIBS NEWBURGH INC	8381 BELL OAKS DR	NEWBURGH	IN	47630	812-853-3232
SHIRLEY	HARRELL	HARRELL'S TAX SERVICE INC	116 N WALNUT ST	NORTH MANCHESTER	IN	46962	260-982-4535
JOHN	BRIDGEWATER		2202 N TOTTEN CIRCLE, UNIT C	NORTH VERNON	IN	47265	812-346-3234
RONALD	MORTON		243 E JACKSON ST	PARKER CITY	IN	47368	765-468-7864
STEVEN	BUCCI	LADDES, INC	120 W STATE ST	PENDLETON	IN	46064	765-778-2425
NANCY	MC CRACKEN	MCCRACKEN CORPORATION	633 W MAIN ST	PERU	IN	46970	765-473-4369
CATHY	LINDNER		200 N 6TH ST	PETERSBURG	IN	47567	812-354-6532
LISA	KNEPP	L A K INC.	PILGRIM PLACE SHOP CTR, 1434 PILGRIM LN	PLYMOUTH	IN	46563	574-936-4070
RONALD	MORTON		1510 N MERIDIAN ST, UNIT C	PORTLAND	IN	47371	260-726-4319
SANDRA	SANDERS	SANDRA SANDERS INC	105 N 2ND AVE	PRINCETON	IN	47670	812-385-2984
ELIZABETH	HOUSTON		224 W WASHINGTON ST	RENSSELAER	IN	47978	219-866-8761
DEBRA	NICHOLS		541 MAIN ST, UNIT B	ROCKPORT	IN	47635	812-649-2541
ANITA	KITE		305 W US HWY 36, PO BOX 162	ROCKVILLE	IN	47872	765-569-6639
~~KEVIN~~ <u>SONDR</u> <u>A</u>	~~SAYERS~~ <u>BENNING</u> <u>TON</u>	J&S TAX SERVICE, INC.	243 N MAIN	RUSHVILLE	IN	46173	765-932-2070
JANET	BOWLING	J BOWLING & ASSOCIATES	1335 S JACKSON ST	SALEM	IN	47167	812-883-1771
CLAUDE	MARSHALL	MARSHALL SYSTS & SRVS INC	122 HOMETOWN PLAZA	SELLERSBURG	IN	47172	812-246-9875
<u>RIGAN</u>	<u>LEHMAN</u>		<u>305 E MAIN ST</u>	<u>SHIPSHEWANA</u>	<u>IN</u>	<u>46565</u>	<u>260-768-4552</u>
~~WENDY~~	~~MEYER~~	~~SOUTHEASTERN TAX SERVICES~~	~~818 E STATE RD 44~~	~~SHELBYVILLE~~	~~IN~~	~~46176~~	~~317-392-3380~~
DORIS	HERRING		75 E FRANKLIN	SPENCER	IN	47460	812-829-3141
WENDY	MEYER		131 EASTERN AVE	SUNMAN	IN	47041	812-623-1310
~~BRENT~~	~~SHEA~~	~~SHEA TAX CONSULTING INC~~	~~605607 S HUNTINGTON ST, STATE RD 13~~	SYRACUSE	IN	46567	574-457-2685
SUE ANN	STROBEL SANDERS	SANDERS TAX GROUP LLC	731 MAIN ST	TELL CITY	IN	47586	812-547-5121
JACQUELINE	DVORCAK	JACKIECO INC.	310 W US HWY 6	VALPARAISO	IN	46385	219-762-7600
WENDY	MEYER		1305 S ADAMS ST STE C	VERSAILLES	IN	47042	812-689-6080
MARGO	STANCZAK		1203 MAIN ST	VINCENNES	IN	47591	812-882-8473
SHIRLEY	HARRELL	HARRELL'S TAX SERVICE INC	1343 N CASS ST	WABASH	IN	46992	260-563-4605
VICKI	SIMMONS		2580 WALTON BLVD	WARSAW	IN	46582	574-267-2940
VICKI	SIMMONS		3644 E COMMERCE DR	WARSAW	IN	46580	574-267-5375
CATHY	LINDNER	CATHY LINDNER INC	1717 S STATE RD 57 STE G	WASHINGTON	IN	47501	812-254-1041
AMY JO	HOOVER		121 E PEARL ST	WINAMAC	IN	46996	574-946-3832
RONALD	MORTON		817 E WASHINGTON ST	WINCHESTER	IN	47394	765-584-0912
PAUL	BRUNSON	TAXSERV INC	208 NE 14TH	ABILENE	KS	67410	785-263-4080
JAMES ERIC	GATES	JIM GATES AGENCY LP	101 W MAIN	ANTHONY	KS	67003	620-842-3741

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JENNIFER	BUHRMAN	S&N TAX SERVICES LLC	200 S SUMMIT	ARKANSAS CITY	KS	67005	620-442-4920
~~ROBERT~~ <u>MICHAEL</u>	KOCOUR	THE COMMERCE COMPANY	712 COMMERCIAL	ATCHISON	KS	66002	913-367-6231
~~KAREN~~ <u>JAMES</u> ~~S. ERIC~~	~~STRASSBURG~~ <u>GATES</u>	~~K&K FIN'L SERVICES, INC.~~	299 W 7TH	AUGUSTA	KS	67010	316-775-7331
~~CHARLES~~ <u>CECILIA</u>	~~PARRISH~~ <u>WOODS</u>		~~812~~ <u>2914</u> AMES ~~ST~~	BALDWIN CITY	KS	66006	785-594-2132
SHARON	MILLER		2321 MILITARY	BAXTER SPRINGS	KS	66713	620-856-3377
ROBERT	DAVIS	RD & VK DAVIS LLC	113 N MILL	BELOIT	KS	67420	785-738-5801
CARL	JOHNS		126 W 4TH	CANEY	KS	67333	620-879-2242
SAMATHA	LARNEY	SKL TAX SERVICE LLC	108 W MAIN	CHANUTE	KS	66720	620-431-0570
THOMAS	TYLER		308C E MAIN	CHERRYVALE	KS	67335	620-336-2750
WENDELL	WRIGHT		434 LINCOLN AVE	CLAY CENTER	KS	67432	785-632-2821
PAULA	CLOSS		502 W 12TH	COFFEYVILLE	KS	67337	620-251-1348
DELILAH	LEIKER	LILA'S ACCOUNTING INC	505 N FRANKLIN AVE, STE F	COLBY	KS	67701	785-462-6836
RANDY	HALE		209 W MAPLE	COLUMBUS	KS	66725	620-429-1040
ROBERT	DAVIS		1574 LINCOLN AVE	CONCORDIA	KS	66901	785-243-3400
LARRY	LANDGREN		316 W MAIN	COUNCIL GROVE	KS	66846	620-767-6799
DAVID	TARTER	TARTER, INC.	710 THIRD AVE	DODGE CITY	KS	67801	620-227-8031
ROBERT	DAVIS		800 MORGAN AVE	DOWNS	KS	67437	785-738-5801
KAREN	STRASSBURG	K & K ~~FIN'L~~ <u>FINANCIAL</u> ~~SERVICES, INC.~~	1430 W CENTRAL	EL DORADO	KS	67042	316-321-6960
JO	WIEBE	TAX ASSOCIATES, INC.	218 N DOUGLAS	ELLSWORTH	KS	67439	785-472-4322
SHEILA	BURENHEIDE	SHEMAR, INC.	729 W 6TH ST	EMPORIA	KS	66801	620-342-5787
~~KATHY~~ <u>JAMES</u> ~~S. ERIC~~	~~RAY~~ <u>GATES</u>		506 N MAIN <u>ST</u>	EUREKA	KS	67045	620-583-5690
DEBRA	ANDERSON	D ANDERSON INVESTMTS INC	515 S NATIONAL	FORT SCOTT	KS	66701	620-223-3590
JAMES ERIC	GATES		631 MONROE ST	FREDONIA	KS	66736	620-378-2826
DAVID	TARTER	TARTER & CO., INC.	921 KANSAS PLAZA	GARDEN CITY	KS	67846	620-276-2577
~~CHARLES~~ <u>CECILIA</u>	~~PARRISH~~ <u>WOODS</u>	~~CL PARRISH ENTERPR INC~~	812 E MAIN ST	GARDNER	KS	66030	913-884-4495
PATTY	RAMSEY		401 S OAK	GARNETT	KS	66032	785-448-6480
DELILAH	LEIKER	LILA'S ACCOUNTING INC	815 MAIN	GOODLAND	KS	67735	785-899-3022
ERIC	DOAN	DOAN FAMILY CORPORATION	2023 LAKIN	GREAT BEND	KS	67530	620-793-9361
JAMES ERIC	GATES		101 E MAIN	HARPER	KS	67058	620-896-7532
JANET	EHRLICH	JLDJ, INC.	2707 VINE ST STE 12	HAYS	KS	67601	785-625-6316
~~LARRY~~ <u>MATT</u> ~~HEW~~	~~LANDGREN~~ <u>ROSS</u>		10 W MAIN	HERINGTON	KS	67449	785-258-2823
PAULA	STRASHEIM		705 OREGON	HIAWATHA	KS	66434	785-742-3162
KATHLEEN	BEARD		101 E MAIN ST	HILL CITY	KS	67642	785-421-8187
THOMAS	EYESTONE	TRE, INC.	100 W 5TH ST STE 100	HOLTON	KS	66436	785-364-3537
JO	WIEBE	TAX ASSOCIATES, INC.	29 W 2ND	HUTCHINSON	KS	67501	620-662-5321
JO	WIEBE		1429 N LORRAINE	HUTCHINSON	KS	67501	620-664-6916
THOMAS	TYLER		101 E MAIN	INDEPENDENCE	KS	67301	620-331-4940
MELODY	SNESRUD		901 N STATE ST	IOLA	KS	66749	620-365-2141
WENDELL	WRIGHT		701 W 6TH ST	JUNCTION CITY	KS	66441	785-238-3742
WENDELL	WRIGHT		1229 N WASHINGTON	JUNCTION CITY	KS	66441	785-238-1040
~~JAMES~~ <u>ERIC</u>	~~GATES~~		~~317~~ <u>N MAIN ST</u>	~~KINGMAN~~	~~KS~~	~~67068~~	~~620-532-5342~~

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JAMES ERIC	GATES		240 N MAIN ST STE A	KINGMAN	KS	67068	620-532-3171
DAVID	TARTER	TARTER & ASSOCIATES INC	~~422 BROADWAY STE 33~~ <u>24 MAIN ST</u>	LARNED	KS	67550	620-285-2645
JESUS	CONTRERAS		48 VILLAGE PLAZA	LIBERAL	KS	67901	620-624-7691
~~CHARLES~~ <u>CEC ELIA</u>	~~PARRISH~~ <u>WOODS</u>		1266 W AMITY	LOUISBURG	KS	66053	913-837-5418
JO	WIEBE	TAX ASSOCIATES, INC.	130 E AVE S	LYONS	KS	67554	620-257-3322
THOMAS	EYESTONE	TRE, INC.	MANHATTAN CROSSING, 634 TUTTLE CREEK BLVD	MANHATTAN	KS	66502	785-776-7531
THOMAS	EYESTONE		VILLAGE PLAZA, 3047 ANDERSON AVE	MANHATTAN	KS	66503	785-587-5207
THOMAS	EYESTONE	TRE, INC.	907 BROADWAY	MARYSVILLE	KS	66508	785-562-5616
FRANCES	LARE		111 N MAIN, PO BOX 943	MCPHERSON	KS	67460	620-241-5822
PAUL	BRUNSON	TAXSERV INC	CENTRAL NATIONAL BANK BLDG, 105 E BROADWAY	NEWTON	KS	67114	316-283-1495
KATHLEEN	BEARD		912 N STATE ST	NORTON	KS	67654	785-877-4096
SHEILA	BURENHEIDE		514 MARKET ST	OSAGE CITY	KS	66523	785-528-3612
~~CHARLES~~ <u>CEC ELIA</u>	~~PARRISH~~ <u>WOODS</u>		501 MAIN	OSAWATOMIE	KS	66064	913-755-4040
~~CHARLES~~ <u>CEC ELIA</u>	~~PARRISH~~ <u>WOODS</u>		2334 S PRINCETON	OTTAWA	KS	66067	785-242-1040
CHARLES	PARRISH	<u>CL PARRISH ENTERPR INC</u>	12980 METCALF AVE, STE 305	OVERLAND PARK	KS	66213	913-451-4400
~~CHARLES~~ <u>CEC ELIA</u>	~~PARRISH~~ <u>WOODS</u>		1304 KANSAS DR	PAOLA	KS	66071	913-294-3333
JAMES ERIC	GATES		1519 MAIN ST	PARSONS	KS	67357	620-421-2850
KATHLEEN	BEARD		784 4TH	PHILLIPSBURG	KS	67661	785-543-2239
ERIC	DOAN	DOAN FAMILY CORPORATION	120 S MAIN	PRATT	KS	67124	620-672-6065
~~VINETTE~~	~~DAVIS~~	<u>TAXIAM, INC</u>	<u>1103 W CRAWFORD ST, STE F</u>	<u>SALINA</u>	<u>KS</u>	<u>67401</u>	<u>785-827-5817</u>
~~VINETTE~~	~~DAVIS~~		<u>1103 W CRAWFORD STE F</u>	<u>SALINA</u>	<u>KS</u>	<u>67401</u>	<u>785-827-5817</u>
BRENDA	TUCKER		413 S MAIN	SCOTT CITY	KS	67871	620-872-5879
NANCY	SHAFFER		104 E KS AVE	SMITH CENTER	KS	66967	785-282-6755
~~CHARLES~~ <u>CEC ELIA</u>	~~PARRISH~~ <u>WOODS</u>		22394 S HARRISON	SPRING HILL	KS	66083	913-592-0009
MELISSA	STURM		102 S MAIN	ULYSSES	KS	67880	620-356-4857
THOMAS	EYESTONE	TRE, INC.	1705 COMMERCIAL CIRCLE, STE 3	WAMEGO	KS	66547	785-456-2530
~~LIBBY~~ <u>JAMES ERIC</u>	~~LEMASTER~~ <u>GATES</u>		517 N G	WELLINGTON	KS	67152	620-326-5421
JENNIFER	BUHRMAN	S&N TAX SERVICES LLC	809 MAIN	WINFIELD	KS	67156	620-221-3870
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	807 N CROSS ST	ALBANY	KY	42602	606-387-4997
TAMARA	AMMERMAN	AMMERMAN FIN'L CONSUL LLC	113 MAIN ST	AUGUSTA	KY	41002	606-756-2520
PEGGY	SMITH	CHRISTIE'S FIN'C'L GROUP	1263 US 25E S STE B	BARBOURVILLE	KY	40906	606-546-4318
TIMOTHY	STEPHENS		20 DARCH AVE	BEATTYVILLE	KY	41311	606-464-3709
CYNTHIA	JOHNSON	DAYSPRING ENTERPRISES INC	1850 NORTHSIDE PLAZA, HWY 231	BEAVER DAM	KY	42320	270-274-7876
CYNTHIA	JOHNSON		3700 MERLE TRAVIS HWY	BEECHMONT	KY	42323	270-476-8959
ANGELA	POWELL	ADPOWELL, INC.	88 B COMMERCE BLVD	BENTON	KY	42025	270-527-9952
GARY	CAMPBELL	CAMPBELL FIN'L SERV. INC.	210 N BROADWAY, STE 4	BEREA	KY	40403	859-986-9892
JOYCE	HILL	JM HILL INC	37 COMMERCE ST, BOX 2	CADIZ	KY	42211	270-522-3077
MARY	CONRAD		340 W 1ST ST	CALHOUN	KY	42327	270-273-3102
FAYETTA	WOOSLEY	V&W TAX SERVICE, INC.	431 MAIN ST	CARROLLTON	KY	41008	502-732-5981
LAMARILUS	PEACE		1603 W EVERLY BROS BLVD, STE 3	CENTRAL CITY	KY	42330	270-754-5230
TAMARA	AMMERMAN	AMMERMAN FIN'L CONSUL LLC	3955 ALEXANDRIA PIKE	COLD SPRING	KY	41076	859-442-0563
LINDA	FITZPATRICK		340 OFFICE PARK DR	COLUMBIA	KY	42728	270-384-2343

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
PATRICK	MANROSE	MANCOR FINANCIAL SER. INC	TRADEMART SHOPPING CENTER, 14659 N US HWY 25-E STE 14	CORBIN	KY	40701	606-528-5038
MARILYN	BRADLEY		5801 HWY 329 BYPASS	CRESTWOOD	KY	40014	502-241-1392
PEGGY	SMITH	KNOX FIN'L SERVICES INC	2005 E MAIN ST	CUMBERLAND	KY	40823	606-589-5325
ZACKARY	FRYMAN		930 HWY 27 STE 6	CYNTHIANA	KY	41031	859-234-4370
LENORA	FERRELL	DANVILLE HRB, INC	216 BRENT AVE	DANVILLE	KY	40422	859-236-3281
LAMARILUS	PEACE		101 E RAILROAD AVE	DAWSON SPRINGS	KY	42408	270-797-8919
DARRIN	CHAPMAN	DC ENTERPRISES INC	410 NEWMAN CIRCLE	EDDYVILLE	KY	42038	270-388-9454
DIANE	WHITE	HARRIS BKPG & TAX SER INC	120 E STOCKTON ST	EDMONTON	KY	42129	270-432-0087
STACY	FROMAN		5630 S MAIN ST	EMINENCE	KY	40019	502-845-4163
STACY	FROMAN	STACY FROMAN INC	10607 W MANSICK RD	FAIRDALE	KY	40118	502-361-5351
TAMARA	AMMERMAN	AMMERMAN FIN'L CONSUL LLC	1311 W SHELBY	FALMOUTH	KY	41040	859-654-6095
MICHAEL	CURTIS	RICE LEGACY LLC	5719 BARDSTOWN RD	FERN CREEK	KY	40291	502-239-5975
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE, INC.~~	~~RPG CENTER, RT 11 BYPASS BLDG B~~	~~FLEMINGSBURG~~	~~KY~~	~~41041~~	~~606-849-3174~~
ANN	CRANK		203 EASTWOOD SHOPPING CTR	FRANKFORT	KY	40601	502-695-7444
ANN	CRANK		1300 US HWY 127 S, STE C	FRANKFORT	KY	40601	502-352-2732
BETTY	DITMORE	JABET, INC	125 HILL CREST	FRANKLIN	KY	42134	270-586-6563
MARILYN	BRADLEY	CKMN, INC DBA H&R BLOCK	MCMEEKIN PLAZA, 808 S BROADWAY	GEORGETOWN	KY	40324	502-863-4492
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE, INC.~~	~~212 E MAIN ST~~	~~GRAYSON~~	~~KY~~	~~41143~~	~~606-474-5147~~
CYNTHIA	JOHNSON	DAYSRING ENTERPRISES INC	140 N MAIN ST	GREENVILLE	KY	42345	270-338-4570
PENELOPE	CRITCHELOW	CRITCHELOW TAX SERV INC	1117 OLD HWY 60	HARDINSBURG	KY	40143	270-756-2265
PEGGY	SMITH	KNOX FIN'L SERVICES INC	303 INDUSTRIAL PARK RD	HARLAN	KY	40831	606-573-2691
GARY	CAMPBELL	CAMPBELL FIN'L SERV. INC.	1028 N COLLEGE, STE 2	HARRODSBURG	KY	40330	859-734-7330
DEBRA	NICHOLS		550 ROBERTSON ST	HAWESVILLE	KY	42348	270-927-6521
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~54 DANIEL BOONE PLAZA~~	~~HAZARD~~	~~KY~~	~~41701~~	~~606-436-0984~~
STACY	FROMAN	STACY FROMAN INC	1679 OLD PRESTON HWY, STE 20	HILLVIEW	KY	40129	502-957-4067
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~135 COW TOWN RD~~	~~HINDMAN~~	~~KY~~	~~41822~~	~~606-785-5031~~
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~23215 HWY 421, N STE 2~~	~~HYDEN~~	~~KY~~	~~41749~~	~~606-672-2388~~
TIMOTHY	STEPHENS		379 RICHMOND RD	IRVINE	KY	40336	606-723-5252
~~REFA~~	~~KURTZ~~	~~GOOD LIFE, INC.~~	~~1550 HWY 15 S, STE 1~~	~~JACKSON~~	~~KY~~	~~41339~~	~~606-666-4031~~
MARILYN	BRADLEY	MARILYN KLEE BRADLEY, INC	1204 MARKET ST	LA GRANGE	KY	40031	502-222-1957
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	116 PLEASANT RETREAT PLAZA	LANCASTER	KY	40444	859-792-4548
MICHAEL	CURTIS	RICE LEGACY LLC	1085 EAGLE LAKE DR, STE 10	LAWRENCEBURG	KY	40342	502-839-7006
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~1301 WINCHESTER DR, STE 33~~	~~LEXINGTON~~	~~KY~~	~~40505~~	~~859-252-1862~~
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~3090 TODDS RD, STE 140~~	~~LEXINGTON~~	~~KY~~	~~40509~~	~~859-263-2576~~
JANICE	ATWOOD		436 N WALLACE WILKINSON BLVD	LIBERTY	KY	42539	606-787-9604
PATRICK	MANROSE	MANCOR FINANCIAL SER. INC	156 LONDON SHOPPING CENTER	LONDON	KY	40741	606-864-7321
PATRICK	MANROSE		93 CVB DR	LONDON	KY	40741	606-878-1441
PATRICK	MANROSE		1628 S LAUREL RD	LONDON	KY	40744	606-878-7757
~~GEORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~7702 PRESTON HWY, STE C~~	~~LOUISVILLE~~	~~KY~~	~~40219~~	~~502-966-0202~~
MICHAEL	CURTIS	RICE LEGACY LLC	4506 BARDSTOWN RD	LOUISVILLE	KY	40218	502-361-1111
NYENATEE	MONGER	MONGER & COMPANY LLC	1857 BERRY BLVD	LOUISVILLE	KY	40215	502-275-5586
LAMARILUS	PEACE		160 MADISON SQUARE	MADISONVILLE	KY	42431	270-821-7236
LAMARILUS	PEACE		MARTIN MALL, 1070 THORNBERRY DR	MADISONVILLE	KY	42431	270-821-4209
PEGGY	SMITH		411 RICHMOND RD	MANCHESTER	KY	40962	606-598-8425
~~CATHY~~ ~~JENNI~~ ~~FER~~	~~LINDNER~~ ~~RECKING~~ ~~ER~~	~~CATHY~~ ~~LINDNER~~ ~~RECKINGER~~ ~~INC.~~	210 S MAIN	MARION	KY	42064	270-965-3001

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JAMEY	POWELL	LEGACY II INC	1102 E PARIS RD, STE 3	MAYFIELD	KY	42066	270-247-7007
~~RIFA~~	~~KURTZ~~	~~GOOD LIFE, INC.~~	~~225 WALMART WAY~~	~~MAYSVILLE~~	~~KY~~	~~41056~~	~~606-759-0255~~
~~RIFA~~	~~KURTZ~~		~~13 E 2ND ST~~	~~MAYSVILLE~~	~~KY~~	~~41056~~	~~606-564-7700~~
PATRICK	MANROSE	MANCOR FINANCIAL SER. INC	2109 CUMBERLAND AVE	MIDDLESBORO	KY	40965	606-248-1300
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	1215 N MAIN ST, STE 7	MONTICELLO	KY	42633	606-348-6441
~~CATHY JENNI~~ ~~FER~~	~~LINDNER~~ ~~RECKING~~ ~~ER~~	~~CATHY~~ ~~LINDNER~~ ~~RECKINGER~~ ~~INC.~~	111 W MAIN ST	MORGANFIELD	KY	42437	270-389-4712
CYNTHIA	JOHNSON	DAYSRING ENTERPRISES INC	108 ASHLEY PLAZA CIRCLE	MORGANTOWN	KY	42261	270-526-5456
GARY	CAMPBELL		480 W MAIN ST	MOUNT VERNON	KY	40456	606-256-9150
THOMAS	POWELL	LEGACY II INC	CHESTNUT HILLS SHOP CTR, 712 N 12TH	MURRAY	KY	42071	270-753-9204
PAT	SULLIVAN JR	SULLIVAN SERVICES, INC.	ORCHARD CENTER, 980 N MAIN	NICHOLASVILLE	KY	40356	859-887-1783
LAMARILUS	PEACE		216 N HOPKINSVILLE ST	NORTONVILLE	KY	42442	270-676-3256
CHRISTY	BROWN		133 TOM T HALL BLVD	OLIVE HILL	KY	41164	606-286-5327
DEBRA	NICHOLS		3189 FAIRVIEW DR, STE C	OWENSBORO	KY	42303	270-683-5014
DEBRA	NICHOLS		3333 FREDERICA ST STE 9	OWENSBORO	KY	42303	270-684-1040
TIMOTHY	STEPHENS		74 MAIN ST W	OWINGSVILLE	KY	40360	606-674-8125
ANNDRU	GAMBILL		2206 MARTIN LUTHER KING JR BLV	PARIS	KY	40361	859-987-3100
PATRICK	MANROSE		113 E KENTUCKY AVE	PINEVILLE	KY	40977	606-337-6802
DARRIN	CHAPMAN	DC ENTERPRISES INC	1011-C W MAIN ST	PRINCETON	KY	42445	270-365-9484
~~CATHY JENNI~~ ~~FER~~	~~LINDNER~~ ~~RECKING~~ ~~ER~~	~~CATHY~~ ~~LINDNER~~ ~~RECKINGER~~ ~~INC.~~	2231 WESTERFIELD DR	PROVIDENCE	KY	42450	270-667-5975
GARY	CAMPBELL	CAMPBELL FIN'L SERV. INC.	642 UNIVERSITY SHOPPING CTR	RICHMOND	KY	40475	859-623-9265
GARY	CAMPBELL		2130 LEXINGTON RD, STE D	RICHMOND	KY	40475	859-625-0495
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	KEY VILLAGE, 2329 LAKEWAY STE H	RUSSELL SPRINGS	KY	42642	270-866-2362
JAMES	STRAIN	STRAIN & STRAIN, INC.	1808 OLD GALLATIN RD	SCOTTSVILLE	KY	42164	270-237-4641
LAMARILUS	PEACE	PEACE FAMILY LIVING TRUST	362 US HWY 41 N	SEBREE	KY	42455	270-835-2981
STACY	FROMAN	A FIRM FOUNDATION	164 FRANKFORT RD	SHELBYVILLE	KY	40065	502-633-5950
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	67 CREEK TER, STE A	SOMERSET	KY	42503	606-679-4591
ROSEZELL	WADDLE		4311 S HWY 27, STE 4	SOMERSET	KY	42501	606-451-0789
ROSEZELL	WADDLE	RJ TAX SERVICE, INC.	200 LACY ST	STANFORD	KY	40484	606-365-1270
TIMOTHY	STEPHENS		120 S MAIN	STANTON	KY	40380	606-663-5935
MICHAEL	CURTIS		95 SETTLERS CENTER	TAYLORSVILLE	KY	40071	502-477-2113
JAMES	STRAIN	STRAIN & STRAIN, INC.	90 EXECUTIVE DR, STE C	TOMPKINSVILLE	KY	42167	270-487-1139
PAT	SULLIVAN JR	SULLIVAN SERVICES, INC.	213 N MAIN	VERSAILLES	KY	40383	859-873-8313
~~GIORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~1778 W MAIN ST~~	~~WEST LIBERTY~~	~~KY~~	~~41472~~	~~606-743-1272~~
~~GIORGINA~~	~~STAMPER~~	~~GOOD LIFE TOO, INC.~~	~~104 WHITESBURG PLAZA~~	~~WHITESBURG~~	~~KY~~	~~41858~~	~~606-633-0080~~
JOHN	SANDIDGE	ONE COR FOUR TWO INC	760 N HWY 27, STE 2	WHITLEY CITY	KY	42653	606-376-8390
PATRICK	MANROSE		965 S US 25W STE 26	WILLIAMSBURG	KY	40769	606-549-5668
DAWN	LE BLANC	ACDP LLC	~~2702 SOUTH DR, HWY 14 BYPASS~~ <u>2635 VETERANS</u> <u>MEMORIAL DR</u>	ABBEVILLE	LA	70510	337-893-1363
PHILLIP	JONES		6021 MER ROUGE RD	BASTROP	LA	71220	318-281-1354
MELISSA	GOURGUES	PARRISH CLAIRE LLC	433 S COLUMBIA ST	BOGALUSA	LA	70427	985-735-8386
SHIRLEY	BABB TAUZIN		115 COURTHOUSE ST	BREAUX BRIDGE	LA	70517	337-332-1040
DARLENE	GILBERT	DARLENE GILBERT, INC.	7206 HWY 165	COLUMBIA	LA	71418	318-649-2832
FAY	PAYNE	PAYNE & PAYNE LLC	1200 BUSINESS HWY 190 STE 42	COVINGTON	LA	70433	985-892-0651
PAM	SCHEXNAYDER	P SCHEXNAYDER LLC	14046 W MAIN, STE B	CUT OFF	LA	70345	985-693-1040
KELLY	ESTIS		710 FIRST ST	DELHI	LA	71232	318-878-5409

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
EDWARD	WILCOX		1002 E 4TH ST	DEQUINCY	LA	70633	337-786-4572
PHILLIP	JONES	LONE PELICAN SERVICES INC	1010 STERLINGTON HWY	FARMERVILLE	LA	71241	318-368-8686
KELLY	ESTIS		1411 EE WALLACE BLVD	FERRIDAY	LA	71334	318-757-6218
DENISE	KARNS		1812 1/2 MAIN ST	FRANKLIN	LA	70538	337-828-9588
KAYE	ORMAN		1041 MAIN ST	FRANKLINTON	LA	70438	985-839-9442
CAROLYN	FAZZIO	FAZZIO SERVICES LLC	1223 E WEBER CITY ST	GONZALES	LA	70737	225-647-7886
CAROLYN	FAZZIO		625 S BURNSIDE AVE	GONZALES	LA	70737	225-644-2553
GWEN	KENNEDY	KENNEDY SERVICES INC	327 E MAIN ST	GRAMERCY	LA	70052	225-869-8024
~~KIM~~	~~SANTIAGO~~	~~MAX TAX LLC~~	~~781 BEHRMAN HWY~~	~~GRETNA~~	~~LA~~	~~70056~~	~~504-240-2200~~
DEBORAH	BOOKER		9858 HWY 79	HAYNESVILLE	LA	71038	318-624-3067
KRISHONDRA	NOEL	CREDIT CONSULTATIVE LLC	7717 MAIN ST	HOUMA	LA	70360	888-815-7764
PHILLIP	JONES	LONE PELICAN SERVICES INC	3504 W OAK ST	JENA	LA	71342	318-992-6636
PHILLIP	JONES	LONE PELICAN SERVICE INC	190 OLD WINNFELD RD	JONESBORO	LA	71251	318-259-3943
PHILLIP	JONES	LONE PELICAN SERVICES INC	422 MAIN ST	JONESVILLE	LA	71343	318-339-7035
THERESA	MENARD		900 N CUSHING AVE	KAPLAN	LA	70548	337-643-8449
JACKIE	MOTT		826 4TH AVE	KINDER	LA	70648	337-738-3220
ELIZABETH	MAY	TAX KREWE LLC	232 BELLE TERRE BLVD, STE C	LAPLACE	LA	70068	985-652-5310
MELISSA	GOURGUES	PARRISH CLAIRE LLC	3403 ~~HWY~~ US-190	MANDEVILLE	LA	70471	985-626-4256
LYNDA	SPILLYARDS	S&S ACCTG SERVS LLC	215 FISHER RD	MANY	LA	71449	318-256-9416
GAYLE	EDWARDS	MERCI BABOO, LLC	119 W TUNICA	MARKSVILLE	LA	71351	318-240-7400
DENISE	KARNS		6417 HWY 182	MORGAN CITY	LA	70380	985-385-2939
~~LYNDA~~	~~SPILLYARDS~~	~~S&S ACCTG SERVS LLC~~	~~408 -410 TEXAS ST~~	~~NATCHITOCHES~~	~~LA~~	~~71457~~	~~318-356-9555~~
JAMES	VIDRINE		219 E FIFTH AVE	OAKDALE	LA	71463	318-335-0880
MELISSA	GOURGUES		64519 HWY 41, STE 2	PEARL RIVER	LA	70452	985-863-2774
CARLA	CHARTIER	CBC TAX SERVICES INC.	26271 HWY 23	PORT SULPHUR	LA	70083	504-564-0065
LEE	THIBODEAUX	L D THIBODEAUX, INC	4071 HWY 1	RACELAND	LA	70394	985-537-3255
KELLY	ESTIS		806-E LOUISA	RAYVILLE	LA	71269	318-728-6767
DEBORAH	BOOKER		1302 S ARKANSAS ST	SPRINGHILL	LA	71075	318-539-9141
THERESA	LORENZ		722 JOHNSON ST	TALLULAH	LA	71282	318-574-5888
KELLY	ESTIS		1109 CARTER ST, STE 7	VIDALIA	LA	71373	318-336-7417
DARLENE	SOILEAU		247 E MAIN ST	VILLE PLATTE	LA	70586	337-363-1415
PATSY	CARTER		713 PRAIRIE ST	WINNSBORO	LA	71295	318-435-2575
MICHAEL	TOKLA		460 WAQUOIT HWY	EAST FALMOUTH	MA	2536	508-548-6676
MICHAEL	TOKLA		TEATICKET PLAZA, 236 TEATICKET HWY	EAST FALMOUTH	MA	2536	508-495-9513
~~NICHOLAS~~	~~RESTUCCIA~~		~~392 MAIN ST~~	~~HAVERHILL~~	~~MA~~	~~1830~~	~~978-372-1192~~
CARLOS	MARTE	UNIVERSAL TAX SERVICES	460 HAVERHILL ST	LAWRENCE	MA	1841	978-689-3199
OLIVIA	LY	PORLAY TAX SERVICES INC	336 WESTFORD ST STE 2	LOWELL	MA	1851	978-735-2031
MICHAEL	TOKLA		30B FALMOUTH RD	MASHPEE	MA	2649	508-477-5646
EDWARD	BONACCORSI II	TAX PREP SERVS INC	154 HAVERHILL ST, 2ND FLOOR	METHUEN	MA	1844	978-540-0829
~~JOSEPH~~	~~MCLAUGHLIN~~		~~14 SURFSIDE DR~~ ~~135 A OLD SOUTH RD~~	NANTUCKET	MA	2554	508-325-7745
DENNIS	ROGERS	M V SERVICES, INC.	97 CIRCUIT AVE	OAK BLUFFS	MA	2557	508-693-7722
TIMOTHY	GERMANN		85 RTE 6A	ORLEANS	MA	2653	508-255-4924
NICHOLAS	RESTUCCIA	RIZZO & RESTUCCIA, PC	100 CORPORATE PL, STE 500	PEABODY	MA	1960	978-535-7400
MICHAEL	TOKLA		331 COTUIT RD, UNIT 35	SANDWICH	MA	2563	508-833-9091
TIMOTHY	GERMANN		23 RTE 134, COBBLESTONE COURT II	SOUTH DENNIS	MA	2660	508-398-9880
ALFRED	SMITH		1198 MAIN ST RTE 28	SOUTH YARMOUTH	MA	2664	508-398-6084
ANTHONY	MARASCHIELLO		479 MAIN ST	WOBURN	MA	1801	781-933-2433

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JAMES	MORGAN III	LEGMOR INC	108 OLD SOLOMONS IS RD, STE U1	ANNAPOLIS	MD	21401	410-266-8633
JAMES	MORGAN III		108 OLD SOLOMONS ISLAND RD U-2	ANNAPOLIS	MD	21401	410-266-8633
~~JAMES~~	~~MORGAN III~~		~~839 BESTGATE RD, STE 400~~	~~ANNAPOLIS~~	~~MD~~	~~21401~~	~~410-224-5730~~
JAMES	MORGAN III		1298 BAY DALE DR, STE 200	ARNOLD	MD	21012	410-757-6957
~~JOHN~~	~~GREGORY~~	~~JTG ENTERPRISES INC~~	~~226 N PACA ST, STE A~~	~~BALTIMORE~~	~~MD~~	~~21201~~	~~410-837-1040~~
ELIZABETH	NORRIS		10832 OCEAN GATEWAY	BERLIN	MD	21811	410-641-1040
~~CHRISTADON~~ ~~AJD~~	~~BOYERFAHNESTO~~ ~~CK JR~~	C&J CRIMSON PRIDE INC	16 S MAIN ST	BOONSBORO	MD	21713	301-432-5880
LORI	DAGENHART		BRUNSWICK SHOPPING CENTER, 62 SOUDER RD	BRUNSWICK	MD	21716	301-834-7426
CHERYL	HURD	CS HURD CENTREVILLE LLC	510 CHURCH HILL RD	CENTREVILLE	MD	21617	410-758-2673
CHERYL	HURD		3 CHESTER PLAZA	CHESTER	MD	21619	410-643-3207
CHERYL	HURD	CS HURD, LLC	301 MORGNEC RD	CHESTERTOWN	MD	21620	410-778-4272
M.C.	BREWER		914 W MAIN ST	CRISFIELD	MD	21817	410-968-2208
~~CHRISTADON~~ ~~AJD~~	~~BOYERFAHNESTO~~ ~~CK JR~~	C&J CRIMSON PRIDE INC	223 N MARKET ST	FREDERICK	MD	21701	301-662-6354
~~CHRISTADON~~ ~~AJD~~	~~BOYERFAHNESTO~~ ~~CK JR~~		1041 W PATRICK ST	FREDERICK	MD	21702	301-662-2720
~~CHRISTADON~~ ~~AJD~~	~~BOYERFAHNESTO~~ ~~CK JR~~		EVERGREEN SQUARE UNIT 27, 5732 BUCKEYSTOWN PIKE	FREDERICK	MD	21704	301-668-1039
JOHN	BENNETT JR		ROBERTS FIELD SHOPPING CENTER, 721 HANOVER PIKE	HAMPSTEAD	MD	21074	410-374-6060
~~MICHAEL~~	~~CANET~~	~~PROSTATIS TAX LLC~~	~~7580 BUCKINGHAM BLVD, STE 180~~	~~HANOVER~~	~~MD~~	~~21076~~	~~410-472-1040~~
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	BURTONS PLAZA, 1223D NATIONAL HWY	LAVALLE	MD	21502	301-722-7100
BRIAN	TAYLOR	O.U.R. CORP.	21815 THREE NOTCH RD, STE 1	LEXINGTON PARK	MD	20653	301-862-1040
JOHN	BENNETT JR		3208 MAIN ST	MANCHESTER	MD	21102	443-507-6008
JAMES	KIMBALL		29190 THREE NOTCH RD	MECHANICSVILLE	MD	20659	301-884-8110
ROBERTA	FRANKLIN	AMDEDA, LLC	1001 TWIN ARCH RD, STORE 22	MOUNT AIRY	MD	21771	301-829-2754
~~MICHAEL~~	~~CANET~~		~~11140 ROCKVILLE PIKE, STE 560~~	~~NORTH BETHESDA~~	~~MD~~	~~20852~~	~~301-468-1040~~
BRENDA	SHANK	TAXCO LLC	428 WEBER RD	OAKLAND	MD	21550	301-334-3555
M.C.	BREWER	ATLANTIC TAX GROUP INC	130 NEWTOWNE BLVD	POCOMOKE CITY	MD	21851	410-957-0149
M.C.	BREWER		12175 ELM ST	PRINCESS ANNE	MD	21853	410-651-1004
JUAN	HERNANDEZ MEJIA	YORK DOMINICAN'S TAMBORES	5309 KENILWORTH AVE	RIVERDALE PARK	MD	20737	301-699-2050
TAI	SUNG	SUNG AND COMPANY, LLC	451 HUNGERFORD DR, STE 518	ROCKVILLE	MD	20850	301-545-1988
TAI	SUNG		451 HUNGERFORD DR, STE 109	ROCKVILLE	MD	20850	240-599-0988
JOHN	BENNETT JR		239-A E BALTIMORE ST	TANEYTOWN	MD	21787	410-756-6786
~~CHRISTADON~~ ~~AJD~~	~~BOYERFAHNESTO~~ ~~CK JR~~		DISCOVERY CROSSINGS SHOP CTR, 8429A WOODSBORO PIKE	WALKERSVILLE	MD	21793	301-845-0809
JOHN	BENNETT JR	JOHN BENNETT, INC.	CARROLL PLAZA SHPG CTR, 250 ENGLAR RD UNIT R10B	WESTMINSTER	MD	21157	410-848-1065
JOHN	BENNETT JR		TOWNMALL OF WESTMINSTER, 400 N CENTER ST UNIT 153	WESTMINSTER	MD	21157	410-848-1305
DANIEL	BONENFANT	FORM PARTNER, INC.	84 BANGOR ST	AUGUSTA	ME	4330	207-622-3738
DANIEL	BONENFANT		KINGS COURT MALL, 198 WESTERN AVE STE 1	AUGUSTA	ME	4330	207-621-0001
TRACY	WILLARD	TOTAL TAX LLC	625 BROADWAY	BANGOR	ME	4401	207-947-0333
PAULINE	LEACH	POINTED PENCIL INC	104 LINCOLNVILLE AVE	BELFAST	ME	4915	207-338-2188
CORY	DOW	TAXMAN, INC	185 TOWNSEND RD	BOOTHBAY HARBOR	ME	4538	207-633-4952
TRACY	WILLARD		393 WILSON ST	BREWER	ME	4412	207-989-3735
CATHERINE	HOPE	CATHERINE V HOPE LLC	25 MAIN ST	BUCKSPORT	ME	4416	207-469-7330
MARCIA	CARLOW	MARCIA CARLOW, INC.	109 NORTH ST	CALAIS	ME	4619	207-454-3966

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
SHERI	ANDERSON	SA TAX & FIN'L SERVICES	658 MAIN ST STE 3	CARIBOU	ME	4736	207-498-2561
CORY	DOW		96 BRISTOL RD	DAMARISCOTTA	ME	4543	207-563-5793
KURT	FORTIER		311 CORINNA RD	DEXTER	ME	4930	207-924-5504
KURT	FORTIER	KURT A FORTIER INC	1073 W MAIN ST STE 3	DOVER FOXCROFT	ME	4426	207-564-2363
CATHERINE	HOPE	CATHERINE V HOPE LLC	270 HIGH ST, STE 101	ELLSWORTH	ME	4605	207-667-9788
~~DEVIN~~ <u>JAMMI</u> ~~E~~	TYLER	TYLERS TAX SOLUTIONS, INC	118 KNOWLTON CORNER RD	FARMINGTON	ME	4938	207-778-6752
WENDY	BOWLER		14 MAIN ST	GORHAM	ME	4038	207-839-3317
JAYNE	KERVIN	KERVIN ENTERPRISES LLC	13 MARKET SQUARE	HOULTON	ME	4730	207-532-9586
~~DEVIN~~ <u>JAMMI</u> ~~E~~	TYLER		368 MAIN ST, PO BOX 458	KINGFIELD	ME	4947	207-265-4431
VICKIE	CROTEAU	HERITAGE BUS. SERVICES PA	171 WASHINGTON ST	LIMERICK	ME	4048	207-793-2041
BRENDA	JIPSON		21 LEE RD	LINCOLN	ME	4457	207-794-8200
~~DEVIN~~ <u>JAMMI</u> ~~E~~	TYLER		72 MAIN ST	LIVERMORE FALLS	ME	4254	207-897-2396
~~MARCIA~~	~~CARLOW~~	~~MARCIA-CARLOW, INC.~~	~~208 MAIN ST~~	~~MACHIAS~~	~~ME~~	~~4654~~	~~207-255-8637~~
SHERI	ANDERSON		411 E MAIN ST	MADAWASKA	ME	4756	207-728-4000
~~MARCIA~~	~~CARLOW~~	~~MARCIA CARLOW, INC.~~	~~25 HADLEY LAKE RD~~	~~MARSHFIELD~~	~~ME~~	~~4654~~	~~207-255-8637~~
JAYNE	KERVIN		20 BALSAM DR	MILLINOCKET	ME	4462	207-723-4818
CORY	DOW	TAXMAN, INC	597 US RTE 1	NEWCASTLE	ME	4553	207-563-1651
~~LINDA~~ <u>MANDY</u>	~~CIPRIANO~~ <u>DOW</u>		8 MAIN ST	NEWPORT	ME	4953	207-368-4081
~~CORY~~	~~DOW~~		~~835 KENNEDY MEMORIAL DR, UNIT B~~	~~OAKLAND~~	~~ME~~	~~4963~~	~~207-465-2424~~
AMY	COLLINS	AMC TAX SERVICES INC	769 MAIN ST	PRESQUE ISLE	ME	4769	207-764-6765
ERIC	GARLAND		~~16 RALMAR RD~~ <u>2473 MAIN ST</u>	RANGELEY	ME	4970	207-864-2300
CORY	DOW	TAXMAN, INC	235 CAMDEN ST	ROCKLAND	ME	4841	207-593-9150
ERIC	GARLAND	4G TAX INCORPORATED	50 OXFORD AVE	RUMFORD	ME	4276	207-364-2949
~~LINDA~~ <u>MANDY</u>	~~CIPRIANO~~ <u>DOW</u>	<u>TAXMAN, INC</u>	178 NORTH AVE	SKOWHEGAN	ME	4976	207-474-5573
FAYLENE	MC KEEN		42 MAIN ST	SOUTH PARIS	ME	4281	207-743-6923
CORY	DOW	TAXMAN, INC	233 MAIN ST	WATERVILLE	ME	4901	207-873-2600
DEBRA	MORRIS	D E MORRIS & ASSOCS, INC	149 S MAIN ST	ADRIAN	MI	49221	517-265-7450
PAULA	GESCHWIND		1253 LINCOLN RD, PO BOX 257	ALLEGAN	MI	49010	269-673-8288
STEVEN	KECK	BX2, INCORPORATED	126 W SUPERIOR	ALMA	MI	48801	989-463-5556
PATRICK	MC GORISK		122 N MAIN	ALMONT	MI	48003	810-798-8782
DENISE	BORCHARD	GREEN BOX TAX SOLUTIONS	CROSSROADS PLAZA, 1061 N BAGLEY ST	ALPENA	MI	49707	989-356-1532
~~CHERYL~~ <u>ANT</u> ~~HONY~~	~~HALIFAX~~ <u>TEMPLE</u>	<u>C&T MANAGEMENT SERVICES</u>	634 E HURON, <u>PO BOX 134</u>	BAD AXE	MI	48413	989-269-9351
JASON	SUCHLAND		BELLAIRE PLAZA HWY M-88	BELLAIRE	MI	49615	231-533-1040
GLYNNA	PARKER	EVETT PARKER INC	1613 MALL DR	BENTON HARBOR	MI	49022	269-926-8838
J. STEVE	PAPINEAU		232 WATER ST	BOYNE CITY	MI	49712	231-582-5991
SHELLY	BELSTRA		8211 BYRON CENTER DR, STE L	BYRON CENTER	MI	49315	616-583-1957
LISA	KLEVEN	KLEVKO BUSINESS SERVICES	MINE ST SHOPPES, 56901 S 6TH ST	CALUMET	MI	49913	906-337-5067
DANIEL	BLOCK		1146 CLEAVER RD	CARO	MI	48723	989-673-3257
DONALD	GLECKLER	SUPERIOR INVEST. MI LLC	14111 WHITE CREEK AVE NE	CEDAR SPRINGS	MI	49319	616-696-3702
J. STEVE	PAPINEAU	S PAP INC.	177 M-66	CHARLEVOIX	MI	49720	231-547-0660
HELEN	VEDDER		313 LANSING ST	CHARLOTTE	MI	48813	517-543-4339
J. STEVE	PAPINEAU	S PAP INC.	303 S MAIN ST	CHEBOYGAN	MI	49721	231-627-5150
JEAN	SHONER		1171 S MAIN ST, STE 3	CHELSEA	MI	48118	734-475-2752
STEVEN	KECK	BX2, INCORPORATED	214 W BROAD ST	CHESANING	MI	48616	989-845-2250

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PATRICK	MC GORISK	MCGORISK FINAN HOLDS INC	7103 DIXIE HWY	CLARKSTON	MI	48346	248-625-7940
PATRICK	MC GORISK	MCGORISK FINAN HOLDS INC	5092 W VIENNA RD, STE A	CLIO	MI	48420	810-686-4375
~~DONALD~~	~~GLECKLER~~	~~SUPERIOR INVEST. MI LLC~~	~~42 W CHICAGO ST~~	~~COLDWATER~~	~~MI~~	~~49036~~	~~517-924-0700~~
~~DONALD~~	~~GLECKLER~~	~~SUPERIOR INVEST. MI LLC~~	~~401 E CHICAGO ST~~	~~COLDWATER~~	~~MI~~	~~49036~~	~~517-279-9751~~
GALE	FULLER	G.E. FULLER, INC.	9 N HOWARD	CROSWELL	MI	48422	810-679-3102
SHELLY	BELSTRA		6137 S DIVISION AVE	CUTLERVILLE	MI	49548	616-534-8140
VENCIE	JACKSON	EVO ACCTG & FIN'L SERV	16200 W 7 MILE RD	DETROIT	MI	48235	313-835-3900
JEAN	SHONER		7043 DEXTER ANN ARBOR RD	DEXTER	MI	48130	734-426-4313
BARRY	NABOZNY	TAX BROS INC	901 SPRUCE ST, STE 6	DOWAGIAC	MI	49047	269-782-6407
ROBERT	HEMENWAY	HBS OF DURAND INC	DURAND PLAZA AT THE CROSSROADS, 8789 MONROE RD	DURAND	MI	48429	989-288-2414
J. STEVE	PAPINEAU		112 S LAKE ST	EAST JORDAN	MI	49727	231-536-2092
BARRY	NABOZNY		836 BAY ST	EAST TAWAS	MI	48730	989-362-2951
BARRY	NABOZNY		26091 US 12 E	EDWARDSBURG	MI	49112	269-663-3715
KATHY	BOLLONE	BOLLONE ACCT'G & TAX SVC	2205 LUDINGTON ST	ESCANABA	MI	49829	906-786-4530
PATRICK	MC GORISK		17135 SILVER PKWY	FENTON	MI	48430	810-629-0707
PATRICK	MC GORISK		FENTON CROSSING, 1272 N LEROY	FENTON	MI	48430	810-714-5185
EDWARD	BAILEY		28636 TELEGRAPH	FLAT ROCK	MI	48134	734-783-6666
ROBERTA	GANN		BUECHE'S PLAZA, 234 W MAIN ST	FLUSHING	MI	48433	810-659-4301
J. STEVE	PAPINEAU	S PAP INC.	604 W MAIN, BLDG D	GAYLORD	MI	49735	989-732-8181
TAMMY	FRIES	EVETT FRIES INC	407 S STATE ST	GOBLES	MI	49055	269-628-6200
GAIL	ROGGENBUCK	GR ROGGENBUCK LLC	226 STATE ST	HARBOR BEACH	MI	48441	989-479-6366
CARLA	JANISH	CARMOND, LLC	3478 W POLK RD	HART	MI	49420	231-873-4908
DONALD	GLECKLER	SUPERIOR INVEST. MI LLC	203 W CARLETON	HILLSDALE	MI	49242	517-610-5124
ROBIN	RAFFAELLI	ROZA BUSINESS SERV INC	901 W SHARON AVE	HOUGHTON	MI	49931	906-482-4462
DONALD	GLECKLER	SUPERIOR INVEST. MI LLC	424 RAILROAD ST	HUDSON	MI	49247	517-448-8465
PATRICK	MC GORISK	MCGORISK FINAN HOLDS INC	1805 S CEDAR	IMLAY CITY	MI	48444	810-724-1038
KATHY	BOLLONE	BOLLONE ACCT'G & TAX SVC	219 E HUGHITT ST	IRON MOUNTAIN	MI	49801	906-774-1003
JEFF	HAUKKALA	WHITEBRIDGE FIN SERV CORP	512 DOUGLAS BLVD	IRONWOOD	MI	49938	906-932-0631
J. STEVE	PAPINEAU	S PAP INC.	1336 US 41 W	ISHPEMING	MI	49849	906-485-5559
JASON	SUCHLAND	JJHS LLC	114 NORTHLAND PLAZA MALL, STE E	KALKASKA	MI	49646	231-258-1040
J. STEVE	PAPINEAU		5210 W M 80	KINCHELOE	MI	49788	906-495-5724
~~TONY~~ ~~ANTHO~~ ~~NY~~	TEMPLE	C&T MANAGEMENT SERVICES	6951 COUGAR TRAIL, PO BOX 456	KINGSLEY	MI	49649	231-486-5055
~~TONY~~ ~~ANTHO~~ ~~NY~~	TEMPLE		6951 COUGAR TR, PO BOX 456	KINGSLEY	MI	49649	231-263-0055
PATRICK	MC GORISK	MCGORISK FINAN HOLDS INC	1194 S LAPEER RD	LAKE ORION	MI	48360	248-693-6160
ROBIN	RAFFAELLI	ROZA BUSINESS SERV INC	6 W BROAD ST	LANSE	MI	49946	906-524-6917
CARLA	JANISH	CARMOND, LLC	5710 W US HWY 10	LUDINGTON	MI	49431	231-845-6254
ARYA	KHOSHNEGAH JR.		20436 E AUSTIN RD	MANCHESTER	MI	48158	734-428-7833
CARLA	JANISH	PORT CITY ACCOUNTING INC	497 E PARKDALE AVE	MANISTEE	MI	49660	231-723-3320
~~BRENDA~~ ~~ANT~~ ~~HONY~~	~~KRAUSE~~ ~~TEMPLE~~	~~BK TAXC&T MANAGEMENT~~ ~~SERVICES INC~~	3149 MAIN ST, PLAZA 4	MARLETTE	MI	48453	989-635-7452
J. STEVE	PAPINEAU	S PAP INC.	2800 US 41 W	MARQUETTE	MI	49855	906-228-4810
JIM	ORR		217 E MICHIGAN AVE	MARSHALL	MI	49068	269-781-4374
ROB	MULL		338 E LEWIS	MILAN	MI	48160	734-439-7383
DANIEL	BLAMER	BLAMER FIN. SERV. INC.	620 S MORENCI AVE, PO BOX 309	MIO	MI	48647	989-826-6521

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~STEVEN~~	~~KECK~~	~~BX2, INCORPORATED~~	~~124 W STATE ST~~	~~MONTROSE~~	~~MI~~	~~48457~~	~~810-639-1040~~
BRENT	SHEA		133 W MAIN ST	MORENCI	MI	49256	517-458-2274
J. STEVE	PAPINEAU	S PAP INC.	423 E M-28	MUNISING	MI	49862	906-387-3264
J. STEVE	PAPINEAU		7686 S M-123	NEWBERRY	MI	49868	906-293-8905
J. STEVE	PAPINEAU		20531 STATE ST	ONAWAY	MI	49765	989-733-9975
BARRY	NABOZNY	TAX BROS INC	4429 N US 23	OSCODA	MI	48750	989-739-5330
LISA	SUTTON		544 E MORRELL STE B	OTSEGO	MI	49078	269-694-9694
ROBERT	HEMENWAY	HEMENWAY BUS. SERV. INC.	602 W MAIN ST	OWOSSO	MI	48867	989-723-5977
ROBERT	HEMENWAY		1586 E M21	OWOSSO	MI	48867	989-725-9899
ROBERT	HEMENWAY		STAPLES PLAZA, 1580 E M21 UNIT B	OWOSSO	MI	48867	989-725-9899
TAMMY	FRIES	EVETT FRIES INC	37387 W RED ARROW HWY	PAW PAW	MI	49079	269-657-7722
ROBERT	HEMENWAY	HBS OF PERRY INC	108 S MAIN ST	PERRY	MI	48872	517-625-3209
J. STEVE	PAPINEAU	S PAP INC.	480 W MITCHELL	PETOSKEY	MI	49770	231-348-3633
CONNIE	DENT		2702 W HOUGHTON LAKE DR	PRUDENVILLE	MI	48651	989-366-9903
MARIE	GILL		209 S BRADLEY HWY	ROGERS CITY	MI	49779	989-734-4611
GLYNNA	PARKER	EVETT PARKER INC	1332 HILLTOP RD, STE E	SAINT JOSEPH	MI	49085	269-429-8435
AZMINA	CLARK	SALINE FIN. SERVICE, LLC	601 E MICHIGAN AVE	SALINE	MI	48176	734-429-7777
~~R~~ <u>REGINA</u> ~~ANTH~~ ~~ONY~~	~~WOLICKI~~ <u>TEMPLE</u>	~~PIONEER FIN SERV SAN INC~~ <u>C&T</u> <u>MANAGEMENT SERVICES</u>	360 E SANILAC RD	SANDUSKY	MI	48471	810-648-2191
J. STEVE	PAPINEAU	S PAP INC.	3303 I-75 BUSINESS SPUR	SAULT SAINTE MARIE	MI	49783	906-635-5970
DENISE	BOUCHER		8844 S UNIONVILLE RD	SEBEWAING	MI	48759	989-883-2130
GLYNNA	PARKER	EVETT PARKER INC	02955 73RD ST	SOUTH HAVEN	MI	49090	269-639-8500
EMILY	BROWN		410 S STATE ST	SPARTA	MI	49345	616-887-1501
~~CONNIE~~ <u>ANTH</u> <u>ONY</u>	~~DENT~~ <u>TEMPLE</u>	~~CAD FIN C&T~~ <u>MANAGEMENT</u> <u>SERVICES INC</u>	223 N MAIN, <u>PO BOX 631</u>	STANDISH	MI	48658	989-846-9550
JEAN	SHONER		109 N CLINTON	STOCKBRIDGE	MI	49285	517-851-8739
DONALD	GLECKLER	SUPERIOR INVEST. MI LLC	26682 W US 12	STURGIS	MI	49091	269-651-2319
~~ROY~~	~~HODGE~~	~~SWARTZ CREEK TAX SERV LLC~~	~~8057 MILLER RD~~	~~SWARTZ CREEK~~	~~MI~~	~~48473~~	~~810-635-8297~~
EDWARD	BAILEY	EK TAX SERVICE INC	21725 ECORSE RD	TAYLOR	MI	48180	313-292-4640
ARYA	KHOSHNEGAH JR.	A&B ENTERPRISES, INC.	116 E CHICAGO BLVD	TECUMSEH	MI	49286	517-423-7497
TAMMY	SHEPHERD	T SHEPHERDS, LLC	57201 N MAIN ST	THREE RIVERS	MI	49093	269-273-2185
~~ANTHONY~~	~~TEMPLE~~		<u>103 S MAIN ST</u>	<u>VASSAR</u>	<u>MI</u>	<u>48768</u>	<u>989-823-8557</u>
~~R~~ <u>REGINA</u> ~~ANTH~~ <u>ONY</u>	~~WOLICKI~~ <u>TEMPLE</u>	~~JACHILL PRODUCTIONS INC~~ <u>C&T</u> <u>MANAGEMENT SERVICES</u>	101 S MAIN	VASSAR	MI	48768	989-823-8741
PATRICK	MC GORISK		ORCHARD SQUARE SHPG CTR, 64740 VAN DYKE AVE	WASHINGTON	MI	48095	586-752-4567
THELMA	EVETT	EVETT & EVETT INC	7489 RED ARROW HWY	WATERVLIET	MI	49098	269-463-4334
SHELLY	BELSTRA		138 N MAIN	WAYLAND	MI	49348	269-792-2033
CONNIE	DENT	CAD FIN SERVICES INC	306 E HOUGHTON AVE	WEST BRANCH	MI	48661	989-345-2350
JEAN	SHONER		110 E GRAND RIVER AVE, STE 3	WILLIAMSTON	MI	48895	517-655-8485
CHARLES	BUCK	EASTERN TAX SERVICES INC	100 S MAIN, STE 2	YALE	MI	48097	810-387-2048
PATRICK	ZIERDEN		114 MINNESOTA AVE N, PO BOX 143	AITKIN	MN	56431	218-927-7095
JASON	BARNES		2570 BRIDGE AVE	ALBERT LEA	MN	56007	507-373-0946
ELAINE	MOUNSDON		CENTURY CENTER, 2306 S BROADWAY STE 13	ALEXANDRIA	MN	56308	320-763-7757
ELAINE	MOUNSDON		803 N NOKOMIS	ALEXANDRIA	MN	56308	320-762-0807
~~JC~~ <u>SHUA</u>	~~PURCELL~~		~~99 CHERRY AVE S, PO BOX 403~~	~~ANNANDALE~~	~~MN~~	~~55302~~	~~320-274-8072~~
JASON	BARNES		402 1ST AVE SW, STE 2	AUSTIN	MN	55912	507-433-4151
DAWN	HEISLER		34 CENTRAL ST E	BAGLEY	MN	56621	218-694-2848

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
MATHEW	KUNNASERY		757 ENTERPRISE DR E	BELLE PLAINE	MN	56011	952-873-3262
DAWN	HEISLER		UNION SQUARE, 115 2ND ST NW	BEMIDJI	MN	56601	218-751-5202
DAWN	HEISLER	NORTHWOODS TAX PROF INC	1287 PAUL BUNYAN DR	BEMIDJI	MN	56601	218-444-3192
LEO	SCHLANGEN		106 13TH ST N	BENSON	MN	56215	320-843-3380
JASON	BARNES		114 N MAIN	BLUE EARTH	MN	56013	507-526-2693
PATRICK	ZIERDEN	ADVANTAGE TAX SVC PLUS IN	516 NW 6TH ST	BRAINERD	MN	56401	218-829-8812
JOSHUA	PURCELL	PURCELL FINANCIAL LLC	94 14TH ST NE, STE 4	BUFFALO	MN	55313	763-682-1574
CHRISTINE	RISCHETTE		423 VISTA DR	CALEDONIA	MN	55921	507-725-3801
JOSHUA	PURCELL	PURCELL FINANCIAL LLC	1001 1ST AVE E, STE 120	CAMBRIDGE	MN	55008	763-689-5516
TINA	MATTSON	TAX PROS 4U, INC.	PINE TREE PLAZA, 707 HWY 33 S STE 6	CLOQUET	MN	55720	218-879-9352
JOSHUA	PURCELL		180 E 3RD ST	COKATO	MN	55321	320-286-5504
DAVID	LUNDBORG		312 N 1ST ST, STE 1	COLD SPRING	MN	56320	320-685-9968
GREG	BRULEY	BEISW.,BRULEY,&WEILAN LLP	107 E 2ND ST STE 1	CROOKSTON	MN	56716	218-281-3658
JEFFREY	CUNNINGHAM		1265 HWY 10 W	DETROIT LAKES	MN	56501	218-847-8963
JOSHUA	PURCELL	PURCELL FINANCIAL LLC	710 DODGE AVE NW, STE E	ELK RIVER	MN	55330	763-441-7666
CRAIG	SWENSON		25 S 2ND AVE E	ELY	MN	55731	218-365-3213
TINA	MATTSON		34 E HWY 61, STE 3	ESKO	MN	55733	218-879-8293
ELAINE	MOUNSDON		316 KRON ST, PO BOX 27	EVANSVILLE	MN	56326	218-948-2281
TAMMY	NOWAK		406 N STATE ST	FAIRMONT	MN	56031	507-238-9016
KEITH	BORGERSON	BORGERSON & TRUMAN LLC	320 4TH ST NW	FARIBAUT	MN	55021	507-334-8888
PATRICK	ZIERDEN	ADVANT. TAX SERV PLUS INC	129 S MILL ST	FERGUS FALLS	MN	56537	218-736-2870
KIMBERLY	NAGORSKI	HANSON TAX SERVICES LLC	608 S LAKE ST	FOREST LAKE	MN	55025	651-464-6505
KAREN	SCHULTZ		318 1ST W	FOSSTON	MN	56542	218-435-6353
EUGENE	ELLING JR.		1209 GREELEY AVE N	GLENCOE	MN	55336	320-864-6573
MINA	POESCHEL	M J POESCHEL INC.	1317 VERMILLION ST STE 2	HASTINGS	MN	55033	651-437-7889
CHRISTINE	RISCHETTE		109 GRANT ST S DRAWER C	HOUSTON	MN	55943	507-896-3105
EUGENE	ELLING JR.		720 CENTURY AVE SW, STE 101	HUTCHINSON	MN	55350	320-587-2763
CRAIG	SWENSON	VOYAGEUR ADVANTAGE LLC	427 3RD ST	INTERNATIONAL FALLS	MN	56649	218-283-8441
MINA	POESCHEL	M J POESCHEL INC.	1301 N LAKESHORE DR	LAKE CITY	MN	55041	651-345-5311
KEITH	BORGERSON	BORGERSON TRUMAN LAKEVILL	17400 KENWOOD TRAIL, STE 102	LAKEVILLE	MN	55044	952-892-3335
KIMBERLY	NAGORSKI	HANSON TAX SERVICES LLC	30501 BROADWAY	LINDSTROM	MN	55045	651-257-1367
DAVID	LUNDBORG	WHETSTONE ENTERPRISES LLC	971 E FRONTAGE RD	LITCHFIELD	MN	55355	320-693-6905
PATRICK	ZIERDEN	ADVANT. TAX SERV PLUS INC	109 6TH ST NE	LITTLE FALLS	MN	56345	320-632-3313
PAUL	OSTERBERG	PAUL OSTERBERG & CO.,INC.	15 1ST AVE S	LONG PRAIRIE	MN	56347	320-732-6352
JAMES	CUMMINGS		800 S KNISS AVE, STE 2	LUVERNE	MN	56156	507-283-9083
JOYCE	BALLARD	BALLARD & PIERCE ENT INC	113 S MAIN ST	MAHNOMEN	MN	56557	218-935-5780
VALERIE	SMITH	DVB TAX SOLUTIONS, INC.	111 STAR ST STE 105	MANKATO	MN	56001	507-345-1040
DAVID	HEIM	TAX MART INC	2085 E COUNTY RD D, STE C100	MAPLEWOOD	MN	55109	651-777-2900
JAMES	CUMMINGS		1307 E COLLEGE DR	MARSHALL	MN	56258	507-532-3131
RODOLFO	TRUJILLO	TRUJILLO TAX SERVICES INC	420 E LAKE ST	MINNEAPOLIS	MN	55408	612-294-1670
DAVID	LUNDBORG	WHETSTONE ENTERPRISES LLC	309 N FIRST ST	MONTEVIDEO	MN	56265	320-269-9253
PATRICK	ZIERDEN	ADVANT. TAX SERV PLUS INC	207 W BROADWAY ST	MONTICELLO	MN	55362	763-295-5200
KATHLEEN	REINIGER		800 HOLIDAY DR, STE 156	MOORHEAD	MN	56560	218-236-6250
BROOKMAN	CARLSON	HMR BROOK INC	400 4TH ST	MOOSE LAKE	MN	55767	218-485-4461
JOSHUA	PURCELL		820 HOWE AVE STE 107	MORA	MN	55051	320-679-3997
RONALD	DAVIS		110 E 7TH ST	MORRIS	MN	56267	320-589-2419

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
LEO	SCHLANGEN		2175 COMMERCE BLVD	MOUND	MN	55364	952-472-3717
MATHEW	KUNNASERY	PJT TAX & ACCTNG SERV LLC	301 MAIN ST E	NEW PRAGUE	MN	56071	952-758-2110
~~EDWARD~~ ~~LY~~	~~KEL~~ ~~BODE~~		1610 S BROADWAY	NEW ULM	MN	56073	507-354-3363
~~ROGER~~ ~~ERLY~~	~~KIMB~~ ~~KI~~	HANSON TAX SERVICES LLC	5466 ST CROIX TR, STE 102	NORTH BRANCH	MN	55056	651-674-0244
VALERIE	SMITH		1763 COMMERCE DR	NORTH MANKATO	MN	56003	507-388-2475
JAMES	HANEL	HANEL ENTERPRISES INC	1300 BOLLENBACHER DR	NORTHFIELD	MN	55057	507-645-6281
JOSHUA	PURCELL		309 MAIN ST	ONAMIA	MN	56359	320-532-5572
LEO	SCHLANGEN		131 NW 2ND ST	ORTONVILLE	MN	56278	320-839-3295
PAUL	OSTERBERG	PAUL OSTERBERG & CO.,INC.	36 W MAIN ST	OSAKIS	MN	56360	320-859-1040
TIMOTHY	TRUMAN	BORGERSON & TRUMAN INC	318 N CEDAR AVE	OWATONNA	MN	55060	507-451-1491
DAWN	HEISLER	NORTHWOODS TAX PROF INC	215 1/2 MAIN ST S	PARK RAPIDS	MN	56470	218-732-3244
DAWN	HEISLER		511 S PARK AVE	PARK RAPIDS	MN	56470	218-732-9713
EUGENE	ELLING JR.		970 W DIEKMANN DR STE 50	PAYNESVILLE	MN	56362	320-243-7171
STEVEN	EBBERS	THUMB TAX INC.	890 MAIN ST S	PINE CITY	MN	55063	320-629-6196
JEFF	GRIEBEL		205 8TH AVE SE	PIPESTONE	MN	56164	507-825-4635
JOSHUA	PURCELL	PURCELL FINANCIAL LLC	116 S RUM RIVER DR, STE 190	PRINCETON	MN	55371	763-389-5847
MINA	POESCHEL	M J POESCHEL INC.	139 TYLOR RD S	RED WING	MN	55066	651-388-7036
VALERIE	SMITH	DVB TAX SOLUTIONS, INC.	519 E BRIDGE ST	REDWOOD FALLS	MN	56283	507-627-5625
JOSHUA	PURCELL		21410 136TH AVE, STE 106	ROGERS	MN	55374	763-428-0141
DAVID	LUNDBORG	WHETSTONE ENTERPRISES LLC	DIVISION PLACE, 2810 DIVISION	SAINT CLOUD	MN	56301	320-259-1559
CHRIS	NEU	NEU VENTURES INC	600 S 1ST ST STE 2	SAINT JAMES	MN	56081	507-375-8299
LEO	SCHLANGEN		COLONIAL MALL, 403 E CENTRAL	SAINT MICHAEL	MN	55376	763-497-3643
RODOLFO	TRUJILLO		462 S ROBERT ST	SAINT PAUL	MN	55107	651-552-9520
VALERIE	SMITH	DVB TAX SOLUTIONS, INC.	622 SUNRISE DR	SAINT PETER	MN	56082	507-931-6011
BROOKMAN	CARLSON		202 MAIN ST, PO BOX 747	SANDSTONE	MN	55072	320-245-2943
KATHERINE	MARTHALER	K & R TAX SERVICES LLC	1800 2ND ST S	SAUK CENTRE	MN	56378	320-352-3591
DAVID	LUNDBORG		MISSISSIPPI CROSSING SHPG CTR, 25 N BENTON DR	SAUK RAPIDS	MN	56379	320-229-8988
MATHEW	KUNNASERY	PJT TAX & ACCTNG SERV LLC	102 1ST AVE	SHAKOPEE	MN	55379	952-445-7167
ANN	HARRINGTON		30 SHOPPING CENTER	SILVER BAY	MN	55614	218-226-4383
TERESA	HOUSE	TERESAS TAX LLC	132 N BROADWAY	SPRING VALLEY	MN	55975	507-346-7205
GREG	BRULEY	BEISW.,BRULEY,&WEILAN LLP	1539 US HWY 59 SE	THIEF RIVER FALLS	MN	56701	218-681-6954
ANN	HARRINGTON		526 7TH ST	TWO HARBORS	MN	55616	218-834-3600
KATHY	WHITE		1010 8TH ST S	VIRGINIA	MN	55792	218-741-1800
STEVEN	EBBERS	THUMB TAX INC.	143 W MAIN ST	WABASHA	MN	55981	651-565-3232
~~EUGENE~~ ~~RA~~	~~CH~~ ~~NIJEET~~	~~ELLING JR. GURON~~ ~~TAXMAJOR, INC.~~	1309 OAK AVE STE 105	WACONIA	MN	55387	952-442-8600
KYLE	DYKHOFF	KYKE DYKHOFF INC	626 ASH AVE NE, PO BOX 147	WADENA	MN	56482	218-631-2250
DAVID	LUNDBORG		111 2ND ST S	WAITE PARK	MN	56387	320-252-0779
DAWN	HEISLER		505 MINNESOTA AVE, PO BOX 987	WALKER	MN	56484	218-547-2766
JOYCE	BALLARD		105 ROBERTS AVE, PO BOX 103	WARROAD	MN	56763	218-386-2721
CHRIS	NEU	NEU VENTURES INC	118 S STATE ST	WASECA	MN	56093	507-833-1040
~~CHRIS~~	~~NEU~~		~~212 15TH AVE NE, STE 1040~~	~~WASECA~~	~~MN~~	~~56093~~	~~507-835-5340~~
EUGENE	ELLING JR.		701 S 1ST ST	WILLMAR	MN	56201	320-403-5086
JAMES	CUMMINGS		308 10TH ST	WINDOM	MN	56101	507-831-4310
MINA	POESCHEL	M J POESCHEL INC.	WINONA MALL, 1201 GILMORE AVE STE F8A	WINONA	MN	55987	507-454-3097

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
TERESA	HOUSE	TERESAS TAX LLC	270 MAIN ST	ZUMBROTA	MN	55992	507-732-5829
~~JEANETTE~~	~~GOLDSTEIN~~		~~106 E MAIN~~	~~ANDERSON~~	~~MO~~	~~64831~~	~~417-845-6464~~
KRISTINE	KURTTI	SW TAX AUTHORITY INC	BLAND PROFESSIONAL BLDG STE 3, 1308 SPRINGFIELD RD	AVA	MO	65608	417-683-4997
JANET	CANANIA		7095-B METROPOLITAN BLVD	BARNHART	MO	63012	636-464-3585
TIM	KILLINGSWORTH	BTE SERVICES LLC	1806 MAIN ST	BETHANY	MO	64424	660-425-3494
STEVEN	THURMON	STEVEN P THURMON, CPA	922 NW VESPER ST	BLUE SPRINGS	MO	64015	816-874-4779
DAWNMARIE	PETERSEN	KEELING TAX SERVICES LLC	140 N DAVIS DR	BOLIVAR	MO	65613	417-326-5070
~~BARBARACH~~ ~~ARLES~~	~~GREGORY~~ ~~PARRISH~~		520 RYAN ST, STE I	BOONVILLE	MO	65233	660-882-6381
MONICA	NIEMEYER		206 N BUSINESS HWY 61	BOWLING GREEN	MO	63334	573-324-3402
CAROL	WIEDMIER		205 N MAIN	BRAYMER	MO	64624	660-645-2528
CHARLOTTE	OWENS		12462 ST CHARLES ROCK RD	BRIDGETON	MO	63044	314-209-0208
DENEISE	MC COLLUM	LUCKY THIRTEEN LLC	904 W HELM	BROOKFIELD	MO	64628	660-258-7240
DENEISE	MC COLLUM		215 E BROADWAY	BRUNSWICK	MO	65236	660-548-3195
ELEANOR	HENDERSON		314 S HICKORY	BUFFALO	MO	65622	417-345-2226
LINDA	PETERSON		110 W DAKOTA	BUTLER	MO	64730	660-679-3101
~~TYLER~~ ~~SIDNEY~~	~~WHITMORE~~ ~~SING~~		736 N BUSINESS RTE 5	CAMDENTON	MO	65020	573-346-7878
JACQUELYN	EDMISSON	THE TAX GROUP LLC	215 E 3RD ST	CAMERON	MO	64429	816-632-2774
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~1703 ELM~~	~~CANTON~~	~~MO~~	~~63435~~	~~855-383-3324~~
~~BARBARACH~~ ~~ARLES~~	~~GREGORY~~ ~~PARRISH~~		716 HARVEST HILLS DR	CARROLLTON	MO	64633	660-542-2596
CARLENE	BLADES	HRB OF CARTHAGE, INC.	2007 S GARRISON	CARTHAGE	MO	64836	417-358-5963
CHARLES	RIGGS		1235C W THIRD ST	CARUTHERSVILLE	MO	63830	573-333-4546
JOHN	SANDLIN	BARRY CO. TAX & BKPG.	1203 N MAIN	CASSVILLE	MO	65625	417-847-3621
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~1232 REMINGTON DR~~	~~CENTRALIA~~	~~MO~~	~~65240~~	~~855-682-6300~~
CHARLES	RIGGS		111 S MAIN ST	CHARLESTON	MO	63834	573-683-4892
JACQUELYN	EDMISSON	THE TAX GROUP LLC	220 N WASHINGTON ST	CHILLICOTHE	MO	64601	660-646-3515
FORREST	PINKSTON		134 S MAIN	CLINTON	MO	64735	660-885-5560
CHARLES	PARRISH		~~1808 MONROE ST~~ <u>1900 N PROVIDENCE RD, STE 202</u>	COLUMBIA	MO	~~65201~~ <u>65202</u>	573-499-1990
MAUREEN	SKAGGS		106 S COMMERCIAL ST	CROCKER	MO	65452	573-736-5713
JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	209-A N TRUMAN	CRYSTAL CITY	MO	63019	636-937-4873
JANET	CANANIA		209 N TRUMAN RD	CRYSTAL CITY	MO	63019	636-937-3370
JAMES	ROSCOE	JAYNET SERVICES INC	110 E DOWNEY	CUBA	MO	65453	573-885-7684
JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	100 BOYD ST	DE SOTO	MO	63020	636-586-7879
JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	617 N COWLING ST STE C	DESLOGE	MO	63601	573-431-5002
KIMELA	ALLEN		209 W BUSINESS HWY 60	DEXTER	MO	63841	573-624-2883
ROD	CAGLE		244 E HWY ST, STE E	DONIPHAN	MO	63935	573-996-2215
STEPHANIE	QUINLAN		1400 S STATE HWY 32	EL DORADO SPRINGS	MO	64744	417-876-2222
JANET	CANANIA	J.C. BUS.& FIN. SERV. INC	417 W KARSCH BLVD	FARMINGTON	MO	63640	573-756-4559
~~BARBARACH~~ ~~ARLES~~	~~GREGORY~~ ~~PARRISH~~		198 HWY 5 AND 240	FAYETTE	MO	65248	660-248-2248
MAUREEN	SKAGGS		233 ILLINOIS AVE, BLDG 498	FORT LEONARD WOOD	MO	65473	573-329-5310
GREGORY	MILLS	ACCOUNTING ADVANTAGE, INC	120 S MAIN ST	FREDERICKTOWN	MO	63645	573-783-7208
CHARLES	PARRISH	CL PARRISH ENTERPR INC	1881 N BLUFF	FULTON	MO	65251	573-642-2296
JACQUELYN	EDMISSON		203 N MAIN ST	GALLATIN	MO	64640	660-663-2213
PATTI	HAYES		311 W WATER ST	GREENFIELD	MO	65661	417-637-2168

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JACQUELYN	EDMISSON	THE TAX GROUP LLC	300 S DAVIS	HAMILTON	MO	64644	816-583-4428
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~106 STEAMBOAT BEND, SHOPPING CENTER~~	~~HANNIBAL~~	~~MO~~	~~63401~~	~~573-221-0759~~
FORREST	PINKSTON	HARRISONVILLE BKPG., INC.	2103 PLAZA DR	HARRISONVILLE	MO	64701	816-884-3656
ROD	CAGLE		22 HWY V	HARVIELL	MO	63945	573-989-3547
KRISTINE	KURTTI		111 SCHILLER ST	HERMANN	MO	65041	573-486-2244
JUANITA	SMITH		~~9618416~~ NEW HERMITAGE DR, <u>PO BOX 354</u>	HERMITAGE	MO	65668	417-745-6956
FORREST	PINKSTON	SEDALIA BOOKKEEPING, INC.	2506 HWY 13	HIGGINSVILLE	MO	64037	660-584-2343
MAUREEN	SKAGGS	EXACT TAX & BUS SERV INC	1705 S SAM HOUSTON BLVD	HOUSTON	MO	65483	417-967-4242
GREGORY	MILLS	ACCOUNTING ADVANTAGE, INC	142 S MAIN ST	IRONTON	MO	63650	573-546-7953
LYNETTE	HALTER	AFL INC	2201 WALTON DR, STE F	JACKSON	MO	63755	573-243-8040
MARY	MULLEN		627 W 92 HWY, STE DD	KEARNEY	MO	64060	816-635-4951
CHARLES	RIGGS		612 COTTONWOOD PLAZA	KENNETT	MO	63857	573-888-6685
JANE	ULHORN		1320 S BALTIMORE	KIRKSVILLE	MO	63501	660-665-6523
STEPHANIE	QUINLAN		605 W 12 ST	LAMAR	MO	64759	417-682-3311
CECELIA	WOODS		213 NORTH ST	LATHROP	MO	64465	816-528-3036
KRISTINE	KURTTI	SW TAX AUTHORITY INC	124 W COMMERCIAL ST	LEBANON	MO	65536	417-532-4113
FORREST	PINKSTON	SEDALIA BOOKKEEPING, INC.	1017 FRANKLIN AVE	LEXINGTON	MO	64067	660-259-6363
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~3320 W GEORGIA ST~~	~~LOUISIANA~~	~~MO~~	~~63353~~	~~573-754-6550~~
JANE	ULHORN		509 E BRIGGS DR	MACON	MO	63552	660-385-5616
KIMELA	ALLEN		107 W MAIN	MALDEN	MO	63863	573-276-3825
KRISTINE	KURTTI		104 W COMMERCIAL ST	MANSFIELD	MO	65704	417-924-8172
LYNETTE	HALTER		203 FIRST ST	MARBLE HILL	MO	63764	573-238-4463
~~BARBARACH~~ ~~ARLES~~	~~GREGORY~~ ~~PARRISH~~		779 S ODELL <u>Ave</u> , STE 1	MARSHALL	MO	65340	660-831-1040
CHERI	STEGING	KAABY FINANCIAL INC	1329 SPUR DR, STE 140	MARSHFIELD	MO	65706	417-859-3669
CECELIA	WOODS		1314 S MAIN	MARYVILLE	MO	64468	660-582-7221
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~500 B-W JACKSON~~	~~MEXICO~~	~~MO~~	~~65265~~	~~573-581-2700~~
KEN	DENNERT		203 N PEARL ST	MILAN	MO	63556	660-265-4814
~~BARBARACH~~ ~~ARLES~~	~~GREGORY~~ ~~PARRISH~~		815 N MORLEY <u>ST</u>	MOBERLY	MO	65270	660-263-0824
DIANA	WILSON	SHIELDS & WILSON, INC.	845 HWY 60, STE 1	MONETT	MO	65708	417-235-6215
SHARON	BRADSHER	BRADSHER ENTERPRISES LLC	906 S STURGEON	MONTGOMERY CITY	MO	63361	573-564-2787
DEE ANN	AYDELOTT	DABET ENTERPRISES LLC	30 TOWER ST	MOSCOW MILLS	MO	63362	636-356-4719
LISA	SHIELDS		324 W MT VERNON BLVD	MOUNT VERNON	MO	65712	417-466-7383
PAM	ROSEN	R&W INDUSTRIES INC	313B E STATE ST	MOUNTAIN GROVE	MO	65711	417-926-6233
PAM	ROSEN		815 CR 3500	MOUNTAIN VIEW	MO	65548	417-934-6750
DIANA	WILSON	SHIELDS & WILSON, INC.	423 W COLER ST	NEOSHO	MO	64850	417-451-0696
DIANA	WILSON		3051 LUSK DR, UNIT C	NEOSHO	MO	64850	417-451-0200
BLANCHE	WILLIAMS		123 E WALNUT	NEVADA	MO	64772	417-667-7823
CHARLES	RIGGS		409 MAIN ST	NEW MADRID	MO	63869	573-748-5180
DIANA	WILSON	SHIELDS & WILSON, INC.	444 N CLIFFSIDE DR	NOEL	MO	64854	417-475-6412
CHARLES	PARRISH		~~110 S FIRST ST~~ <u>301 N 2ND ST STE C</u>	ODESSA	MO	64076	816-633-4315
~~TYLER~~ <u>SIDNEY</u>	~~WHITMORE~~ <u>SING</u>	~~BLUE WATER TAX ASSOCHS~~ <u>PARTNERS, LLC</u>	STONE CREST MALL, 3797 OSAGE BEACH PKWY STE F 4	OSAGE BEACH	MO	65065	573-348-3248
JAMES	ROSCOE		117 N FIRST	OWENSVILLE	MO	65066	573-437-2800
~~ANTONIO~~	~~ZABANEH~~	~~ZABANEH FRANCHISES LLC~~	~~202 W MAIN~~ <u>CROSS</u>	~~PALMYRA~~	~~MO~~	~~63461~~	~~855-769-2700~~
SHIRLEY	STEVENS	STEVENS FAMILY LLC	513 OLD ST MARYS RD	PERRYVILLE	MO	63775	573-547-4514

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
GREGORY	MILLS		122 S MAIN	PIEDMONT	MO	63957	573-223-2690
~~DIANA~~ <u>MELIS</u>	~~WILSON~~ <u>MCAFFREY</u>	~~SHIELDS & WILSON~~ <u>MCAFFREY</u> INC.	504 MAIN ST	PINEVILLE	MO	64856	417-223-7667
ROD	CAGLE	ROD CAGLE ENTERPRISE, LLC	912 HWY 53	POPLAR BLUFF	MO	63901	573-785-4930
ROD	CAGLE		1449 N WESTWOOD BLVD	POPLAR BLUFF	MO	63901	573-785-1690
CHARLES	RIGGS		131 HWY 162 E	PORTAGEVILLE	MO	63873	573-379-3244
GREGORY	MILLS	ACCOUNTING ADVANTAGE, INC	150 S HALL	POTOSI	MO	63664	573-438-5243
~~CHARLES~~	PARRISH		~~109 W~~ <u>120 E</u> MAIN <u>ST</u>	RICHMOND	MO	64085	816-776-5018
CHARLES	PARRISH		118 E MAIN ST	RICHMOND	MO	64085	816-776-6950
~~KRISTINE~~	~~KURTTI~~		~~407 W STATE~~ <u>RTE 72</u>	~~ROLLA~~	~~MO~~	~~65401~~	~~573-341-5578~~
KRISTINE	KURTTI	S.E. TAX AUTHORITY, INC.	108 W 8TH ST	ROLLA	MO	65401	573-364-2182
KRISTINE	KURTTI		102 N JEFFERSON	SAINT JAMES	MO	65559	573-265-2665
CECELIA	WOODS		4903 KING HILL AVE	SAINT JOSEPH	MO	64504	816-238-4383
CECELIA	WOODS	LC PARTNERS LLC	702 S BELT HWY	SAINT JOSEPH	MO	64507	816-279-1040
~~CECELIA~~	~~WOODS~~		~~NORTH VILLAGES STE 105, 5301~~ <u>2207</u> N BELT HWY, <u>STE F</u>	SAINT JOSEPH	MO	64506	816-233-7005
CECELIA	WOODS		2907 S BELT HWY	SAINT JOSEPH	MO	64503	816-271-5430
CECELIA	WOODS		1401 FREDERICK AVE	SAINT JOSEPH	MO	64501	816-232-3935
MAUREEN	SKAGGS	RELIABLE TAX&BUS SERV INC	819 VFW MEMORIAL DR	SAINT ROBERT	MO	65584	573-336-5203
SHIRLEY	STEVENS		20 TRIANGLE DR	SAINTE GENEVIEVE	MO	63670	573-883-3550
BERNIECE	ROBINSON		123 W 4TH ST	SALEM	MO	65560	573-729-5000
CECELIA	WOODS		402 US HWY 71	SAVANNAH	MO	64485	816-324-5521
CHARLES	RIGGS		2110 W MAIN ST	SCOTT CITY	MO	63780	573-264-2056
FORREST	PINKSTON	SEDALIA BOOKKEEPING, INC.	602 S OHIO	SEDALIA	MO	65301	660-826-6320
ANGELA	MORAN		1207 CHEROKEE	SENECA	MO	64865	417-776-8333
JANE	ULHORN		125 W CHESTNUT	SHELBINA	MO	63468	573-588-4342
KAY	CAIN	CAIN & VAUGHN ASSOC. INC.	523 E MALONE	SIKESTON	MO	63801	573-471-0880
~~BARBARA~~	~~GREGORY~~		~~102 E MAPLE~~	~~SLATER~~	~~MO~~	~~65349~~	~~660-529-3355~~
CECELIA	WOODS		SMITHVILLE PLAZA, 101 N US HWY 169 STE D	SMITHVILLE	MO	64089	816-532-9972
BERNIECE	ROBINSON		21 E HWY 8	STEELVILLE	MO	65565	573-775-3455
JAMES	ROSCOE	JAYNET SERVICES INC	401 WALMART DR	SULLIVAN	MO	63080	573-468-3476
JOHN	CASTEEL		113 N 3RD	TARKIO	MO	64491	660-736-5590
CATHARINE	MC PHERSON	MCPHERSON TAX & BOOKKEEPI	113 CHESTNUT ST	THAYER	MO	65791	417-264-3600
~~KEN~~	~~DENNERT~~		~~1410 E 9TH ST, STE C~~	~~TRENTON~~	~~MO~~	~~64683~~	~~660-359-6400~~
KEN	DENNERT		1601 E 9TH ST	TRENTON	MO	64683	660-359-5400
SHARON	BRADSHER	BRADSHER ENTERPRISES LLC	208 S LINCOLN DR	TROY	MO	63379	636-528-6260
SHARON	BRADSHER		321 N LINCOLN DR	TROY	MO	63379	636-528-6336
KEN	DENNERT		2308 W MAIN ST	UNIONVILLE	MO	63565	660-947-2045
JANE	ULHORN		106 N MAIN	VANDALIA	MO	63382	573-594-3434
PAMELA	JOHNSON	J FINANCIAL SERVICES LLC	131 S MONROE ST	VERSAILLES	MO	65084	573-378-5843
FORREST	PINKSTON		108 HOUT ST	WARRENSBURG	MO	64093	660-747-5148
REBECCA	MINKS		1878 COMMERCIAL ST	WARSAW	MO	65355	660-438-6622
KRISTINE	KURTTI	SW TAX AUTHORITY INC	1 W MAIN ST	WASHINGTON	MO	63090	636-390-9501
MAUREEN	SKAGGS		320 ICHORD AVE, STE S	WAYNESVILLE	MO	65583	573-774-2098
FREDA	MORRIS	M&M TAX SERVICES LLC	SOUTHERN HILLS SHOPPING CTR, 1411 SOUTHERN HILLS CENTER	WEST PLAINS	MO	65775	417-256-5275
PAM	ROSEN	R&W INDUSTRIES INC	109 N WALNUT	WILLOW SPRINGS	MO	65793	417-469-4145
~~SHARON~~	~~BRADSHER~~		~~429 MAIN ST~~	~~WINFIELD~~	~~MO~~	~~63389~~	~~636-668-6273~~

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
THOMAS	GUINN	TLG, INC.	9F BAY AVE BAY CENTER	BAY SPRINGS	MS	39422	601-764-4022
CHRISTOPHE	JOHNSON	J&J, LLC	1450 W GOVERNMENT ST	BRANDON	MS	39042	601-825-7772
CHRISTOPHE	JOHNSON	J&J, LLC	212 HWY 51 N	BROOKHAVEN	MS	39601	601-833-2372
THERESA	LORENZ		164 W CENTER ST	CANTON	MS	39046	601-855-7512
JUNE	MC GIVNEY		313 HWY 16 E	CARTHAGE	MS	39051	601-267-8648
THOMAS	GUINN	TLG, INC.	3623 C HWY 49	COLLINS	MS	39428	601-765-4692
ROBERT	FORD	SURETURN LLC	1217 HWY 98	COLUMBIA	MS	39429	601-736-3281
THOMAS	GUINN	TLG, INC.	94 HAL CROCKER RD	ELLISVILLE	MS	39437	601-477-9607
THOMAS	GUINN	TLG, INC.	1303 HWY 35 S, EAGLE PLAZA	FOREST	MS	39074	601-469-2865
ROBERT	FORD		2307 HARDY ST STE 30	HATTIESBURG	MS	39401	601-336-5984
ROBERT	FORD	SURETURN LLC	5040 HARDY ST, STE 10	HATTIESBURG	MS	39402	601-264-1472
TONY	CHANCELOR	CHANCELOR TAX INC	PINE RIDGE PLAZA, 1592 HWY 15 N STE A	LAUREL	MS	39440	601-425-1550
CHARLES	WOMBLE		14130 HWY 15 S, STE E	LOUISVILLE	MS	39339	662-773-8204
LEON	JOHNSON	FAMCO, INC.	1 PALM PLAZA	LUCEDALE	MS	39452	601-947-2100
THERESA	LORENZ		101 VILLAGE BLVD, STE C	MADISON	MS	39110	601-605-8656
THOMAS	GUINN	TLG, INC.	407 PINOLA DR SE	MAGEE	MS	39111	601-849-3143
ANNIE	REGAN		408 DELAWARE AVE	MCCOMB	MS	39648	601-684-3533
THOMAS	GUINN	TLG, INC.	1742 SIMPSON HWY 149	MENDENHALL	MS	39114	601-847-4356
THOMAS	GUINN		34 HWY 481 S	MORTON	MS	39117	601-732-1466
REBECCA	HENRY		55 E FRANKLIN, STE D	NATCHEZ	MS	39120	601-442-4291
THOMAS	GUINN	TLG, INC.	101 NORTHSIDE PLAZA	NEWTON	MS	39345	601-683-6000
CHRISTOPHE	JOHNSON	J&J, LLC	1229 HWY 42, STE 280	PETAL	MS	39465	601-583-0283
CHARLES	WOMBLE		CANAL PLACE SHOPPING CENTER, 242 CANAL AVE	PHILADELPHIA	MS	39350	601-656-7470
THOMAS	GUINN	TLG, INC.	300 CHOCTAW TOWN CENTER, STE 102	PHILADELPHIA	MS	39350	601-389-1857
REBECCA	HENRY		512 HWY 11 N	PICAYUNE	MS	39466	601-798-2703
CARMEL	DUNN		1403 S MAIN ST, STE C-2	POPLARVILLE	MS	39470	601-795-2308
~~TONY~~ MADAL ~~YU~~	~~CHANCELOR~~ MILL ~~ER~~	~~CHANCELOR~~ MILLER TAX INC ~~LLC~~	176 SHELBY SPEIGHTS, STE 5	PURVIS	MS	39475	601-794-3888
TONY	CHANCELOR	CHANCELOR TAX INC	213 S ARCHUSA AVE	QUITMAN	MS	39355	601-776-2760
MYRA	GATLIN GRANT		11 BOSTICK ST	SANDERSVILLE	MS	39477	601-425-0077
CHARLES	WOMBLE		806-A HWY 12 W	STARKVILLE	MS	39759	662-324-2202
THOMAS	GUINN	TLG, INC.	311 HWY 28 E	TAYLORSVILLE	MS	39168	601-785-9886
MICHAEL	ALFORD		101 N INDUSTRIAL RD, STE G2	TUPELO	MS	38801	662-841-1434
CAROLYN	LEE		414 FRANKLINTON ST	TYLERTOWN	MS	39667	601-876-5137
THOMAS	GUINN	TLG, INC.	101 BANK ST	UNION	MS	39365	601-774-8506
~~THERESA~~	~~LORENZ~~		~~1903C MISSION 66~~	~~VICKSBURG~~	~~MS~~	~~39180~~	~~601-636-7268~~
THERESA	LORENZ		VICKSBURG CROSSING, 2196 IOWA BLVD STE 9	VICKSBURG	MS	39180	601-638-7313
THERESA	LORENZ		MEMORIAL PLAZA, 3046 INDIANA AVE STE Q	VICKSBURG	MS	39180	601-631-0050
TONY	CHANCELOR	CHANCELOR TAX INC	1316 AZALEA DR	WAYNESBORO	MS	39367	601-735-1099
LEON	JOHNSON	FAMCO, INC.	407B W CENTRAL AVE	WIGGINS	MS	39577	601-928-4463
RICHARD	SMITH		228 E COMMERCIAL AVE	ANACONDA	MT	59711	406-563-8100
SIDNEY	SING		203 W MAIN ST	BELGRADE	MT	59714	406-388-8366
~~ROBERT E~~	~~MONTGOMERY~~		~~ASPEN GROVE, 8000 MT HWY 35 UNIT 2~~	~~BIGFORK~~	~~MT~~	~~59911~~	~~406-837-4335~~
SIDNEY	SING		GALLATIN VALLEY MALL, 2825 W MAIN ST	BOZEMAN	MT	59718	406-577-2134
SIDNEY	SING	LWK ASSOCIATES OF MT LLC	2855 N 19TH AVE, IN THE GALLATIN CENTER	BOZEMAN	MT	59718	406-577-2600
ANDREA	GOUCHENOUR		208 N PIEGAN ST	BROWNING	MT	59417	406-338-3663
SIDNEY	SING	LWK ASSOCIATES OF MT LLC	1311 HARRISON AVE	BUTTE	MT	59701	406-782-4244

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~ROBERT E~~	~~MONTGOMERY~~	~~MONTGOMERY&MONTGOMERY-~~	~~635 NUCLEUS AVE~~	~~COLUMBIA FALLS~~	~~MT~~	~~59912~~	~~406-892-3172~~
ANDREA	GOUCHENOUR		411 S MAIN ST	CONRAD	MT	59425	406-278-7778
ANDREA	GOUCHENOUR		25 S CENTRAL	CUT BANK	MT	59427	406-873-2775
RICHARD	SMITH		513 MAIN ST	DEER LODGE	MT	59722	406-846-1326
SIDNEY	SING	LWK ASSOC OF MONTANA LLC	135 S ATLANTIC ST	DILLON	MT	59725	406-683-5033
~~ROBERT E~~	~~MONTGOMERY~~		~~239 HWY 93 N~~	~~EUREKA~~	~~MT~~	~~59917~~	~~406-297-7475~~
MAUDE	KNUDSEN		408 CENTRAL AVE	FAIRFIELD	MT	59436	406-467-2180
SIDNEY	SING	LWK ASSOC OF MONTANA LLC	325 KLEIN AVE	GLASGOW	MT	59230	406-228-8311
SIDNEY	SING	LWK ASSOC OF MONTANA LLC	213 N MEADE	GLEN DIVE	MT	59330	406-377-5221
JENNY	JACOBSON		210 N 2ND ST	HAMILTON	MT	59840	406-363-2380
DANE	KRASKE		1959 US HWY 2 NW	HAVRE	MT	59501	406-265-1434
~~ROBERT E~~	~~MONTGOMERY~~	~~MONTGOMERY&MONTGOMERY-~~	~~275 CORPORATE DR, STE 300~~	~~KALISPELL~~	~~MT~~	~~59901~~	~~406-752-8747~~
RUBY	ANDERSON		324 W MAIN ST	LEWISTOWN	MT	59457	406-535-8911
TRACY	COMEAU		609 E NINTH ST	LIBBY	MT	59923	406-293-7434
SIDNEY	SING	LWK ASSOCIATES OF MT LLC	229 S MAIN ST	LIVINGSTON	MT	59047	406-222-2282
SIDNEY	SING		13 S 2ND ST W	MALTA	MT	59538	406-654-1993
SIDNEY	SING	LWK ASSOC OF MONTANA LLC	330 ROGER LN, STE 6	MILES CITY	MT	59301	406-234-2299
~~ROBERT E~~	~~MONTGOMERY~~		~~414 W RAILROAD ST~~	~~PLAINS~~	~~MT~~	~~59859~~	~~406-826-7498~~
~~ROBERT E~~	~~MONTGOMERY~~		~~50613 US HWY 93~~	~~POLSON~~	~~MT~~	~~59860~~	~~406-883-5245~~
~~ROBERT E~~	~~MONTGOMERY~~		~~63947 US HWY 93~~	~~RONAN~~	~~MT~~	~~59864~~	~~406-676-0521~~
ANDREA	GOUCHENOUR		308 MAIN ST	SHELBY	MT	59474	406-434-2202
JOSEPH	BRADLEY	JMB SERVICES LLC	606 S CENTRAL	SIDNEY	MT	59270	406-433-1818
~~ROBERT E~~	~~MONTGOMERY~~	~~MONTGOMERY&MONTGOMERY-~~	~~566 SPOKANE AVE~~	~~WHITEFISH~~	~~MT~~	~~59937~~	~~406-862-5451~~
SIDNEY	SING		310 US HWY 2 E	WOLF POINT	MT	59201	406-653-3838
JERRY	OVERTON	CAROLINA ASSOC TAX SVC IN	280-C TURNER ST	ABERDEEN	NC	28315	910-692-9333
PROCTOR	KIDWELL	RETIRE MINT INC	1434 E MEMORIAL DR	AHOSKIE	NC	27910	252-332-2657
RAY	REYNOLDS		720-5 HWY 24-27 BYPASS E	ALBEMARLE	NC	28001	704-982-4720
JOHN W	PHILLIPS		WHITES PLAZA, 14028 HWY 19	ANDREWS	NC	28901	828-321-3253
KIRKLAND	CASEY		926 US HWY 64 LAKE PINE PLAZA	APEX	NC	27523	919-462-3292
KIRKLAND	CASEY	CASEY GROUP, INC.	1461 KELLY RD, PUBLIX POINTE	APEX	NC	27502	919-367-6467
NANCY	FLEMING		1712B LIVE OAK AVE	BEAUFORT	NC	28516	252-728-2500
<u>RODNEY</u>	<u>SMALLWOOD</u>	<u>RODNEY E SMALLWOOD CPA PC</u>	<u>32 N MAIN ST, STE 303</u>	<u>BELMONT</u>	<u>NC</u>	<u>28012</u>	<u>704-824-8193</u>
<u>NANCY</u>	<u>FLEMING</u>		<u>117 WRIGHT ST</u>	<u>BURGAW</u>	<u>NC</u>	<u>28425</u>	<u>910-259-0243</u>
GREGORY	ELDER		310 W BY PASS	BURNSVILLE	NC	28714	828-682-6333
NANCY	FLEMING		HOLCOMB BLVD, BLDG 84	CAMP LEJEUNE	NC	28547	910-467-8820
JERRY	OVERTON		1005 MONROE ST, STE H	CARTHAGE	NC	28327	910-947-2114
G. THOMAS	HEDRICK		5820 E1 E WT HARRIS BLVD	CHARLOTTE	NC	28215	704-536-7311
EDGAR	ALVARADO	VELOCITY TAX & FIN'L SERV	4703 CENTRAL AVE	CHARLOTTE	NC	28205	704-566-8124
OBI	ANYAFO	A&C CHARLOTTE MULTISRVS	6301 SOUTH BLVD	CHARLOTTE	NC	28217	704-557-9903
JAMES	ELDER		1655 <u>AQUANA ACQUONI</u> RD <u>STE 2</u>	CHEROKEE	NC	28719	828-497-4077
FAYE	KEZIAH		CENTERVIEW PLAZA, 116 HWY 29 S	CHINA GROVE	NC	28023	704-855-9501
DELORES	CARTER	CARDLE INC	CLAYTON TOWN CENTER, 12813 US 70 BUS HWY W	CLAYTON	NC	27520	919-553-2230
WANDA	WHITLEY	AQUA BONO INC	3780 CLEMMONS RD	CLEMMONS	NC	27012	336-766-4443
LARRY	KING		505 NORTHEAST BLVD	CLINTON	NC	28328	910-592-7827
<u>DAVIDRONA</u> <u>LD</u>	<u>CARMICHAELMO</u> <u>RTON</u>		155 W MILLS ST, UNIT 105	COLUMBUS	NC	28722	828-894-2450
G. THOMAS	HEDRICK		COOLEEMEE SHOPPING CENTER, <u>HWY-7788</u> NC-801	COOLEEMEE	NC	27014	336-284-2724

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
REBECCA	SMITH		118 S HWY 16	DENVER	NC	28037	704-822-1123
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	~~512 ERWIN RD~~ <u>2210 W CUMBERLAND ST</u>	DUNN	NC	28334	910-892-4471
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	5322 NC HWY 55, STE 103	DURHAM	NC	27713	919-294-8598
DEBORAH	COOK	DCC ENTERPRISES INC	403 W KINGS HWY, UNIT F	EDEN	NC	27288	336-627-4220
M.C.	BREWER		1104 N BROAD ST	EDENTON	NC	27932	252-482-2324
M.C.	BREWER		515 W EHRINGHAUS ST	ELIZABETH CITY	NC	27909	252-338-2157
M.C.	BREWER		TANGLEWOOD PAVILLIONS SHPG CTR, 3850 CONLON WAY STE B	ELIZABETH CITY	NC	27909	252-335-1512
JOHNNA	ANDERSON		204 E BROAD ST	ELIZABETH TOWN	NC	28337	910-862-2589
WANDA	WHITLEY	MOUNT AIRY TAX, INC.	1532 N BRIDGE ST	ELKIN	NC	28621	336-835-4386
MARY	CLARK	MTJTS INC	4231 E CHURCH ST	FARMVILLE	NC	27828	252-753-5209
CHRISTOPHE	WILSON		542 OAK ST	FOREST CITY	NC	28043	828-245-0557
PAT	ELDER		316 DEPOT ST	FRANKLIN	NC	28734	828-524-7014
DELORES	CARTER		5131 HWY 42 W, STE 260	GARNER	NC	27529	919-661-1003
EVELYN	EZZELL	EVELYN EZZELL COMPANY INC	SUNRISE SHOP CENTER, 1723 E ASH ST	GOLDSBORO	NC	27530	919-580-1066
~~EVELYN~~	~~EZZELL~~		~~LITTLE RIVER SQUARE, 1312 F W GRANTHAM ST~~	~~GOLDSBORO~~	~~NC~~	~~27530~~	~~919-731-2858~~
EVELYN	EZZELL		2105 WAYNE MEMORIAL DR	GOLDSBORO	NC	27534	919-739-9980
EVELYN	EZZELL		1213 A N BERKELEY BLVD, BERKELEY COMMONS SHOPPING CENTER	GOLDSBORO	NC	27534	919-751-1399
BETTY	GAYDON	FREEDOM TAX SERVICE INC	3011 SPRING GARDEN ST, STE B	GREENSBORO	NC	27403	336-854-4141
STEPHEN	PARKER	LS SERVICIOS PROFESIONALE	4119 A SPRING GARDEN ST	GREENSBORO	NC	27407	336-632-9888
MICHELLE	WHITE	STARLING & FINN TAX SERV	2605 RANDLEMAN RD, STE A	GREENSBORO	NC	27406	336-373-1734
M.C.	BREWER	ATLANTIC TAX GROUP INC	1541 DABNEY DR	HENDERSON	NC	27536	252-492-1981
M.C.	BREWER		1620 N GARNETT ST	HENDERSON	NC	27536	252-492-8307
MARTHA	QUINN	QUINN A.G., INC.	437 S MAIN ST	HENDERSONVILLE	NC	28792	828-692-7878
MARTHA	QUINN		212 S GROVE ST, UNIT B	HENDERSONVILLE	NC	28792	828-696-4002
M.C.	BREWER		207 OCEAN HWY S	HERTFORD	NC	27944	252-426-7370
BRYAN	BRASWELL		4405 OLD MONROE RD	INDIAN TRAIL	NC	28079	704-821-6195
NANCY	FLEMING	N AND J TAX SERV INC	WESTWOOD VILLAGE, 1154 WESTERN BLVD	JACKSONVILLE	NC	28546	910-353-1573
NANCY	FLEMING		600-300 N MARINE BLVD	JACKSONVILLE	NC	28540	910-455-3282
~~NANCY~~	~~FLEMING~~		~~375 JACKSONVILLE MALL~~	~~JACKSONVILLE~~	~~NC~~	~~28546~~	~~910-355-2458~~
NANCY	FLEMING		232 BRYNN MARR RD	JACKSONVILLE	NC	28546	910-353-6533
NANCY	FLEMING		2750 RICHLANDS HWY	JACKSONVILLE	NC	28540	910-219-1441
G. THOMAS	HEDRICK		940 N RIDGE AVE	KANNAPOLIS	NC	28083	704-932-3178
G. THOMAS	HEDRICK		607 S CANNON BLVD	KANNAPOLIS	NC	28083	704-933-7180
G. THOMAS	HEDRICK		2223 ROXIE ST	KANNAPOLIS	NC	28083	704-795-6150
BARBARA	BULL	BJBKERNERSVILLE, INC.	229 N MAIN ST	KERNERSVILLE	NC	27284	336-993-5381
M.C.	BREWER		100 E THIRD ST	KILL DEVIL HILLS	NC	27948	252-261-2106
LANCE	KIRKHAM		110 JEFFERSON CHURCH RD, <u>PO BOX 393</u>	KING	NC	27021	336-983-9112
EVELYN	EZZELL	EVELYN EZZELL COMPANY INC	KINSTON POINTE, 4133 W VERNON AVE	KINSTON	NC	28504	252-939-1040
EVELYN	EZZELL		101 AIRPORT RD STE 1	KINSTON	NC	28501	252-527-3650
WANDA	WHITLEY		6774 SHALLOWFORD RD	LEWISVILLE	NC	27023	336-945-9804
ADOLPHE	THORPE	TAHPI FIN SOLUTION LLC	WALMART SHOPPING CENTER, 270 LOWES BLVD	LEXINGTON	NC	27295	336-249-8238
CHRISTOPHE	WILSON		219 S GREENSBORO ST	LIBERTY	NC	27298	336-715-1500
REBECCA	SMITH	R&D TAX SERVICE	435 N GENERALS BLVD	LINCOLNTON	NC	28092	704-735-0572
DEBORAH	COOK	DCC ENTERPRISES INC	117 MIDTOWN ARCADE	MADISON	NC	27025	336-427-0719
SHARON	LANDRUM		1155 N MAIN ST, STE 4A	MARION	NC	28752	828-652-3069

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
SHARON	LANDRUM		5210 US 25 70 BYPASS	MARSHALL	NC	28753	828-649-3603
BRYAN	BRASWELL		6405-C MARSHVILLE BLVD	MARSHVILLE	NC	28103	704-624-3007
NANCY	FLEMING		PINEY GREEN SHOP CTR, 175 FREEDOM WAY STE F	MIDWAY PARK	NC	28544	910-353-1813
G. THOMAS	HEDRICK		WILLOW OAKS SHOPPING CENTER, 1111 A YADKINVILLE RD	MOCKSVILLE	NC	27028	336-751-3203
BRYAN	BRASWELL		1774-A ROOSEVELT BLVD W	MONROE	NC	28110	704-289-2487
DIANE	NEESE		134 N MAIN ST	MOORESVILLE	NC	28115	704-664-2920
DIANE	NEESE	D&D NEESE LLC	CONSUMER SQUARE, 168 F NORMAN STATION BLVD	MOORESVILLE	NC	28117	704-799-1966
~~J~~ <u>JOANNE</u> ~~NAN~~ <u>CY</u>	~~K~~ <u>KOPANSKI</u> ~~FLEMIN~~ <u>G</u>		~~ARENDELL ST,~~ 4119 ~~D~~ ARENDELL ST <u>STE D</u>	MOREHEAD CITY	NC	28557	252-247-6406
~~J~~ <u>JOANNE</u> ~~NAN~~ <u>CY</u>	~~K~~ <u>KOPANSKI</u> ~~FLEMIN~~ <u>G</u>	~~KOPANSKI'S BUS SERV~~ <u>INC</u>	5209B HWY 70	MOREHEAD CITY	NC	28557	252-727-1985
CHRISTOPHE	WILSON	WILSON ENTERPRISES, INC	3605 DAVIS DR, STE 108	MORRISVILLE	NC	27560	919-377-9348
WANDA	WHITLEY	MOUNT AIRY TAX, INC.	427 N MAIN ST	MOUNT AIRY	NC	27030	336-786-6349
WANDA	WHITLEY		2123 ROCKFORD ST, STE 400	MOUNT AIRY	NC	27030	336-786-6139
WANDA	WHITLEY		1146 W PINE ST	MOUNT AIRY	NC	27030	336-789-5584
MARILYNN	ALLRED		789 W CHARLOTTE AVE	MOUNT HOLLY	NC	28120	704-827-5761
EVELYN	EZZELL	EVELYN EZZELL COMPANY INC	MOUNT OLIVE CENTRE, 1005 N BREAZEALE AVE	MOUNT OLIVE	NC	28365	919-658-5301
M.C.	BREWER		588 CARATOKE HWY	MOYOCK	NC	27958	252-435-1040
PROCTOR	KIDWELL		LOWES SHOPPING CENTER, 843 W MAIN ST	MURFREESBORO	NC	27855	252-398-5949
JOHN W	PHILLIPS	SANTA ROSA BUS SERV, INC.	BEECHWOOD PLAZA SUITE 3, 1502 ANDREWS RD	MURPHY	NC	28906	828-837-5353
GREGORY	ELDER		1223 ELK PARK HWY	NEWLAND	NC	28657	828-733-0272
M.C.	BREWER	ATLANTIC TAX GROUP INC	111 COLLEGE ST	OXFORD	NC	27565	919-693-5704
<u>RICHARD</u>	<u>WHITLEY</u>	<u>THE WHITLEY GROUP, LLC</u>	<u>106 S DEPOT ST, STE A</u>	<u>PILOT MOUNTAIN</u>	<u>NC</u>	<u>27041</u>	<u>336-368-2209</u>
JERRY	OVERTON	CAROLINA ASSOC TAX SVC IN	1420A HWY 5 S	PINEHURST	NC	28374	910-295-3903
CHRISTOPHE	WILSON		288 EAST ST, STE ~~1003~~ <u>1005</u>	PITTSBORO	NC	27312	919-542-1100
M.C.	BREWER		963 US HWY 64 E, STE B	PLYMOUTH	NC	27962	252-793-5088
WILLIAM	HARMON	HARMON'S BUS SERV INC	1374 W HARRISON ST	REIDSVILLE	NC	27320	336-342-3191
WILLIAM	HARMON		1700 ROSWELL ST	REIDSVILLE	NC	27320	336-616-0873
ALAVIA	WYRICK		200 S WILMINGTON ST	RICHLANDS	NC	28574	910-324-6140
JERRY	OVERTON	CAROLINA ASSOC TAX SVC IN	906 ROCKINGHAM RD	ROCKINGHAM	NC	28379	910-895-6437
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	1011 N MADISON BLVD	ROXBORO	NC	27573	336-322-1040
CHRISTOPHE	WILSON		197 RAILROAD AVE	RUTHERFORDTON	NC	28139	828-286-3376
ADOLPHE	THORPE	TAHPI FIN SOLUTIONS LLC	1804 E INNES	SALISBURY	NC	28146	704-636-2065
ADOLPHE	THORPE		1326 N MAIN ST	SALISBURY	NC	28144	980-643-4555
~~A~~ <u>DOLPHE</u>	~~THORPE~~		~~918 ROWAN AVE~~	~~SALISBURY~~	~~NC~~	~~28146~~	~~704-633-9489~~
JENNIFER	MOODY	M&M TAX SERVICE INC	325 S STEELE ST	SANFORD	NC	27330	919-776-8915
JENNIFER	MOODY		2226 JEFFERSON DAVIS HWY	SANFORD	NC	27330	919-774-9743
JENNIFER	MOODY		3256 NC HWY 87 S	SANFORD	NC	27332	919-775-1040
BONNIE	WHITEHURST	B W TOO, INC.	913 MAIN ST	SCOTLAND NECK	NC	27874	252-826-5384
CHRISTOPHE	WILSON		1102 S POLLOCK ST	SELMA	NC	27576	919-965-2539
~~E~~ <u>EVELYN</u>	~~EZZELL~~		~~1090 CANNON AVE, BLDG 3703~~	~~SEYMOUR JOHNSON~~	~~NC~~	~~27534~~	~~919-739-6500~~
EVA	WHITE		4924 MAIN ST STE 4	SHALLOTTE	NC	28470	910-754-6067
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	107 WAL-MART SUPERCENTER	SILER CITY	NC	27344	919-742-5801
CHRISTOPHE	WILSON	WILSON ENTERPRISE, INC.	PINE NEEDLE CENTER, 721 N BRIGHTLEAF BLVD	SMITHFIELD	NC	27577	919-934-3776
ROGER	SIMS	SIMS FINANCIAL SERV. INC.	5130 SOUTHPORT SUPPLY RD SE	SOUTHPORT	NC	28461	910-457-0035
~~B~~ <u>LENDACRY</u>	~~MC~~ <u>KENZIE</u> ~~BOLT~~		323 N MAIN ST, PO BOX 261	SPARTA	NC	28675	336-372-4197

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~CHRISTOPHE~~	~~WILSON~~	~~NEW FREEDOM ENTER., LLC~~	~~1639 US HWY 74A BYPASS COLLEGE AVE, STE 145~~	~~SPINDALE~~	~~NC~~	~~28160~~	~~828-286-1711~~
JAMES	ELDER		SPRUCE PINE SHOP CTR, 12025 HWY 226 S	SPRUCE PINE	NC	28777	828-765-4452
SHARON	LANDRUM		108 S MAIN ST	STANLEY	NC	28164	704-263-8111
RHONDA	MC DANIELS	OMNI TAX SERVICE, INC.	313 S CENTER ST	STATESVILLE	NC	28677	704-873-3356
RHONDA	MC DANIELS		1737-E WILKESBORO HWY	STATESVILLE	NC	28625	704-878-9399
JOANNE	KOPANSKI	KOPANSKI'S BUS SERV INC	712-2 W CORBETT ST	SWANSBORO	NC	28584	910-326-1555
JAMES	ELDER		162 SYLVA PLAZA	SYLVA	NC	28779	828-586-8159
~~CHRISTH~~	~~SKIPPER~~	~~KB TRIN LLC~~	~~202 E 5TH ST~~	~~TABOR CITY~~	~~NC~~	~~28463~~	~~910-653-3213~~
PROCTOR	KIDWELL	RETIRE MINT INC	1600 W HOWARD AVE	TARBORO	NC	27886	252-823-0293
RAY	REYNOLDS		321 N MAIN ST	TROY	NC	27371	910-572-1987
HUGH	HARRINGTON		ANSON STATION SHOP CENTER, 1021 E CASWELL ST	WADESBORO	NC	28170	704-694-5540
M.C.	BREWER		305C E MACON ST	WARRENTON	NC	27589	252-257-2297
KAREN	KING		108 N FRONT ST	WARSAW	NC	28398	910-293-4733
KEITH	KIDWELL	LPK, INC.	2013 W 15TH ST	WASHINGTON	NC	27889	252-946-0497
BRYAN	BRASWELL		1201 N BROOME ST, STE H	WAXHAW	NC	28173	704-243-3615
CONNIE	PLEMMONS	IAAH&F INC	65 EAGLES NEST RD	WAYNESVILLE	NC	28786	828-452-2495
CONNIE	PLEMMONS		~~1157 RUSS AVE~~ 1906 S MAIN ST	WAYNESVILLE	NC	28786	828-452-3508
~~CHRISTH~~	~~SKIPPER~~	~~KB TRIN LLC~~	~~22 NORTHFIELD CENTRE~~	~~WHITEVILLE~~	~~NC~~	~~28472~~	~~910-642-4451~~
PROCTOR	KIDWELL	RETIRE MINT INC	WAL-MART SHOPPING CENTER, 1059 WAL-MART DR	WILLIAMSTON	NC	27892	252-792-7014
JOEL	LYTTON		938-B S STATE ST	YADKINVILLE	NC	27055	336-679-2555
LYLE	LAMOUREUX		515 MAIN ST	BOTTINEAU	ND	58318	701-228-3703
KEVIN	ANDERSON		509 5TH AVE SE	DEVILS LAKE	ND	58301	701-662-5253
JAMES	STROH	TAX GUYS LLC	448 21ST ST W STE B	DICKINSON	ND	58601	701-483-8300
KATHLEEN	REINIGER		1100 19TH AVE N, UNIT O	FARGO	ND	58102	701-235-5215
KATHLEEN	REINIGER	FM BUSINESS SERVICES, LLP	1620 32ND AVE S	FARGO	ND	58103	701-271-8312
KATHLEEN	REINIGER		5050 13TH AVE S, STE 8	FARGO	ND	58103	701-282-4570
TERRY	KLEIN		600 HILL AVE	GRAFTON	ND	58237	701-352-1329
GREG	BRULEY	BEISW.,BRULEY,&WEILAN LLP	2600 DEMERS AVE	GRAND FORKS	ND	58201	701-746-7361
GREG	BRULEY		2715 S WASHINGTON ST	GRAND FORKS	ND	58201	701-746-0425
DAVID	LUNDBORG	WHETSTONE ENTERPRISES LLC	704 1ST AVE S	JAMESTOWN	ND	58401	701-252-4872
DANIEL	LEIER	TEAM RESOURCES, INC.	600 20TH AVE SW	MINOT	ND	58701	701-839-7300
~~CHRISTE~~	~~MEDRUD~~	~~TAX WORK LLC~~	~~8 MAIN ST AVE E, STE 2~~	~~ROLLA~~	~~ND~~	~~58367~~	~~701-477-9533~~
NICK	BROSSART		201 HWY 2 SE	RUGBY	ND	58368	701-776-6305
DIANNE	DRONEN		105 E BROADWAY	STEELE	ND	58482	701-475-2559
DAVID	LUNDBORG		322 2ND ST NW	VALLEY CITY	ND	58072	701-845-1392
VELMA	BJORGUM	VP TAX INC.	211 DAKOTA AVE	WAHPETON	ND	58075	701-642-2128
THOMAS	STREIFEL		2321 SECOND AVE W, STE 1	WILLISTON	ND	58801	701-577-6791
LILLIE	LECHER		101 LARAMIE AVE	ALLIANCE	NE	69301	308-762-5192
BRETT	BENGFORD	WITA LLC	908 CENTRAL	AUBURN	NE	68305	402-274-5035
THOMAS	EYESTONE	TRE, INC.	115 N 6TH ST	BEATRICE	NE	68310	402-223-2141
GREG	BEAM	LKM, INC	1129 HWY 30	BLAIR	NE	68008	402-426-4766
LILLIE	LECHER		905 MAIN ST	BRIDGEPORT	NE	69336	308-262-2900
AMY	SILLIVAN		407 S 9TH AVE	BROKEN BOW	NE	68822	308-872-6249
~~ROGELYN~~	~~SMITH~~		~~403-G 1008 16TH ST~~	~~CENTRAL CITY~~	~~NE~~	~~68826~~	~~308-946-2038~~
TIM	GASWICK		245 MAIN	CHADRON	NE	69337	308-432-4432
LARRY	KEMLING		118 23RD ST, STE 700	COLUMBUS	NE	68601	402-564-1128

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DONNA	ROBB		824 MERIDIAN	COZAD	NE	69130	308-784-2188
SHARON	SCUSA	SCUSA&KLIMENT BUSSERV LLC	915 MAIN AVE STE 6	CRETE	NE	68333	402-826-2295
LANCE	NELSON		522 N 5TH ST	DAVID CITY	NE	68632	402-367-4387
DENNIS	WURM		1419 K ST	FAIRBURY	NE	68352	402-729-2708
PAULA	STRASHEIM		1512 STONE ST	FALLS CITY	NE	68355	402-245-5202
GREG	BEAM	LKM, INC	1728 N BELL	FREMONT	NE	68025	402-721-1119
SALLY	MITCHELL		1260 10TH ST	GERING	NE	69341	308-633-8299
RONALD	GREEN II	LARRABEE CREEK LLC	107 W SECOND	GORDON	NE	69343	308-282-2669
LANCE	NELSON	FLATWATER TAX SVC LLC	1508 S LOCUST	GRAND ISLAND	NE	68801	308-382-5250
LANCE	NELSON		1205 ALLEN DR	GRAND ISLAND	NE	68803	308-389-6009
JOAN	BITTFIELD		1011 W 2ND ST	HASTINGS	NE	68901	402-462-5282
BRAD	KIMBERLY	KIMBERLEY TAX SERVICE LLC	311 LAFAYETTE ST, PO BOX 144	HOLDREGE	NE	68949	308-995-6252
LENARD	PEDERSEN JR.	LACP ENTERPRISES, INC.	1701 2ND AVE	KEARNEY	NE	68847	308-234-2310
LENARD	PEDERSEN JR.		2715 2ND AVE STE D	KEARNEY	NE	68847	308-234-9359
TIMOTHY	ANDERSON	T & P, INC.	816 E 3RD STE E	KIMBALL	NE	69145	308-235-4681
DONNA	ROBB	DONNA ROBB, INC.	617 N GRANT	LEXINGTON	NE	68850	308-324-4914
LANCE	NELSON	RENO ENTERPRISES LLC	2637 O ST	LINCOLN	NE	68510	402-441-3636
LANCE	NELSON		400 N 48TH ST, STE B05	LINCOLN	NE	68504	402-441-3661
LANCE	NELSON		1505 SOUTH ST	LINCOLN	NE	68502	402-441-3655
LANCE	NELSON		5400 S 56TH ST, STE 7	LINCOLN	NE	68516	402-441-3658
LANCE	NELSON		4451 N 26TH ST, STE 700	LINCOLN	NE	68521	402-441-3660
LANCE	NELSON		2901 PINE LAKE RD, STE F	LINCOLN	NE	68516	402-441-3680
~~LANCE~~	~~NELSON~~		~~1651 N 86TH ST, STE 300~~	~~LINCOLN~~	~~NE~~	~~68505~~	~~402-441-3637~~
LANCE	NELSON		6450 O ST, STE 300R	LINCOLN	NE	68510	402-441-3664
JANET	HAAG	HAAG, INC.	216 W 1ST ST	MC COOK	NE	69001	308-345-3310
JAY	WEILER	GRANNEMAN AGENCY, INC.	817 CENTRAL AVE	NEBRASKA CITY	NE	68410	402-873-5289
FELICIA	WAGNER	REES & REES	1305 CENTER DR	NORFOLK	NE	68701	402-371-2686
TIMOTHY	ANDERSON	T & P, INC.	519 S DEWEY	NORTH PLATTE	NE	69101	308-532-8685
TIMOTHY	ANDERSON	T & P, INC.	22 N SPRUCE	OGALLALA	NE	69153	308-284-2214
ROBERT	ALDERSON	BREAK AWAY HOLDINGS LLC	4959 S 155TH ST	OMAHA	NE	68137	402-861-8943
~~FELICIA~~ <u>ROGE</u> <u>R</u>	~~WAGNER~~ <u>SORENS</u> <u>EN</u>		506 E HWY 20, <u>POB 591</u>	ONEILL	NE	68763	402-336-0076
AMY	SILLIVAN		1541 M ST	ORD	NE	68862	308-728-3146
LARRY	MUSIL		212 GRAND	RAVENNA	NE	68869	308-452-3238
LINDA	RIEMERSMA		341 N WEBSTER	RED CLOUD	NE	68970	402-746-3118
RICKY	DAVISON		1316 2ND ST	SAINT PAUL	NE	68873	308-754-4746
LARRY	KEMLING		1211 B ST	SCHUYLER	NE	68661	402-352-3633
SALLY	MITCHELL	SALLY MITCHELL CPA PC	302 W 27TH	SCOTTSBLUFF	NE	69361	308-632-4211
LANCE	NELSON	SDC TAX SERVICES LLC	115 S 6TH ST	SEWARD	NE	68434	402-643-4488
TIMOTHY	ANDERSON	T & P, INC.	1040 ILLINOIS	SIDNEY	NE	69162	308-254-6335
JANET	HAAG		402 BONNER ST, BOX 32	STRATTON	NE	69043	308-276-2331
JAY	WEILER	GRANNEMAN AGENCY, INC.	503 5TH ST	SYRACUSE	NE	68446	402-269-2461
DEBRA	SWANSON		440 N 12TH STE B	TECUMSEH	NE	68450	402-335-3042
ROBERT	ALDERSON		242 S 13TH ST	TEKAMAH	NE	68061	402-374-1877
DANNY	PUBLOW		126 E 2ND ST	VALENTINE	NE	69201	402-376-3798
RODNEY	PATENT		409 MAIN	WAYNE	NE	68787	402-375-4144
ROBERT	ALDERSON		1202 S LINCOLN ST	WEST POINT	NE	68788	402-260-5240

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~DAVID~~ PAUL	~~HYING~~ SKLENAR	H&S BUSINESS SVRS LLC	618 N GRANT AVE	YORK	NE	68467	402-362-5864
PAUL	ANATONE		26 MAIN ST	ANTRIM	NH	3440	603-588-3222
DAVID	POULIN		410 GLEN AVE	BERLIN	NH	3570	603-752-2372
TIMOTHY	TARGETT	NBFS, INC.	126 WASHINGTON ST STE 3	CLAREMONT	NH	3743	603-542-2600
DAVID	POULIN		107 MAIN ST	COLEBROOK	NH	3576	603-237-8566
PAUL	ANATONE	DOUBLE DIP INC	422 CENTRAL AVE	DOVER	NH	3820	603-742-4810
RALPH	RENZELMAN JR.	RIMAJAM LLC	65 ROXBURY ST	KEENE	NH	3431	603-352-4102
RALPH	RENZELMAN JR.		149 EMERALD ST, UNIT D1	KEENE	NH	3431	603-352-4065
PHYLLIS	JOHANSSON		241 UNION AVE	LACONIA	NH	3246	603-524-0951
TIMOTHY	TARGETT		199 HEATER RD	LEBANON	NH	3766	603-727-9743
TIMOTHY	TARGETT	TARGETT LEDGERS, INC.	76 MAIN ST	LITTLETON	NH	3561	603-444-6890
			31 JOHN STARK HWY				
TIMOTHY	TARGETT			NEWPORT	NH	3773	603-863-5530
DAVID	POULIN		PMB 156, 1857 WHITE MOUNTAIN HWY	NORTH CONWAY	NH	3860	603-356-8907
PAUL	ANATONE	DOUBLE DIP INC	PETERBOROUGH PLAZA, 19 WILTON RD STE 13	PETERBOROUGH	NH	3458	603-924-3370
TIMOTHY	TARGETT	NBFS, INC.	612 TENNEY MOUNTAIN HWY	PLYMOUTH	NH	3264	603-536-2662
PAUL	ANATONE	DOUBLE DIP INC	15 FREETOWN RD	RAYMOND	NH	3077	603-895-2003
PAUL	ANATONE	DOUBLE DIP INC	SPAULDING COMMONS, 306 N MAIN ST	ROCHESTER	NH	3867	603-332-0090
PAUL	ANATONE	DOUBLE DIP INC	TRI CITY PLAZA, 110 TRI CITY PLAZA	SOMERSWORTH	NH	3878	603-742-7076
PHYLLIS	JOHANSSON		636 W MAIN ST	TILTON	NH	3276	603-286-8670
TIMOTHY	TARGETT	NBFS, INC.	94 MAIN ST	WEST LEBANON	NH	3784	603-298-1000
~~TIMOTHY~~	~~TARGETT~~		~~55-B MAIN ST~~	~~WEST LEBANON~~	~~NH~~	~~3784~~	~~603-298-9488~~
DAVID	POULIN		1995 RT 16	WEST OSSIPPEE	NH	3890	603-539-2220
PAUL	ANATONE		36 CENTER ST	WOLFEBORO FALLS	NH	3896	603-569-6878
PAUL	ANATONE	DOUBLE DIP INC	79 CENTRAL ST	WOODSVILLE	NH	3785	603-747-8141
ENRIQUE	ENRIQUEZ	E.G. ENRIQUEZ & CO INC	380 S WASHINGTON AVE	BERGENFIELD	NJ	7621	201-384-9450
ENRIQUE	ENRIQUEZ		13 S WASHINGTON AVE	BERGENFIELD	NJ	7621	201-384-1096
CONSUELO	CASTILLO		510 MAIN ST	BRADLEY BEACH	NJ	7720	732-869-1882
CLARK	DE GROFF III		20 COURT HOUSE S DENNIS RD	CAPE MAY COURT HOUSE	NJ	8210	609-465-3272
MICHAEL	MAZZUCCO	MICHAEL MAZZUCCO LLC	13 WATCHUNG AVE	CHATHAM	NJ	7928	973-701-6799
MICHAEL	MAZZUCCO		HICKORY SQUARE SHOPPING CENTER, 641 SHUNPIKE RD	CHATHAM	NJ	7928	973-236-0802
MICHAEL	PAOLINI		2 SPLIT ROCK, STE 4	CHERRY HILL	NJ	8003	856-433-8027
~~HARVIN~~	~~FREEDMAN~~	~~FREEDMAN-ACCTG-SVC-CPA-PA~~	~~206-WESTFIELD-AVE~~	~~CLARK~~	~~NJ~~	~~7066~~	~~732-574-2100~~
MICHAEL	MAZZUCCO		271 RTE 46 W, STE B101	FAIRFIELD	NJ	7004	973-701-6799
CONSUELO	CASTILLO		19 S ST	FREEHOLD	NJ	7728	732-333-0111
MICHELLE	GILLESPIE		1110 HARRISON ST	FRENCHTOWN	NJ	8825	908-628-3600
RICK	SEPE		301 BELLEVUE AVE STE 1	HAMMONTON	NJ	8037	609-561-1006
RODRIGO	LIZO	RELIANT PROF RES., INC.	735 W SIDE AVE	JERSEY CITY	NJ	7306	201-435-1500
CONSUELO	CASTILLO	CONSUELO'S TRAVEL LLC	220 3RD ST	LAKEWOOD	NJ	8701	732-886-0035
JANE	NASH	NASH & NASH LLC	1243 US HWY 22 E	LEBANON	NJ	8833	908-840-4655
PAUL	DAVISON	MIFI CORPORATION	201 STRYKERS RD, STE 16	LOPATCONG	NJ	8865	908-454-9670
~~MARK~~	~~STERNBERG~~		~~746 RTE 34 STE 6~~	~~MATAWAN~~	~~NJ~~	~~7747~~	~~732-583-3272~~

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JULIO	MADERA	MADERA TAX PREP OF LLC	368 BROAD ST	NEWARK	NJ	7104	973-350-1657
ANDREA	LOPEZ		195 BLOOMFIELD AVE	NEWARK	NJ	7104	973-482-2727
MARISOL	BARIAS	J. M. BARLOS, INC.	594 BROADWAY	NEWARK	NJ	7104	973-485-6676
CECILIA	COOPER	CA COOPER LLC	BAYSHORE MALL, 3845 BAYSHORE RD	NORTH CAPE MAY	NJ	8204	609-886-7639
CLARK	DE GROFF III		210 E 10TH ST	OCEAN CITY	NJ	8226	609-398-2245
OSCAR	PEREZ	NABETA TRAVEL INC	28 BROADWAY	PASSAIC	NJ	7055	973-471-7805
CLARK	DE GROFF III		130 N BROADWAY	PENNSVILLE	NJ	8070	856-678-4115
CONSUELO	CASTILLO		86A BRIDGE AVE	RED BANK	NJ	7701	732-212-0526
CLARK	DE GROFF III		172 E BROADWAY	SALEM	NJ	8079	856-935-3840
CLARK	DE GROFF III		2087 S RTE 9	SEAVILLE	NJ	8230	609-624-1580
~~KATH~~	~~DAILEY~~		~~415 EGG HARBOR RD~~	~~SEWELL~~	~~NJ~~	~~8080~~	~~856-218-8161~~
~~KATH~~	~~DAILEY~~		~~542 BERLIN-CROSS KEYS RD, UNIT 8~~	~~SICKLERVILLE~~	~~NJ~~	~~8081~~	~~856-875-9667~~
RICK	SEPE		605 NEW RD	SOMERS POINT	NJ	8244	609-927-1627
CLARK	DE GROFF III		14 VILLAGE CENTER DR	SWEDESBORO	NJ	8085	856-467-1040
ENRIQUE	ENRIQUEZ		1594 LAKEWOOD RD, UNIT 12	TOMS RIVER	NJ	8755	848-224-4044
CECELIA	OSPINO		2609 BERGENLINE AVE	UNION CITY	NJ	7087	201-864-3950
CECILIA	COOPER	CA COOPER LLC	3307 NEW JERSEY AVE	WILDWOOD	NJ	8260	609-522-4273
ROBERT	REDWINE		1720 LOUISIANA BLVD NE, STE 212	ALBUQUERQUE	NM	87110	505-255-7300
BRENDA	COSPER	COSPER ENTERPRISES INC	502 W TEXAS STE A	ARTESIA	NM	88210	575-746-3456
DANIEL	PAYNE		1415 W AZTEC BLVD, STE A3	AZTEC	NM	87410	505-334-2552
~~BLANDY~~	~~MOYA~~	~~GBM, LLC~~	~~600-C W REINKEN~~	~~BELEN~~	~~NM~~	~~87002~~	~~505-864-6166~~
~~BLANDY~~	~~MOYA~~	~~GBM, LLC~~	~~795 BOSQUE FARMS BLVD~~	~~BOSQUE FARMS~~	~~NM~~	~~87068~~	~~505-869-9181~~
~~ROBERT~~ <u>AUS</u> ~~TIN~~	~~REDWINE~~ <u>SHEEN</u>	~~NM-TAX ENTERPRISES INC~~ <u>NEW</u> ~~MEXICO TAX ASSOCS LLC~~	1501 W PIERCE ST	CARLSBAD	NM	88220	575-885-2260
~~ROBERT~~ <u>AUS</u> ~~TIN~~	~~REDWINE~~ <u>SHEEN</u>		128 N CANYON ST	CARLSBAD	NM	88220	575-628-8896
BRENDA	COSPER	COSPER ENTERPRISES INC	1300 N PRINCE ST	CLOVIS	NM	88101	575-742-3111
BRENDA	COSPER		616 W 21ST ST	CLOVIS	NM	88101	575-763-5252
MONICA	HARDEMAN	MMH ENTERPRISES LLC	1010-D N RIVERSIDE DR	ESPANOLA	NM	87532	505-753-4866
~~VERNON~~	~~COSENTINO~~		~~808 MAIN ST~~	~~EUNICE~~	~~NM~~	~~88231~~	~~575-394-2726~~
DANIEL	PAYNE	PAYNE TAX ENTERPRISES LLC	3501 E MAIN ST STE J	FARMINGTON	NM	87402	505-436-2699
DANIEL	PAYNE		106 W MAIN ST	FARMINGTON	NM	87401	505-258-4435
RODNEY	TAKUMI	RK TAX SERVICES, INC.	1650 E HWY 66	GALLUP	NM	87301	505-488-2936
APRIL	MONTOYA		808 N 1ST ST	GRANTS	NM	87020	505-287-7843
JOSEPH	SMITH	NEW MEXICO TAX ASSOCS LLC	2404 N GRIMES, STE B06	HOBBS	NM	88240	575-392-4077
DENNIS	SCHOCK	TAX SHOP LLC	2500 7TH ST, STE D	LAS VEGAS	NM	87701	505-425-1040
DENNIS	SCHOCK	SCHOCK & COMPANY LLC	1627 B CENTRAL AVE	LOS ALAMOS	NM	87544	505-662-6168
~~BLANDY~~	~~MOYA~~		~~1400 MAIN ST NW, STE G~~	~~LOS LUNAS~~	~~NM~~	~~87031~~	~~505-865-2944~~
JAMES	COSENTINO		123 N MAIN ST	LOVINGTON	NM	88260	575-396-5194
~~BRENDA~~	~~COSPER~~	~~COSPER ENTERPRISES INC~~	~~321~~ <u>421</u> S AVE C <u>STE B</u>	PORTALES	NM	88130	575-356-8352
JESUS	CONTRERAS		120 N 2ND ST	RATON	NM	87740	575-445-8735
ROBERT	REDWINE	NM-TAX ENTERPRISES INC	1100 S MAIN ST STE D	ROSWELL	NM	88203	575-622-5455
~~ROBERT~~	~~REDWINE~~		~~4301 N MAIN~~	~~ROSWELL~~	~~NM~~	~~88201~~	~~575-625-9247~~
ROBERT	REDWINE	NM-TAX ENTERPRISES INC	1800 SUDDERTH DR	RUIDOSO	NM	88345	575-257-4223
MONICA	HARDEMAN	MMH ENTERPRISES LLC	2109-A CERRILLOS RD	SANTA FE	NM	87505	505-471-6363
MONICA	HARDEMAN		3517 ZAFARANO DR STE A23	SANTA FE	NM	87507	505-473-7591
ROSE	GARCIA		132 S 5TH ST, PO BOX 361	SANTA ROSA	NM	88435	575-472-2627

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~DANIEL~~	~~PAYNE~~		~~HWY 491 AND 64~~	~~SHIPROCK~~	~~NM~~	~~87420~~	~~505-368-4160~~
DOLORES	FLORES	C DEE INC	1878 HWY 180 E	SILVER CITY	NM	88061	575-388-1901
DENNIS	SCHOCK	TAX SHOP LLC	622-F PASEO DEL PUEBLO SUR	TAOS	NM	87571	575-758-3153
DANA	LONGCHAMPS	LTS, INC.	185 S SCOTT ST	BATTLE MOUNTAIN	NV	89820	775-635-5204
DEBORAH	LINDSEY	LINDSEY PEAK LLC	331 11TH ST, STE 112	ELKO	NV	89801	775-738-4026
~~DEBORAH~~	~~LINDSEY~~		~~171 SILVER ST, SPACE 100~~	~~ELKO~~	~~NV~~	~~89801~~	~~775-777-3330~~
DEBORAH	LINDSEY		2570 IDAHO ST	ELKO	NV	89801	775-738-4845
SANDRA	KELSEY	NO NV TAX & FIN SRVCS LLC	1676 AULTMAN ST	ELY	NV	89301	775-289-4411
THERESA	BUCHANAN		1961 W WILLIAMS AVE	FALLON	NV	89406	775-423-8200
CORY	TOLMAN	NNV TAX INC	1375 E NEWLANDS DR, STE 3	FERNLEY	NV	89408	775-575-5100
CORY	TOLMAN		415 8TH ST, STE C	HAWTHORNE	NV	89415	775-945-3844
~~CLAUDIA~~	~~GARCIA-TELLO~~	~~CONFIA, LLC~~	~~10121014 E CHARLESTON BLVD, STE 103101~~	~~LAS VEGAS~~	~~NV~~	~~89104~~	~~702-474-7197~~
KATHY	APFEL	KATTAX BUS & FIN'L SVCS	4735 S DURANGO DR STE 120	LAS VEGAS	NV	89147	702-796-1040
VICTOR	MORALES	SERVITAX INC	4750 W FLAMINGO RD	LAS VEGAS	NV	89103	702-255-1040
VICTOR	MORALES		4545 E TROPICANA AVE	LAS VEGAS	NV	89121	702-458-3939
VICTOR	MORALES		4522 W CHARLESTON	LAS VEGAS	NV	89102	702-362-5814
VICTOR	MORALES		3901 W CHARLESTON BLVD	LAS VEGAS	NV	89102	~~000-000-0000~~ <u>702-463-5154</u>
LINDA	JORDAN	WYNNEWOOD GROUP, INC.	3030 S NEEDLES HWY, STE 1000	LAUGHLIN	NV	89029	702-298-3030
AMIE	FULLER		483 W MESQUITE BLVD	MESQUITE	NV	89027	702-346-5797
DONALD	KAMINSKI JR.		TONOPAH STATION MALL, 1137 S MAIN ST STE A2	TONOPAH	NV	89049	775-482-6181
SANDRA	KELSEY		1715 W WENDOVER BLVD	WEST WENDOVER	NV	89883	775-664-3727
ROBERTA	NORMAN		530 MELARKEY ST	WINNEMUCCA	NV	89445	775-623-4218
THERESA	BUCHANAN		500 W GOLDFIELD AVE, STE 1	YERINGTON	NV	89447	775-463-4755
THOMAS	RICK		59 MAIN ST	AKRON	NY	14001	716-542-9234
THOMAS	RICK		115 N MAIN ST	ALBION	NY	14411	585-589-7133
THOMAS	RICK		13186 BROADWAY	ALDEN	NY	14004	716-937-4278
NICKI	DURFEE		190 E MAIN ST	ATTICA	NY	14011	585-591-2288
DAWN	EVERY	EVERY ENTERPRISES INC	5552 E AVON PLAZA	AVON	NY	14414	585-226-6360
~~DAWN~~	~~EVERY~~		~~5552 E AVON PLAZA STE 3~~	~~AVON~~	~~NY~~	~~14414~~	~~585-582-6699~~
ANTHONY	MANCUSO	WMH LLC	4140 VETERANS MEMORIAL DR, STE 10	BATAVIA	NY	14020	585-813-0123
ANTHONY	MANCUSO		565 E MAIN ST	BATAVIA	NY	14020	585-344-2605
~~STEVEN~~	~~ANDERSON~~	~~HRB BEACON INC~~	~~412 MAIN ST 1020 WOLCOTT AVE~~	~~BEACON~~	~~NY~~	~~12508~~	~~845-831-0800~~
WARREN	GRUBERGER	FREEPORT TAX SERVICES INC	2584 SUNRISE HWY	BELLMORE	NY	11710	516-799-2919
WANDA	CALHOUN		119 1/2 MAIN ST	BOONVILLE	NY	13309	315-942-3895
HERNANDO	CORREA		750 SUFFOLK AVE	BRENTWOOD	NY	11717	631-231-0086
~~LA GRECA~~	~~RICHARD~~		~~2390 ROUTE 6~~	~~BREWSTER~~	~~NY~~	~~10509~~	~~845-279-8400~~
KRIS	DIALAH		914 PROSPECT AVE E162 ST	BRONX	NY	10459	718-589-5160
JUAN	VAZQUEZ	QVS INCOME TAX SERVS INC	2013 WILLIAMSBRIDGE RD	BRONX	NY	10461	929-777-9229
ANA	TAVERAS	ANA T ENTERPRISES INC	1406 OGDEN AVE	BRONX	NY	10452	718-992-1922
~~JQEL~~	~~NOLASCO~~	~~GREEN TAX LLC~~	~~22602262 GRAND CONCOURSE~~	~~BRONX~~	~~NY~~	~~10457~~	~~718-733-2204~~
MARIO	ABREU	UN TAX ABLE INC	701 E 180TH ST	BRONX	NY	10457	646-490-2386
HERNANDO	CORREA		1312 BROADWAY	BROOKLYN	NY	11221	718-573-2119
HERNANDO	CORREA	TAX CORSAN CORP	300 WYCKOFF AVE	BROOKLYN	NY	11237	718-821-7737
~~MICHELANGE~~	~~LUBIN~~	~~THE LUBIN CORPORATION~~	~~1667 RALPH AVE~~	~~BROOKLYN~~	~~NY~~	~~11236~~	~~718-676-2720~~
MYRNA	KILGORE DEJESUS		~~175 WYCKOFF~~ <u>169 IRVING</u> AVE	BROOKLYN	NY	11237	718-497-4765
BORIS	FURMAN	TAX TARGET GROUP LLC	1047 BRIGHTON BEACH AVE, FLOORS 1 AND 2	BROOKLYN	NY	11235	718-615-0500

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
BORIS	FURMAN		1047 BRIGHTON BEACH AVE, 1FL	BROOKLYN	NY	11235	718-648-1140
MICHAEL	FELICE III	LAMONICA & FELICE INC	397 FLATBUSH AVE	BROOKLYN	NY	11238	718-789-0992
MARINA	LERNER	MCLAN ACCOUNTING SVC LLC	4121 18TH AVE	BROOKLYN	NY	11218	718-871-8250
CRAIG	LAVIGNE		4 MAIN ST	CANTON	NY	13617	315-386-3410
DIANA	CARPENTER	DNR ASSOCIATES LLC	138 ALBANY ST	CAZENOVIA	NY	13035	315-655-2784
JANE	HOWARD		12469 OLEAN RD STE 3	CHAFFEE	NY	14030	716-492-2533
JULIA	WANG	FITA SERVICES INC	14-48 COLLEGE POINT BLVD	COLLEGE POINT	NY	11356	718-888-9081
MAHADEO	SINGH	TRIANGLE PERSNL SRCS INC	96-15 37TH AVE	CORONA	NY	11368	347-396-5523
CLAY	BULLERS		25 OSSIAN ST	DANVILLE	NY	14437	585-335-2323
MICHAEL	PHILLIPS		28 CLARA BARTON ST	DANVILLE	NY	14437	000-000-0000
DAVID	READ		10 COURT ST	DELHI	NY	13753	607-746-2399
CLAY	BULLERS	BULLERS ENTERPRISES, INC.	52 1/2 N ST	DRYDEN	NY	13053	607-844-9044
JARRETT	SCALISE	DUNKIRK HRB, INC.	108 E 4TH ST	DUNKIRK	NY	14048	716-366-3404
FRANK	PASATIERI	FRANK J PASATIERI INC	1790 HEMPSTEAD TPK	EAST MEADOW	NY	11554	516-794-6800
NICOLE	PETERSEN	FARMINGVILLE TAX SERVICE	391 HORSEBLOCK RD, STE A	FARMINGVILLE	NY	11738	631-846-3491
SARAH	JIA	ALLSTATE TAX & ACCTG INC	40-13 MAIN ST, STE 2B	FLUSHING	NY	11354	718-461-0778
BRUCE	GORDON		116-03 QUEENS BLVD	FOREST HILLS	NY	11375	718-268-4011
CLAY	BULLERS	BULLERS ENTERPRISES, INC.	TWO RYAN DR, STE 3	GENESEO	NY	14454	585-243-2310
MICHAEL	PHILLIPS		24 TILLMAN ST	GENEVA	NY	14456	315-789-3310
~~DAVID~~	~~WOLF~~	~~COMPASS FINANCIAL, INC~~	~~90 CLOWES AVE~~	~~GOSHEN~~	~~NY~~	~~10924~~	~~845-294-9672~~
CRAIG	LAVIGNE	CRAIG, INC.	79 E MAIN ST	GOVERNEUR	NY	13642	315-287-1030
SCOTT	DERWICK	FOX HOLDINGS, INC.	2 E MAIN ST	GOWANDA	NY	14070	716-532-9944
TRACY	ELLIS	CHAMPLAIN TWELVE LLC	79 MAIN ST	GRANVILLE	NY	12832	518-642-2738
~~KATHLEEN~~ ~~DAVID~~	~~BULLIS~~ ~~READ~~		17 GENESEE ST	GREENE	NY	13778	607-656-4779
~~DAVID~~	~~READ~~	~~DAY & READ INC~~	~~1156 STATE RTE 29~~	~~GREENWICH~~	~~NY~~	~~12834~~	~~518-692-8614~~
DAVID	READ	~~DAY & READ INC~~	1240 STATE RTE 29	GREENWICH	NY	12834	518-692-8099
CLAY	BULLERS		201 MAIN ST	GROTON	NY	13073	607-898-9099
DAVID	READ		500 E STATE ST	HERKIMER	NY	13350	315-866-5637
SCOTT	DERWICK	FOX HOLDINGS, INC.	282 CANISTEO ST, STE 102	HORNELL	NY	14843	607-324-5041
LINDA	CLARKE		FAIRVIEW PLAZA, 160 FAIRVIEW PLAZA STE 87	HUDSON	NY	12534	518-828-6692
~~LINDA~~	~~CLARKE~~		~~86 HEALY BLVD, STE 2~~	~~HUDSON~~	~~NY~~	~~12534~~	~~518-828-7015~~
MAHADEO	SINGH	TRIANGLE PERSNL SRCS INC	86-51 WOODHAVEN BLVD	JAMAICA	NY	11421	718-850-3968
JARRETT	SCALISE		130 CHAUTAUQUA MALL BLVD	LAKEWOOD	NY	14750	716-763-1748
RICHARD	LA GRECA	LA GRECA TAX SERVICE INC	1385 BOSTON POST RD	LARCHMONT	NY	10538	914-834-7900
~~DAWN~~	~~EVERY~~		~~1260 ROCHESTER ST~~	~~LIMA~~	~~NY~~	~~14485~~	~~585-582-6699~~
DAVID	EMMERMAN		139 N WELLWOOD AVE	LINDENHURST	NY	11757	631-225-1040
DAVID	READ	~~DAY~~ ~~SCARAFILE~~ ~~&~~ ~~READ~~ ~~REVALLA, INC.~~	273 W MAIN ST	LITTLE FALLS	NY	13365	315-823-1280
JOHN	SAVIGNANO	JOHN J SAVIGNANO & CO PC	47-46 VERNON BLVD, SECOND FLOOR	LONG ISLAND CITY	NY	11101	718-707-0955
JOHN	SAVIGNANO		41-18 CRESCENT ST	LONG ISLAND CITY	NY	11101	718-707-0295
MARY	ROTH	INTEGRITY TAX SERV., INC.	20 BROAD ST	LYONS	NY	14489	315-946-9658
MARY	ROTH	INTEGRITY TAX SERV., INC.	W WAYNE PLAZA, 1900 RTE 31	MACEDON	NY	14502	315-538-0017
CRAIG	LAVIGNE	CRAIG, INC.	9 RAYMOND ST	MALONE	NY	12953	518-483-0222
WILLIAM	FRIDLEY		213 MAIN ST, STE 100	MASSENA	NY	13662	315-764-0269
THOMAS	RICK		437 MAIN ST	MEDINA	NY	14103	585-798-2636
~~DAVID~~	~~WOLF~~	~~COMPASS FINANCIAL, INC~~	~~CAMPBELL PLAZA, 125 DOLSON AVE~~	~~MIDDLETOWN~~	~~NY~~	~~10940~~	~~845-342-0122~~

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
DAVID	WOLF		ORANGE PLAZA, 444 RT 211 E STE 6	MIDDLETOWN	NY	10940	845-343-3515
DAVID	WOLF		24 E MAIN ST	MIDDLETOWN	NY	10940	845-342-2707
KEVIN	MC GRANE	MT SINAI TAX CORP	465 RTE 25A, UNIT 3	MILLER PLACE	NY	11764	631-849-6051
LINDA	CLARKE		5 CENTURY BLVD	MILLERTON	NY	12546	518-789-3647
DAVID	WOLF	COMPASS FINANCIAL, INC	9 1/2 LAKE ST	MONROE	NY	10950	845-783-3114
CLAY	BULLERS		148 MAIN ST	MORAVIA	NY	13118	315-497-3259
CLAY	BULLERS		15 E STATE ST, STE 1	MOUNT MORRIS	NY	14510	585-658-5457
DAVID	EMMERMAN		204 E 84TH ST	NEW YORK	NY	10028	212-249-2525
CARMEN	PEREZ	VIA TAX PREPARATION INC	600 W 139TH ST, FRONT 2	NEW YORK	NY	10031	212-926-5697
LYN	GALLEY		2911 S MAIN ST	NEWFANE	NY	14108	716-778-5012
WILLIAM	FRIDLEY		6 MECHANIC ST	NORWICH	NY	13815	607-334-8900
WILLIAM	FRIDLEY		SEAWAY SHOPPING CENTER, 701 CANTON ST	OGDENSBURG	NY	13669	315-393-5831
SCOTT	DERWICK	FOX HOLDINGS, INC.	487 N UNION ST	OLEAN	NY	14760	716-373-2008
JO ELLEN	HUGHES		364 CHESTNUT ST	ONEONTA	NY	13820	607-432-0161
JO ELLEN	HUGHES		PRICE CHOPPER SHOP PLAZA, 5626 STATE HWY 7	ONEONTA	NY	13820	607-433-2542
DAVID	EMMERMAN	EMMERMAN BOYLE & ASSOC	108 W MAIN ST	PATCHOGUE	NY	11772	631-286-0880
DAVID	EMMERMAN		655 MONTAUK HWY, STE 14	PATCHOGUE	NY	11772	631-207-2076
DAVID	EMMERMAN		102 W MAIN ST	PATCHOGUE	NY	11772	631-654-5459
STEVEN	ANDERSON	HRB BEACON INC	158 RTE 22, STE C2	PAWLING	NY	12564	845-855-1241
MICHAEL	PHILLIPS		491 W WHITNEY RD	PENFIELD	NY	14526	816-854-3000
LEOPOLDO	MANCILLA	AM & TM CORP.	16 MAIN ST	PENN YAN	NY	14527	315-536-8779
CLAY	BULLERS		67 S MAIN ST	PERRY	NY	14530	585-237-3343
MARY	ROTH		92 MAIN ST	PHELPS	NY	14532	315-548-3782
CRAIG	LAVIGNE	NORTH COUNTRY TAX LLC	79 HAMMOND LN	PLATTSBURGH	NY	12901	518-563-5680
CRAIG	LAVIGNE		5131 US AVE, STE 1	PLATTSBURGH	NY	12901	518-825-1040
DAVID	WOLF	COMPASS FINANCIAL, INC	50-52 FRONT ST	PORT JERVIS	NY	12771	845-856-5721
CRAIG	LAVIGNE		53 MARKET ST	POTSDAM	NY	13676	315-265-8160
LYN	GALLEY		2546 YOUNGSTOWN-LOCKPORT RD	RANSOMVILLE	NY	14131	716-791-3908
LINDA	CLARKE		7270 S BROADWAY	RED HOOK	NY	12571	845-758-6550
BRUCE	GORDON	GORDON & MCCARTHY INC	63-48 ALDERTON ST	REGO PARK	NY	11374	718-478-3900
CLAY	BULLERS		132 ALLENS CREEK RD, STE 205	ROCHESTER	NY	14618	585-442-3230
ROSE	MAYE		755 W MAIN ST	ROCHESTER	NY	14611	585-235-5710
MICHAEL	PHILLIPS	PETRELLA PHILLIPS LLP	1892 S WINTON RD, STE 180	ROCHESTER	NY	14618	585-544-1040
MICHAEL	PHILLIPS		11 CHESTNUT RIDGE RD	ROCHESTER	NY	14624	000-000-0000
MICHAEL	PHILLIPS		451 COOPER RD	ROCHESTER	NY	14617	585-467-0821
WANDA	CALHOUN		1758 BLACK RIVER BLVD, STE 10	ROME	NY	13440	315-336-4990
RICARDO	BENTHAM	BENTHAM BUSINESS GROUP IN	11335 FARMERS BLVD	SAINT ALBANS	NY	11412	718-740-9797
SCOTT	DERWICK	FOX HOLDINGS, INC.	BROAD STREET PLAZA, 677 BROAD ST	SALAMANCA	NY	14779	716-945-4016
CRAIG	LAVIGNE		110 BROADWAY	SARANAC LAKE	NY	12983	518-891-0844
DAVID	READ		184 EDIE RD, STE B	SARATOGA SPRINGS	NY	12866	518-587-1136
DAVID	READ	DAY & READ REVALLA, INC.	55 MAIN ST	SIDNEY	NY	13838	607-563-1040
JARRETT	SCALISE		321 CENTRAL AVE	SILVER CREEK	NY	14136	716-934-3311
PEARL	SIBADAN	SIBADAN AND SIBADAN	117-02 ROCKAWAY BLVD	SOUTH OZONE PARK	NY	11420	718-843-6448
KEITH	REYNOLDS		9 E MAIN ST	SPRINGVILLE	NY	14141	716-592-9282
ANNA	PAOLINO	GRANVILLE TAX SERVICE INC	2025 RICHMOND AVE, STE 8	STATEN ISLAND	NY	10314	718-494-5420
MICHAEL	FELICE III		13 TREMONT AVE	STATEN ISLAND	NY	10314	718-852-9366
LENORE	CURTIS	TWO LAKES LLC	94 MONTCALM ST, STE 3	TICONDEROGA	NY	12883	518-585-7964

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
DAVID	READ		NORTH UTICA SHOPPING CENTER, 50 AUERT AVE	UTICA	NY	13502	315-735-2427
DAVID	READ		142 DELAWARE ST	WALTON	NY	13856	607-865-7429
CLAY	BULLERS		461 N MAIN ST	WARSAW	NY	14569	585-786-2020
~~DAVID~~	~~WOLF~~	~~COMPASS FINANCIAL, INC~~	~~42 MAIN ST~~	~~WARWICK~~	~~NY~~	~~10990~~	~~845-986-7099~~
WILLIAM	FRIDLEY		127 W MAIN ST	WATERVILLE	NY	13480	315-841-8001
CLAY	BULLERS	BULLERS ENTERPRISES, INC.	407 S FRANKLIN ST	WATKINS GLEN	NY	14891	607-535-4581
SCOTT	DERWICK	FOX HOLDINGS, INC.	~~NORTHERN LIGHTS~~ <u>RIVERWALK</u> PLAZA, ~~3494-ANDOVER~~ <u>139 BOLIVAR</u> RD	WELLSVILLE	NY	14895	585-593-4063
ALAN	SHROUT	SHROUT BUS SERV OF NY LLC	29 E MAIN ST	WESTFIELD	NY	14787	716-326-3264
DAVID	EMMERMAN		1025 WESTCHESTER AVE, STE 301	WHITE PLAINS	NY	10604	914-328-1729
TRACY	ELLIS		10014 STATE RTE 4, STE 1	WHITEHALL	NY	12887	518-499-1251
~~DAVID~~	~~READ~~		~~2666 MAIN ST~~	~~WHITNEY POINT~~	~~NY~~	~~13862~~	~~607-692-3171~~
MARY	ROTH		12038 MAIN ST	WOLCOTT	NY	14590	315-594-2717
JOSE	FELIPE	FELIPE & ~~ASSOCIATED~~ <u>ASSOCIATES</u> LLC	78-14 JAMAICA AVE	WOODHAVEN	NY	11421	718-296-3300
NIDIA	TERUEL	GE TAX SERVICES CORP	4605 48TH AVE	WOODSIDE	NY	11377	718-786-0250
NELSON	SANTANA		260 RIVERDALE AVE	YONKERS	NY	10705	914-376-2541
CHRISTOPHE	NESTER		66 W MAIN ST	AMELIA	OH	45102	513-753-9384
TONYA	BLUHM MCCAULEY	BLUEBEARY WAY LLC	507 RICHLAND AVE, STE 107	ATHENS	OH	45701	740-589-5403
JANET	CLAWSON		14 NEW HUDSON RD, UNIT C	AURORA	OH	44202	330-562-1460
SHAWN	LAUFFER	MUSTANG BLAKE LLC	33382 WALKER RD UNIT J	AVON LAKE	OH	44012	440-933-2577
BETTI JO	HARMON		1055 W MARKET ST, STE C	BALTIMORE	OH	43105	740-862-4365
DONALD	PIPPIN	PIPPIN ENTERPRISES, INC.	120 S MAIN ST	BELLEFONTAINE	OH	43311	937-599-2410
PAUL	BEATTIE		855 W MAIN ST STE F	BELLEVUE	OH	44811	419-483-6422
RONALD	MORTON		720 W PLANE ST, STE 130	BETHEL	OH	45106	513-734-4009
JOEL	SMITH	R&J SMITH ENTERPRISES LLC	109 E MAIN	BLANCHESTER	OH	45107	937-783-3552
RICHARD	LAMBERT	DAVE & DICK INC	200 S MAIN ST	BOWLING GREEN	OH	43402	419-352-9467
LISA	NORSTROM		3698 CENTER RD	BRUNSWICK	OH	44212	330-225-8200
BRENT	SHEA	SHEA TAX CONSULTING INC	1224 S MAIN ST	BRYAN	OH	43506	419-636-6757
PHILLIP	MC GUIRE	MCGUIRE NEVADA MGMT INC.	700 N SANDUSKY AVE	BUCYRUS	OH	44820	419-562-8088
RENEA	RIESEN		239 E WARREN ST	CADIZ	OH	43907	740-942-3400
BETTI JO	HARMON		317 WEST ST	CALDWELL	OH	43724	740-732-2068
TAMMY	LAMBERT		SOUTHGATE SHOPPING CENTER, 3091 CLEVELAND AVE SW	CANTON	OH	44707	330-484-6026
~~CYNTHIA~~ <u>JOS</u> ~~ELLM~~	~~KINSE~~ <u>GREEN</u>		101 W FINDLAY ST	CAREY	OH	43316	419-396-3113
PATRICIA	FLUHARTY		111 E MAIN, P O BOX 546	CARROLLTON	OH	44615	330-627-4900
JOSEPH M	GREEN		818 N MAIN ST	CELINA	OH	45822	419-586-6711
WANDA	PETKOSEK		540 WATER ST, STE 208	CHARDON	OH	44024	440-285-3191
WANDA	PETKOSEK		WEST GEAUGA PLAZA, 12658 W GEAUGA PLAZA	CHESTERLAND	OH	44026	440-729-3102
ELSIE	BEATTIE		311 W MCPHERSON HWY	CLYDE	OH	43410	419-547-1040
MUNIR	SAHAAG	BENCHMARK ACCTG & TAX SER	5183 N HIGH ST	COLUMBUS	OH	43214	614-396-6657
JENNIFER	PALAGYI	J&M BUSINESS SERVICE	263 LIBERTY ST	CONNEAUT	OH	44030	440-593-5400
MELANIE	SHUGERT		55 DOWNTOWNER PLAZA	COSHOCOTON	OH	43812	740-622-1730
RONALD	MORTON		1514 MIAMISBURG-CENTERVILLE RD	DAYTON	OH	45459	937-434-6111
SUE	THOMPSON	TAX PROS AND ASSOCS LLC	1937 E SECOND ST	DEFIANCE	OH	43512	419-782-2831

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
SUE	THOMPSON		1101 RALSTON AVE	DEFIANCE	OH	43512	419-784-9001
JOAN	SMITH		227 N MAIN ST	DELPHOS	OH	45833	419-692-1621
SHIRLEY	WALLICK		231 W 3RD ST	DOVER	OH	44622	330-343-8669
~~BI~~ ~~END~~ ~~A~~ ~~SUE~~	~~WILLIAMS~~		~~101 W DAVE LONGABERGER AVE, STE D~~	~~DRESDEN~~	~~OH~~	~~43821~~	~~740-565-4266~~
DODY	JOHNSON	JOHNSON AND MCGRAW CO LLC	15762 ST CLAIR AVE	EAST LIVERPOOL	OH	43920	330-386-4534
SHIRLEY	PRATER		67 N MARKET ST	EAST PALESTINE	OH	44413	330-426-9666
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	124 N BARRON ST	EATON	OH	45320	937-456-2593
~~CYNTHIA~~ ~~IOS~~ ~~EFHM~~	~~KINSE~~ ~~GREEN~~	~~WAJ MANAGEMENT CO INC~~	314 PERRY ST	FOSTORIA	OH	44830	419-435-1854
LINDA	VOELZKE		1134 W STATE ST	FREMONT	OH	43420	419-334-4473
SHIRLEY	LAMSON	LAMSON & ASSOCIATES, INC.	245 HARDING WAY E	GALION	OH	44833	419-468-9490
DELBRA	SAUNDERS	BAIBEL LLC	1312 EASTERN AVE	GALLIPOLIS	OH	45631	740-446-0303
~~BILLIE~~ ~~CONNIE~~	~~NICKELL~~ ~~SULLIVAN~~		717 E STATE ST	GEORGETOWN	OH	45121	937-378-3808
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	1866 DAYTON PIKE RT 4	GERMANTOWN	OH	45327	937-855-4602
JACQUELINE	MASSEY		1470 JEFFERSON ST	GREENFIELD	OH	45123	937-981-2101
JOSEPH M	GREEN	WAJ MANAGEMENT CO INC	1319 WAGNER AVE	GREENVILLE	OH	45331	937-548-0212
BERTHA	BAKER		300 HARRISON AVE	HARRISON	OH	45030	513-367-9091
JANELL	MASSEY-GRIFFITH	JNM BUSINESS SOLUTIONS	134 N HIGH ST	HILLSBORO	OH	45133	937-393-4807
BETTI JO	HARMON	SIX HAPPY SISTERS INC	412 B CLEVELAND RD E	HURON	OH	44839	419-433-2083
DELBRA	SAUNDERS	BELLA TAX SERVICE	558 E MAIN	JACKSON	OH	45640	740-286-5601
RONALD	MORTON		82C SEAMAN DR	JAMESTOWN	OH	45335	937-675-2822
CHERYL	BRIELMAIER		233 W OHIO ST	KENTON	OH	43326	419-675-2962
DODY	JOHNSON	JOHNSON AND MCGRAW CO LLC	117-119 N MARKET ST	LISBON	OH	44432	330-424-7530
~~LISA~~	~~NORSTROM~~		~~114 BANK~~ ~~105 HARRIS~~ ST	LODI	OH	44254	330-948-2670
TONYA	BLUHM MCCAULEY		480 W HUNTER	LOGAN	OH	43138	740-385-4526
RONALD	MORTON		289 LAFAYETTE ST STE K	LONDON	OH	43140	740-852-5247
RONALD	MORTON		70 S MAIN	LONDON	OH	43140	740-845-1591
DAUN	LEHMAN	S&D BUSINESS SERVICES LLC	231 W MAIN ST	LOUDONVILLE	OH	44842	419-994-1040
JOHN O	COMER	SHERBAN PARTNERSHIP	305 SHERBAN CT	LOUISVILLE	OH	44641	330-875-1040
RONALD	MORTON		250 S BROADWAY	LYNCHBURG	OH	45142	937-364-2467
~~GEORGINA~~	~~STAMPER~~		~~407 W 2ND ST~~	~~MANCHESTER~~	~~OH~~	~~45144~~	~~937-549-1418~~
BETTI JO	HARMON	BWBJH LLC	48 W MAIN ST	MCCONNELSVILLE	OH	43756	740-962-6441
LISA	NORSTROM	LAN ENTERPRISE, INC	2779 MEDINA RD	MEDINA	OH	44256	330-722-0472
WANDA	PETKOSEK		15005 S SPRINGDALE AVE, UNIT 5	MIDDLEFIELD	OH	44062	440-632-1879
S. JOYCE	WILLS		890 S WASHINGTON ST	MILLERSBURG	OH	44654	330-674-1040
TAMMY	LAMBERT		1172 ALLIANCE RD	MINERVA	OH	44657	330-868-7621
JOSEPH M	GREEN		350 N MAIN ST, PO BOX 46	MINSTER	OH	45865	419-628-4400
MARY	MC LOUTH		1426 WHITAKER WAY	MONTPELIER	OH	43543	419-485-8354
SHIRLEY	LAMSON	LAMSON & ASSOCIATES, INC.	21 N MAIN ST	MOUNT GILEAD	OH	43338	419-947-1850
JILL	STOLZ		209 E MAIN ST	MOUNT ORAB	OH	45154	937-444-3995
RONALD	MORTON		40 N LONDON ST	MOUNT STERLING	OH	43143	740-869-4350
BRENT	SHEA	SHEA TAX CONSULTING INC	1414 N SCOTT ST, STE 250	NAPOLEON	OH	43545	419-592-1526
~~TONYA~~	~~BLUHM~~		~~492 E CANAL ST~~	~~NELSONVILLE~~	~~OH~~	~~45764~~	~~740-753-3954~~
RONALD	MORTON		210 N MAIN ST	NEW CARLISLE	OH	45344	937-845-3222
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	351 W MAIN ST	NEW LEBANON	OH	45345	937-687-1347
JOYCE	CHAPPLE		120 S MAIN ST	NEW LEXINGTON	OH	43764	740-342-4203

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
BRYAN	SCHOLL		118 S WASHINGTON	NEW PARIS	OH	45347	937-437-0283
SHIRLEY	WALLICK	FARNSWORTH & ASSOC, INC	542 W HIGH AVE	NEW PHILADELPHIA	OH	44663	330-339-3342
MELANIE	SHUGERT		119 W MAIN ST	NEWCOMERSTOWN	OH	43832	740-498-7138
DEBORAH	LUGINBUHL	DEDACO, INC.	51 BENEDICT AVE	NORWALK	OH	44857	419-668-9721
SHERYL	HOLLIDAY		1330 N MAIN ST, STE K	ORRVILLE	OH	44667	330-683-4121
JOYCE	SAGER		123 S WALNUT ST	OTTAWA	OH	45875	419-523-6700
BRYAN	SCHOLL	SCHOLL ENTERPRISES, INC.	5217 COLLEGE CORNER PIKE	OXFORD	OH	45056	513-523-8002
ALICE	STUCKEY	AA ENDEAVORS, LLC	833 N WILLIAMS ST	PAULDING	OH	45879	419-399-5283
JOSEPH M	GREEN	WAJ MANAGEMENT CO INC	1262 E ASH ST	PIQUA	OH	45356	937-778-0412
RONALD	MORTON		618 E MAIN ST	POMEROY	OH	45769	740-992-6674
PAUL	BEATTIE		149 BUCKEYE BLVD	PORT CLINTON	OH	43452	419-734-4601
JULIE	LEIBFORTH		106 N PROSPECT ST	RAVENNA	OH	44266	330-296-5194
GAYLE	DENNING		19 S MAIN ST	RIITMAN	OH	44270	330-925-9513
JOSEPH M	GREEN		MARKET PL MALL, 1669 CELINA RD	SAINT MARYS	OH	45885	419-394-2492
SERAFINA	MASTRANGELO	SERAFINA MASTRANGELO INC	196 E STATE ST	SALEM	OH	44460	330-332-5788
LISA	NORSTROM		205 CENTER ST	SEVILLE	OH	44273	330-769-3423
PHILLIP	MC GUIRE	MCGUIRE NEVADA MGMT INC.	206 MANSFIELD AVE	SHELBY	OH	44875	419-342-4156
JOSEPH M	GREEN		2268 W MICHIGAN ST	SIDNEY	OH	45365	937-492-1859
DAVID J	EBNER	JOHNSON,MCCLINTOCKTAX&AT G	6370 SOM CENTER RD	OLON	OH	44139	440-349-3350
~~BRENDA SUE~~	~~WILLIAMS~~		~~210 MAYSVILLE PIKE~~	~~SOUTH ZANESVILLE~~	~~OH~~	~~43701~~	~~740-454-2492~~
SHIRLEY	WALLICK		715 DOVER RD NE	SUGARCREEK	OH	44681	330-852-9311
~~CYNTHIA~~ <u>IOS</u> ~~EFHM~~	~~KINSER~~ <u>GREEN</u>	<u>WAJ MANAGEMENT CO INC</u>	2497 W MARKET ST	TIFFIN	OH	44883	419-447-5424
RONALD	MORTON		15 S TIPPECANOE	TIPP CITY	OH	45371	937-667-8002
JOSEPH M	GREEN		TROY WEST, 2347 W MAIN ST	TROY	OH	45373	937-335-1150
SHANE	KAMBAN	S&B TAX SERVICE	321 E 3RD ST	UHRICHSVILLE	OH	44683	740-922-0506
JOSEPH M	GREEN		327 E ELM ST	UNION CITY	OH	45390	937-968-3083
~~CYNTHIA~~ <u>IOS</u> ~~EFHM~~	~~KINSER~~ <u>GREEN</u>	<u>WAJ MANAGEMENT CO INC</u>	416 N WARPOLE ST	UPPER SANDUSKY	OH	43351	419-294-4414
JOSEPH M	GREEN	WAJ MANAGEMENT CO INC	1637 US HWY 36 E, STE 8A	URBANA	OH	43078	937-653-7889
JOSEPH M	GREEN	WAJ MANAGEMENT CO INC	761 FOX RD	VAN WERT	OH	45891	419-238-5670
~~JOSEPH M~~	~~GREEN~~		~~28 W MAIN ST~~	~~VERSAILLES~~	~~OH~~	~~45380~~	~~937-526-4024~~
~~GAYLE~~ <u>LISA</u>	~~DENNING~~ <u>NORSTR</u> <u>OM</u>		111 COLLEGE ST	WADSWORTH	OH	44281	330-335-2325
JOSEPH M	GREEN	WAJ MANAGEMENT CO INC	821 DEFIANCE ST	WAPAKONETA	OH	45895	419-738-4448
~~RHINEER~~ <u>RONA</u> <u>LD</u>	~~HALL~~ <u>MORTON</u>		117 W COURT ST	WASHINGTON CH	OH	43160	740-335-0024
BRENT	SHEA	SHEA TAX CONSULTING INC	1493 N SHOOP AVE UNIT B	WAUSEON	OH	43567	419-337-3271
JOSEPH M	GREEN	WAJ MANAGEMENT CO INC	339 W EMMITT AVE	WAVERLY	OH	45690	740-947-4114
MELANIE	SHUGERT		~~1024~~ <u>706</u> S PENNSYLVANIA AVE	WELLSTON	OH	45692	740-384-5232
JEFFREY	NEWMAN	JEFFREY D NEWMAN, CPA LLC	522A E MAIN ST	WEST UNION	OH	45693	937-544-2366
JEFFREY	NEWMAN		522 E MAIN ST	WEST UNION	OH	45693	937-544-1272
PHILLIP	MC GUIRE	MCGUIRE NEVADA MGMT INC.	420 E WALTON AVE, SR 224 E	WILLARD	OH	44890	419-933-4745
RONDA	SMITH	R&J SMITH ENTERPRISES LLC	76 N SOUTH ST	WILMINGTON	OH	45177	937-382-4055
~~BITTI~~ <u>JO</u>	HARMON		~~133 N MAIN ST~~ <u>212 EASTERN AVE UNIT C</u>	WOODSFIELD	OH	43793	740-472-1812
SANDRA	EASTERDAY	EASTERDAY, INC.	2831 CLEVELAND RD	WOOSTER	OH	44691	330-345-1040
RONALD	MORTON		89 S ALLISON AVE	XENIA	OH	45385	937-376-2822

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~BRENDA~~	~~SUE~~	~~WILLIAMS~~	~~1647 LINDEN AVE~~	~~ZANESVILLE~~	~~OH~~	~~43701~~	~~740-454-8360~~
~~BRENDA~~	~~SUE~~	~~WILLIAMS~~	~~BFBW INC~~	~~1306 BRANDYWINE BLVD~~	~~ZANESVILLE~~	~~OH~~	~~43701~~
~~BRENDA~~	~~SUE~~	~~WILLIAMS~~	~~MAYSVILLE SHOPPING CENTER, 2850 MAYSVILLE PIKE STE A4~~	~~ZANESVILLE~~	~~OH~~	~~43701~~	~~740-454-8602~~
CINDY	SANTOS		1419 N MAIN STE E	ALTUS	OK	73521	580-482-7614
SUSAN	WHITE	BLANKENSHIP COMPANY, INC.	511 COLLEGE AVE	ALVA	OK	73717	580-327-3580
~~JANIS~~	~~FRED~~	~~GOLDEN FOX III~~	~~T & J TAX LLC~~	~~116 W BROADWAY~~	~~ANADARKO~~	~~OK~~	~~73005~~
BRENT	BULLARD	BULLARDS TAX SERVICE	1447 W BROADWAY	ARDMORE	OK	73401	580-223-9693
SUSAN	BOMER	ATOKA FIN'L MGMT SERV LLC	885 S MISSISSIPPI AVE	ATOKA	OK	74525	580-889-3091
SHERRI	LUCAS	SHERRI'S OFFICE SERV INC	1660 SE WASHINGTON BLVD	BARTLESVILLE	OK	74006	918-333-0611
KAREY	HICKSON-VANN		114 E 8TH AVE	BRISTOW	OK	74010	918-367-3454
KEITH	WALKER		615 S PARK DR	BROKEN BOW	OK	74728	580-584-9568
ATHENA	BRADLEY	CATB ENTERPRISES INC	650 S CHEROKEE	CATOOSA	OK	74015	918-266-1006
DONNA	MIEARS	MIEARS & SPEARS LLC	802 S ALLISON AVE	CHANDLER	OK	74834	405-258-0625
VALARIE	PEACHEE		614 SE MAIN	CHECOTAH	OK	74426	918-473-6711
SANDRA	GRODECKI	CHICKASHA TAXPROS, INC.	1703 S 4TH	CHICKASHA	OK	73018	405-224-2881
ROBERT	BRUN		642 S LYNN RIGGS BLVD	CLAREMORE	OK	74017	918-342-5175
LISA	BEARD		307 W CADDO	CLEVELAND	OK	74020	918-358-2787
~~DEBORAH~~	~~TO~~	~~T WILLIS TAX & REAL-EST INC~~	~~BUS SRVS~~	~~101 N 13TH~~	~~CLINTON~~	~~OK~~	~~73601~~
LISA	BEARD		1104 W MAIN	COLLINSVILLE	OK	74021	918-371-4066
RANDI	RAY	RM RAY & ASSOCIATES INC	11319 S HWY 51, STE 1200	COWETA	OK	74429	918-486-6600
DOUGLAS	DITTMAYER		401 E MAIN	CUSHING	OK	74023	918-225-2343
BRENT	BULLARD	BULLARDS TAX SERVICE	1219 N HWY 81	DUNCAN	OK	73534	580-255-8269
~~STEVEN~~	~~STEV~~	~~E~~	~~ROBISON~~	~~909 S COUNTRY CLUB DR~~	~~EL RENO~~	~~OK~~	~~73036~~
FRED	FOX III		8209 US-277 STE 3	ELGIN	OK	73538	580-454-0221
~~DEBORAH~~	~~CA~~	~~WILLIS~~	~~IC WILLIS TAX & REAL-EST, INC~~	~~115 S JEFFERSON~~	~~ELK CITY~~	~~OK~~	~~73644~~
JUDY	HEINRICH	HEINCO INC	2105 W OWEN K GARRIOTT	ENID	OK	73703	580-237-3985
JUDY	HEINRICH		704 W MAINE	ENID	OK	73701	580-242-0053
~~MICHAEL~~	~~JUS~~	~~TIN~~	~~DEVORE & WILKINSON TAX~~	~~415 ROCK~~	~~EUFAULA~~	~~OK~~	~~74432~~
FRED	FOX III		FORT SILL PX (IN THE FOOD COURT), 1718 MACOMB RD	FORT SILL	OK	73503	580-353-6347
MICHAEL	FIETZ		120 E 3RD ST	GROVE	OK	74344	918-786-5339
DONNA	MIEARS	AD MIEARS LLC	601 NE 12TH	GUYMON	OK	73942	580-338-5547
PATSY	SNOWDEN		19635 NE 23RD ST	HARRAH	OK	73045	405-454-6114
DOROTHY	THRIFT		814 HWY 59 N STE 3	HEAVENER	OK	74937	918-653-4355
MICHAEL	DEVORE	DEVORE & WILKINSON TAX	112 W MAIN	HENRYETTA	OK	74437	918-652-4444
MATTHEW	NORMAN		108 S BROADWAY	HOBART	OK	73651	580-726-8467
SUSAN	BOMER	SUPER. FIN. MGMT SERV INC	801 N HINCKLEY	HOLDENVILLE	OK	74848	405-379-2344
DONNA	MIEARS		208 E MAIN	HOMINY	OK	74035	918-885-2213
KEITH	WALKER		915 SE WASHINGTON	IDABEL	OK	74745	580-286-7157
MICHAEL	FIETZ		509 S MAIN	JAY	OK	74346	918-253-8879
~~DEBORAH~~	~~BE~~	~~WILLIS TAX & REAL-EST INC~~	~~SERVICE CORP~~	~~217 N MAIN~~	~~KINGFISHER~~	~~OK~~	~~73750~~
FRED	FOX III	T & J TAX LLC	602 NW SHERIDAN	LAWTON	OK	73505	580-355-0221
FRED	FOX III		3414 NW CACHE RD, STE A	LAWTON	OK	73505	580-355-9188

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
FRED	FOX III		LAWTON TOWN CENTER, 283 NW 2ND ST	LAWTON	OK	73507	580-355-1624
FRED	FOX III		2413 NW 67TH ST, STE T-1	LAWTON	OK	73505	580-536-6400
SANDRA	GRODECKI	CHICKASHA TAXPROS, INC.	205 S MAIN	LINDSAY	OK	73052	405-756-8467
PAMELA	REICH		209 E MAIN	MADILL	OK	73446	580-795-3329
TERESA	BRIAN		200 W TROWER BLVD, STE 1	MANNFORD	OK	74044	918-865-5074
BETTY	GREEN		308 W MAIN	MARIETTA	OK	73448	580-276-5520
~~SUSAN~~ AMAND	~~BOMER~~ MURRAY	~~SUPER. FIN. MGMT SERV- INC~~ ROSE FIANCIAL SERVICES	1331 E CARL ALBERT PKWY	MCALISTER	OK	74501	918-426-1040
MICHAEL	FIETZ		318 S MAIN	MIAMI	OK	74354	918-542-4713
RANDI	RAY	RM RAY & ASSOCIATES INC	3333 ARLINE	MUSKOGEE	OK	74401	918-687-4012
RANDI	RAY		1201 N YORK	MUSKOGEE	OK	74403	918-781-2274
~~MALINDA~~ STEVE	~~MAYO~~ ROBISON		1106 E STATE HWY 152, STE 3	MUSTANG	OK	73064	405-256-6196
GREG	ROBERTS		355 S ASH ST	NOWATA	OK	74048	918-273-2025
MICHAEL	DEVORE	DEVORE & WILKINSON TAX	301 E 8TH	OKMULGEE	OK	74447	918-756-0700
PATRICIA	ETZKORN	ETZKORN-BRUN, INC	9455 N OWASSO EXPY STE B	OWASSO	OK	74055	918-272-0333
BRENT	BULLARD	BULLARDS TAX SERVICE	311 S CHICKASAW	PAULS VALLEY	OK	73075	405-238-2266
DONNA	MIEARS	MIEARS & SPEARS LLC	113 E MAIN	PAWHUSKA	OK	74056	918-287-4652
SUZANNE	SPEARS		621 HARRISON	PAWNEE	OK	74058	918-762-3253
DOUGLAS	DITTMAYER		307 7TH ST	PERRY	OK	73077	580-336-5900
JUDY	HEINRICH	HEINCO INC	2120 N 14TH ST	PONCA CITY	OK	74601	580-765-4101
DOROTHY	THRIFT		2717 N BROADWAY	POTEAU	OK	74953	918-647-9003
DARYL	DYCHE		807 JIM THORPE BLVD	PRAGUE	OK	74864	405-567-2211
ATHENA	BRADLEY	ATB ENTERPRISES, INC.	201 S ADAIR, STE B	PRYOR	OK	74361	918-825-3332
MIKE	MC GREGOR		2138 N GREEN AVE	PURCELL	OK	73080	405-527-5151
~~CHAD~~ PATRICIA	~~STAPLES~~ TAFT	~~BAYOU TAX INVESTMENTS INC~~	105 E RAY ~~FINE~~ FIND BLVD, STE O	ROLAND	OK	74954	918-427-4311
MICHAEL	SHUPERT	SHUPERT FIN'L SRVS, LLC	708 W CHEROKEE	SALLISAW	OK	74955	918-775-9392
LISA	BEARD	LISA BEARD & CIERRA BEARD	214 S LOCUST	SKIATOOK	OK	74070	918-396-3470
MICHAEL	SHUPERT	~~SHUPERT FIN'L SRVS, LLC~~	108 S MAIN	SPIRO	OK	74959	918-962-5022
JO ANN	MC GUIRE		902 E MAIN	STIGLER	OK	74462	918-967-2662
DOUGLAS	DITTMAYER		614 E 6TH AVE	STILLWATER	OK	74074	405-377-5657
~~ROBERT~~ PATRICIA	~~THEMAN~~ TAFT	~~PST TAX INC~~	1741 S HWY 59	STILWELL	OK	74960	918-696-4111
~~JANIS~~ STEVE	~~WARREN~~ ROBISON		822 W 12TH ST	SULPHUR	OK	73086	580-622-6759
CYNTHIA	HOLT	DEVELOPEMENT FUNDS INC	2055 MAHANEY	TAHLEQUAH	OK	74464	918-456-9386
SHERRI	GRAY		209 E MAIN	TISHOMINGO	OK	73460	580-371-3383
MICHAEL	FIETZ		123 E ILLINOIS	VINITA	OK	74301	918-256-5130
RANDI	RAY	RAY'S TAX SERVICE INC	1210 W CHEROKEE ST	WAGONER	OK	74467	918-485-8323
~~CANDY~~	~~SIMMS~~		~~530 W MISSOURI~~	~~WALTERS~~	~~OK~~	~~73572~~	~~580-875-3210~~
SHELLY	NAULT		107 W MAIN	WATONGA	OK	73772	580-623-7080
DEBORAH	WILLIS	WILLIS TAX & REAL EST INC	1417 E MAIN	WEATHERFORD	OK	73096	580-772-6300
SUSAN	BOMER	SUPER. FIN. MGMT SERV INC	503 S MEKUSUKEY AVE	WEWOKA	OK	74884	405-257-6759
~~SUSAN~~ AMAND	~~BOMER~~ MURRAY	~~SUPER. FIN. MGMT SERV- INC~~ ROSE FIANCIAL SERVICES	217 W MAIN	WILBURTON	OK	74578	918-465-5175
ZAC	QUINBY		812 MAIN ST	WOODWARD	OK	73801	580-256-6623
LINDA	MOORE		118 S DEAN MCGEE	WYNNEWOOD	OK	73098	405-665-2061
MALINDA	MAYO		917 S CORNWELL	YUKON	OK	73099	405-354-5153

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JOYCE	KANOFF	J&E BUS SOLUTIONS LLC	2294 PACIFIC BLVD SE	ALBANY	OR	97321	541-928-6432
JOYCE	KANOFF		609 HICKORY ST NW STE 150	ALBANY	OR	97321	541-704-0747
~~DEBORAH~~	~~ETTERS~~		~~2345 ASHLAND ST, STE 202~~	~~ASHLAND~~	~~OR~~	~~97520~~	~~541-482-5553~~
LEAH	HUDSON	HUDSON TAX SERVICE PC	1092 MARINE DR	ASTORIA	OR	97103	503-325-1166
TAMMY	GRAVEN	TR GRAVEN LLC	2745 BROADWAY	BAKER CITY	OR	97814	541-523-3282
~~JCSEPH~~	~~RITACCO~~	~~TAX & BOOKKEEPING SERVICE~~	~~4800 SW GRIFFITH DR, STE 103~~	~~BEAVERTON~~	~~OR~~	~~97005~~	~~503-646-9501~~
ROBERT	MC ALLISTER	RIVERBEND TAX SERVS LLC	1627 NE 3RD ST	BEND	OR	97701	541-382-8155
ROBERT	MC ALLISTER		61383 S HWY 97	BEND	OR	97702	541-330-8805
ROBERT	MC ALLISTER		2669 NE TWIN KNOLLS AVE, STE 201	BEND	OR	97701	541-330-7357
ROBERT	MC ALLISTER		339 SW CENTURY DR, STE 103	BEND	OR	97702	541-617-5882
~~THEODORE~~	~~CROCKER III~~		~~855A RAILROAD ST, BOX 672~~	~~BROOKINGS~~	~~OR~~	~~97415~~	~~541-469-6321~~
ROZANNE	MULLIN		92 W ADAMS ST	BURNS	OR	97720	541-573-1519
THEODORE	CROCKER III	BTEA, INC.	210 W LISTER ST	CAVE JUNCTION	OR	97523	541-592-3667
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE, LLC	101 W CENTRAL AVE	COOS BAY	OR	97420	541-267-2426
JOYCE	KANOFF	J&E BUS SOLUTIONS LLC	2539 NW KINGS BLVD	CORVALLIS	OR	97330	541-753-2933
JOYCE	KANOFF		5280 SW PHILOMATH BLVD	CORVALLIS	OR	97333	541-758-0488
JULIE	HAMILTON	JC TAX SERVICE LLC	452 E ELLENDALE AVE, PO BOX 160	DALLAS	OR	97338	503-623-8933
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE, LLC	620 HWY 101, <u>PO BOX 331</u>	FLORENCE	OR	97439	541-997-7725
DENNIS	TAYLOR	TFS, INC.	1610 SW ALLEN CREEK, STE 101	GRANTS PASS	OR	97527	541-472-1299
DENNIS	TAYLOR		330 NE AGNESS AVE	GRANTS PASS	OR	97526	541-472-1345
ROZANNE	MULLIN		103 W MAIN	JOHN DAY	OR	97845	541-575-0533
JOYCE	KANOFF		5020 RIVER RD N	KEIZER	OR	97303	~~541-928-6432~~
~~DEBORAH~~	~~ETTERS~~		~~926 KLAMATH AVE~~	~~KLAMATH FALLS~~	~~OR~~	~~97601~~	~~541-884-5966~~
DEBORAH	ETTERS	KLAMATH FIN'L CONSULT LLC	2226 S 6TH ST	KLAMATH FALLS	OR	97601	541-882-8055
MARGIE	CHADWICK	MARGIE CHADWICK INC.	2104 COVE AVE	LA GRANDE	OR	97850	541-963-8694
JOYCE	KANOFF	J&E BUS SOLUTIONS LLC	545 PARK	LEBANON	OR	97355	~~541-451-230-12~~
LEAH	HUDSON	HUDSON TAX SERVICE PC	2413 NW HWY 101	LINCOLN CITY	OR	97367	~~04-5098~~
~~LEAH~~ ~~KEVIN~~	~~HUDSON~~ ~~OLSON~~	~~HUDSON~~ ~~CO TAX-SERVICE-PC~~ ~~INC.~~	865 NE HWY 99 W, STE F	MCMINNVILLE	OR	97128	503-472-4596
JULIE	HAMILTON	JC TAX SERVICE LLC	340 PACIFIC AVE N, PO BOX 5	MONMOUTH	OR	97361	503-606-0898
LEAH	HUDSON	HUDSON'S TAX SERVICE PC	2303 PORTLAND RD, STE B	NEWBERG	OR	97132	503-538-3640
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE, LLC	1217 N COAST HWY 101, <u>PO BOX 2225</u>	NEWPORT	OR	97365	541-264-7270
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE, LLC	3229 BROADWAY, STE A	NORTH BEND	OR	97459	541-888-2878
LEAH	HUDSON	HUDSON TAX SERVICE PC	575 S ROOSEVELT DR, STE A	SEASIDE	OR	97138	503-738-3151
T ALAN	TWOMBLY	TWOMBLY TAX SERVICE	2203 MAIN ST N, STE F	TILLAMOOK	OR	97141	503-374-0049
~~LEAH~~ ~~KEVIN~~	~~HUDSON~~ ~~OLSON~~		421 MAIN	WILLAMINA	OR	97396	503-876-3500
ALAN	SHROUT		4 N MAIN ST	ALBION	PA	16401	814-756-4170
JUAN	PENA	LEHIGH MULTISERVICE INC	1028 HAMILTON ST	ALLENTOWN	PA	18101	610-351-0889
MICHAEL	COMINSKY		PLANK ROAD COMMONS, 2758 PLANK RD COMMONS	ALTOONA	PA	16602	814-943-5241
MICHAEL	COMINSKY		IVYSIDE PLAZA, 531 E 25TH AVE	ALTOONA	PA	16601	814-949-3888
DIANE	KENERUP		215B S FIRST ST	BANGOR	PA	18013	610-588-0011
JOSEPH	CORTRIGHT	BATH BUSINESS SVCS INC	7574 BETH-BATH PIKE	BATH	PA	18014	610-837-7577
RONDA	DIVELY		157 BEDFORD PLAZA RD	BEDFORD	PA	15522	814-623-1405
ARYA	KHOSHNEGAH SR.	PREMIER TAX ASSOCS LLC	144 S ALLEGHENY ST	BELLEFONTE	PA	16823	814-355-4305
DONNA	BROADT		346 W SECOND ST	BERWICK	PA	18603	570-759-1594

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
CHRISTA	BOYER		11 S MAIN ST	BIGLERVILLE	PA	17307	717-677-7917
TEENA	CLAWSON		4E MARKET ST	BLAIRSVILLE	PA	15717	724-459-7601
KIRK	MYRA		274 RTE 940, BLAKESLEE SQUARE PLAZA STE 105	BLAKESLEE	PA	18610	570-643-2283
DONNA	BROADT	DBU, INC.	2105 FIFTH ST HOLLOW RD	BLOOMSBURG	PA	17815	570-387-8114
DEBORAH	GUNTZ		743 E PHILADELPHIA AVE	BOYERTOWN	PA	19512	610-369-1837
SCOTT	DERWICK	FOX HOLDINGS, INC.	807 E MAIN ST	BRADFORD	PA	16701	814-368-7993
PAUL	DAVISON		BURGER KING PLAZA, RT 209	BRODHEADSVILLE	PA	18322	570-992-6990
CAROL	PORTER		190 MAIN ST	BROOKVILLE	PA	15825	814-849-4744
MARGARET	ROWE	ROWE-KING ASSOCIATES INC	20 E PIKE ST	CANONSBURG	PA	15317	724-746-2412
MARGARET	BETKE		157 TROY ST	CANTON	PA	17724	570-673-8129
FREDERICK	DE JOHN JR.		30 S HANOVER ST	CARLISLE	PA	17013	717-243-6868
FREDERICK	DE JOHN JR.		THE POINTE AT CARLISLE PLAZA, 800 E HIGH ST STE 105	CARLISLE	PA	17013	717-960-0006
CHARLOTTE	VIRGILI		VINE STREET PLAZA, 211 S VINE ST	CARMICHAELS	PA	15320	724-966-9227
JAMES	PORTER	JAMES & CAROL PORTER PTNR	308 MAIN ST	CLARION	PA	16214	814-226-1040
KERRI	MILLER	HOWARD & MILLER	202 N 3RD ST	CLEARFIELD	PA	16830	814-765-5411
J MATTHEW	MULHORN		125 W CRAWFORD AVE	CONNELLSVILLE	PA	15425	724-628-2160
DONNA	BROADT		BROOKHILL PLAZA, 636 SR 93	CONYNGBAM	PA	18219	570-788-1521
ROBERT	MESSBAUER		344 S 3RD ST	COOPERSBURG	PA	18036	610-282-2552
FREDERICK	DE JOHN JR.		936 5TH AVE, 1ST FLOOR	CORAOPOLIS	PA	15108	412-269-1030
CINDY LOU	BAKER		142 N CENTER ST	CORRY	PA	16407	814-664-7251
TERI	HARRIER		364 E 2ND ST, RT 6 E	COUDERSPORT	PA	16915	814-274-8246
PATRICIA	FEROZ		80 REGINA DR	CRANBERRY	PA	16319	814-677-4183
KERRI	MILLER		530 STATE ST	CURWENSVILLE	PA	16833	814-236-0261
LAMONT	MASSER	L AND N MASSER	1426 FERRY ST, STE 101	DANVILLE	PA	17821	570-275-7813
DIANA	PRATT	PRATT & ACKERMAN, INC.	SALEM PLAZA STE 450, 6518 RTE 22	DELMONT	PA	15626	724-468-8576
DONALD	FAHNESTOCK JR	CHECK ENTERPRISES INC	836 US 15 N	DILLSBURG	PA	17019	717-432-3123
TINA	SABADOS	TSABADOS INC	DUBOIS AREA PLAZA STE 11, 1223 E DUBOIS AVE	DU BOIS	PA	15801	814-371-2061
BARBARA	RICHARDSON	RICHARDSONS ACCT SVC CORP	1609 STATE RD, STE 105	DUNCANNON	PA	17020	717-957-9940
MICHAEL	COMINSKY		HOLIDAY TOWNE CENTRE, 181 GLIMCHER DR	DUNCANVILLE	PA	16635	814-695-2119
PAUL	DAVISON	MIFI CORPORATION	EAGLE VALLEY MALL, 213 SKYLINE DR	E STROUDSBURG	PA	18301	570-424-0702
PAUL	DAVISON		MEADOW LAKE PLAZA, 900 BUSINESS DR STE 3	E. STROUDSBURG	PA	18302	570-223-7889
CARLA	GREEN		106 ABBOTTSTOWN ST	EAST BERLIN	PA	17316	717-259-9469
NANCY	D'ANDREA		118 N CENTER ST	EBENSBURG	PA	15931	814-472-6340
ALAN	SHROUT	SBS OF PA LLC	222 W PLUM ST, STE 300	EDINBORO	PA	16412	814-734-3847
VIRGINIA	MOSES		193 1/2 MAIN ST	ELDRED	PA	16731	814-225-3290
LAMONT	MASSER		4554 RT 209, STE A	ELIZABETHVILLE	PA	17023	717-362-1051
DEBORAH	GUNTZ		MORGANTOWN CROSSINGS SHPG CTR, 216 CROSSING BLVD	ELVERSON	PA	19520	610-286-6009
LAMONT	MASSER		~~18~~ <u>140</u> N MARKET ST	ELYSBURG	PA	17824	570-672-9431
TERI	HARRIER		24 E 4TH ST, STE 102	EMPORIUM	PA	15834	814-486-2637
DONALD	FAHNESTOCK JR	CHECK ENTERPRISES INC	732 WERTZVILLE RD, STE A	ENOLA	PA	17025	717-732-0766
CHRISTA	BOYER		11 W MAIN ST	FAIRFIELD	PA	17320	717-642-8011
MURRAY	FOX	FOX & CO PC	1200 BUSTLETON PIKE, STE 3	FEASTERVILLE	PA	19053	215-322-2065
DONNA	BROADT		544 ALTAMONT BLVD	FRACKVILLE	PA	17931	570-874-1040
PATRICIA	FEROZ		311 13TH ST	FRANKLIN	PA	16323	814-437-6330
DONNA	BROADT	DBU, INC.	606 E BUTLER DR	FREELAND	PA	18224	570-636-1181
~~CHRISTA~~ <u>DON</u>	~~BOYER~~ <u>FAHNESTO</u>	CHECK ENTERPRISES INC	1275 YORK RD	GETTYSBURG	PA	17325	717-334-4851

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~ALD~~	~~CK JR~~						
ALAN	SHROUT	SBS OF PA LLC	511 MAIN ST E	GIRARD	PA	16417	814-774-9511
TRUDY	MORIMANDO		223 MAIN ST	GREENVILLE	PA	16125	724-588-7288
LAMONT	MASSER	L AND N MASSER	914 N RIVER RD	HALIFAX	PA	17032	717-896-8835
DONNA	BROADT		1004 S FOURTH ST	HAMBURG	PA	19526	610-562-0300
JOHN	BENNETT JR	JOHN BENNETT, INC.	58 FREDERICK ST	HANOVER	PA	17331	717-632-2103
JOHN	BENNETT JR		GRANDVIEW PLAZA SHOP CTR, 1432 BALTIMORE ST	HANOVER	PA	17331	717-632-5385
JOYCE	SMIDA		CREEKSIDE PLAZA, 100 PERRY HWY STE 107	HARMONY	PA	16037	724-453-1040
LUU	DANG	HL TAX SERVICES LLC	2501 PAXTON ST, STE A	HARRISBURG	PA	17111	717-724-0293
GINO	CARA		739 AIRPORT RD	HAZLE TOWNSHIP	PA	18202	570-455-9453
ROBERT	MESSBAUER		13 S MAIN ST	HELLERTOWN	PA	18055	610-838-6639
JOYCE	SWISHER		HERMITAGE PLAZA SHOPPING CTR, 2419 E STATE ST	HERMITAGE	PA	16148	724-346-4990
BOBBI JO	FORD	BUSY B'S FIN'L SERV INC.	1130 TEXAS PALMYRA HWY	HONESDALE	PA	18431	570-251-6830
CLAY	BULLERS		180 N MAIN ST	HUGHESVILLE	PA	17737	570-584-5463
CLAY	BULLERS	BULLERS ENTERPRISES, INC.	9596 WILLIAM PENN HWY	HUNTINGDON	PA	16652	814-643-2853
~~MARGARET K~~ ~~AREN~~	~~ROWE~~ ~~KING~~	~~ROWE-KING ASSOCIATES~~ ~~INC~~ ~~ACCOUNTING~~ ~~KING, INC.~~	INDIANA MALL, ~~INDIANA MALL~~ - 2334 OAKLAND AVE	INDIANA	PA	15701	724-463-8805
~~MARGARET K~~ ~~AREN~~	~~ROWE~~ ~~KING~~		2454 PHILADELPHIA ST, INDIANA WEST- SHOPPING PLAZA	INDIANA	PA	15701	724-463-3231
~~MARGARET K~~ ~~AREN~~	~~ROWE~~ ~~KING~~		3100 OAKLAND AVE, STE 13 BY WALMART	INDIANA	PA	15701	724-349-6105
FREDERICK	DE JOHN JR.		358 ALLEGHENY ST	JERSEY SHORE	PA	17740	570-398-4884
~~MELISSA~~	~~HOLJENCIN~~		~~515 MARKET ST~~	~~JOHNSONBURG~~	~~PA~~	~~15845~~	~~814-965-5529~~
MICHAEL	COMINSKY	JMC MGT INC	EAST HILLS PLAZA, 1513 SCALP AVE STE 200	JOHNSTOWN	PA	15904	814-262-0001
MICHAEL	COMINSKY		1910 MINNO DR, STE 250	JOHNSTOWN	PA	15905	814-255-6813
MICHAEL	COMINSKY		GALLERIA MALL, 500 GALLERIA DR STE 160	JOHNSTOWN	PA	15904	814-266-4223
BRENDA	CLINE		43 FRALEY ST	KANE	PA	16735	814-837-8642
DEBORAH	GUNTZ		VILLAGE SQ SHPG CTR, 45 CONSTITUTION BLVD	KUTZTOWN	PA	19530	610-683-6542
BOBBI JO	FORD		417 HAMLIN HWY, STE 103	LAKE ARIEL	PA	18436	570-689-0877
KIM	MC HENRY	MCTAX LLC	126 3RD ST	LEECHBURG	PA	15656	724-845-1040
DONNA	BROADT	DBU, INC.	122 N SECOND ST	LEHIGHTON	PA	18235	610-377-3226
VANYA	TYRRELL	2019 EDGELY ASSOCIATES	2019 EDGELY RD	LEVITTOWN	PA	19057	215-945-7508
VANYA	TYRRELL		1601 EDGELY RD	LEVITTOWN	PA	19057	215-946-7500
MARILYN	KELLER		114 N DERR DR	LEWISBURG	PA	17837	570-523-8804
ARYA	KHOSHNEGHAH SR.	PREMIER TAX ASSOCS LLC	46 SUPERCENTER PLAZA DR, STE J-110	LEWISTOWN	PA	17044	717-248-2136
MICHAEL	COMINSKY	JMC MGT INC	3747 RTE 711	LIGONIER	PA	15658	724-238-9070
JOHN	BENNETT JR		40 S QUEEN ST	LITTLESTOWN	PA	17340	717-345-5167
GINGER	LEUPOLD		18 E MAIN ST	LOCK HAVEN	PA	17745	570-748-8304
LAMONT	MASSER	L AND N MASSER	537 MAIN ST	LYKENS	PA	17048	717-453-9833
CLAY	BULLERS	BULLERS ENTERPRISES, INC.	185 N MAIN ST	MANSFIELD	PA	16933	570-662-0199
CHARLOTTE	VIRGILI		2175 MCCLELLANDTOWN RD	MASONTOWN	PA	15461	724-583-7000
DIANE	LYLE		111 W BARR ST	MC DONALD	PA	15057	724-926-2713
FREDERICK	DE JOHN JR.		731 BROADWAY	MC KEES ROCKS	PA	15136	412-331-1040
MARGARET	ROWE		WATERDAM PLAZA, 1021 WATERDAM PLAZA DR	MCMURRAY	PA	15317	724-941-6332
BARBARA	RICHARDSON	RICHARDSONS ACCT SVC CORP	5258B SIMPSON FERRY RD	MECHANICSBURG	PA	17050	717-766-0901
BARBARA	RICHARDSON		4830 CARLISLE PIKE SPC D16	MECHANICSBURG	PA	17050	717-737-0714
BARBARA	RICHARDSON		6560 CARISLE PIKE STE 225	MECHANICSBURG	PA	17050	717-620-8613

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
ALAN	SHROUT	SBS OF PA LLC	141 N DIAMOND ST	MERCER	PA	16137	724-662-4828
MICHAEL	COMINSKY		681 MARKET SQ	MEYERSDALE	PA	15552	814-634-5959
LIBBY	LAUBACH		2 CEDAR GREEN CENTER	MIFFLINBURG	PA	17844	570-966-4211
MARIAN	KERCHUSKY		4277 WILLIAM PENN HWY, STE 1	MIFFLINTOWN	PA	17059	717-436-8035
MARILYN	KELLER		58 BROADWAY	MILTON	PA	17847	724-742-3408
JACQUELINE	HUNTER		PRICE CHOPPER PLAZA, 16750 RTE 706 STE 8	MONTROSE	PA	18801	570-278-2785
J MATTHEW	MULHORN		248 COUNTRY SIDE PLAZA	MOUNT PLEASANT	PA	15666	724-547-5240
CLAY	BULLERS		2 W SHIRLEY ST	MOUNT UNION	PA	17066	814-542-4791
DONNA	BROADT	DBU, INC.	59 S MOUNTAIN BLVD	MOUNTAIN TOP	PA	18707	570-474-9000
CLAY	BULLERS	BULLERS ENTERPRISES, INC.	103 E WATER ST	MUNCY	PA	17756	570-546-6972
DONNA	BROADT	DBU, INC.	5-7 N MARKET ST	NANTICOKE	PA	18634	570-735-7343
GLADYS	CAMPBELL		2313 FREEPORT RD	NATRONA HEIGHTS	PA	15065	570-224-4422
JOSEPH	CORTRIGHT	NAZARETH BUS. SVCS. INC.	166 BATH-NAZARETH HWY	NAZARETH	PA	18064	610-759-5844
DIANA	PRATT		KEYSTONE PLAZA, 8279 STATE RT 22	NEW ALEXANDRIA	PA	15670	724-668-7262
CAROL	PORTER		241 BROAD ST	NEW BETHLEHEM	PA	16242	814-275-1040
CARLA	GREEN		NEW OXFORD SHOPPING CENTER, 334 LINCOLN WAY E	NEW OXFORD	PA	17350	717-624-1001
ALAN	SHROUT	SBS OF PA LLC	129 W NESHANNOCK AVE, STE 4	NEW WILMINGTON	PA	16142	724-946-8619
MARY	STUTZMAN KHOS ARYA HNEG AH SR.	PREMIER TAX ASSOCS LLC	26 RED HILL CT	NEWPORT	PA	17074	717-567-3618
CHRISTADON AJD	BOYER FAHNSTO CK JR	CHECK ENTERPRISES INC	1 MILL RD, STE 2	NEWVILLE	PA	17241	717-776-4865
KATHLEEN	KINDLAND		15 CLINTON ST	NORTH EAST	PA	16428	814-725-4093
MARA	TARANTO		3909 BIGLER AVE	NORTHERN CAMBRIA	PA	15714	814-948-6353
PATRICIA	FEROZ		227 SENECA ST	OIL CITY	PA	16301	814-677-3051
MICHELLE	GILLESPIE	GILLESPIE TAX SERVICES IN	8330 EASTON RD E-2	OTTSVILLE	PA	18942	610-847-6961
JEFF	WAGNER	PALMYRA CONSULTANTS, INC.	~~1654~~ E MAIN ST	PALMYRA	PA	17078	717-838-7422
DEBRA	HENNING		2 W 2ND ST	PENNSBURG	PA	18073	215-679-3576
ROBERT	MESSBAUER		507 CONSTITUTION AVE	PERKASIE	PA	18944	215-453-1441
TYRONE	HARPS		8731 FRANKFORD AVE	PHILADELPHIA	PA	19136	215-708-2706
TYRONE	HARPS		7245 FRANKFORD AVE	PHILADELPHIA	PA	19135	215-624-4488
KEITH	DAILEY	KD FINANCIAL SERVICES INC	1700 FRANKFORD AVE	PHILADELPHIA	PA	19125	215-426-0100
KEITH	DAILEY		2121 LEHIGH AVE, STE 7	PHILADELPHIA	PA	19132	215-228-8431
KERRI	MILLER	HOWARD & MILLER	PEEBLES PLAZA, 1065 N FRONT ST	PHILIPSBURG	PA	16866	814-342-0327
SURF	SWEISFORD		THE SHOPPES AT VALLEY FORGE, 220 SCHUYLKILL RD	PHOENIXVILLE	PA	19460	610-933-8998
DONNA	BROADT		125 S TULPEHOCKEN ST	PINE GROVE	PA	17963	570-345-2407
MARY	BARNES	MAXINE BARNES, INC.	307 FREEPORT RD	PITTSBURGH	PA	15215	412-782-1040
DONNA	BROADT	DBU, INC.	471 N CLAUDE A LORD BLVD	POTTSVILLE	PA	17901	570-622-8912
ARYA	KHOSHNEG AH SR.	PREMIER TAX ASSOCS LLC	103 E UNION ST	PUNXSUTAWNEY	PA	15767	814-938-4000
ROBERT	MESSBAUER		1465 W BROAD ST, STE 22	QUAKERTOWN	PA	18951	215-536-4224
MARVIN	FULTZ		14447 RTE 35	RICHFIELD	PA	17086	717-694-3497
MELISSA	HOLJENCIN		231 MAIN ST	RIDGWAY	PA	15853	814-772-2818
RONDA	DIVELY		7575 WOODBURY PIKE	ROARING SPRING	PA	16673	814-224-4029
SURF	SWEISFORD		434 MAIN ST	ROYERSFORD	PA	19468	610-948-7110
SUSAN	HERZING	S. A. HERZING, INC.	830 S ST MARYS RD	SAINT MARYS	PA	15857	814-781-7130
DIANA	PRATT		301 POINT ST, STE 1	SALTSBURG	PA	15681	724-639-3913
DIANE	WHEELER	KDL CO. INC.	3262 S MAIN ST	SANDY LAKE	PA	16145	724-376-4517
JOAN	HOOVER	JO HOOVER, INC	5350 RTE 873 STE F	SCHNECKSVILLE	PA	18078	610-799-4545

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
DONNA	BROADT		227 RTE 61 S	SCHUYLKILL HAVEN	PA	17972	570-385-5313
LAMONT	MASSER	L AND N MASSER	295 N SUSQUEHANNA TRAIL	SELINGSGROVE	PA	17870	570-374-2035
LAMONT	MASSER	L AND N MASSER	24 S MARKET ST	SHAMOKIN	PA	17872	570-648-5283
BARBARA	RICHARDSON	RICHARDSONS ACCTG SVC COR	103 S CONESTOGA DR	SHIPPENSBURG	PA	17257	717-532-7744
DIANE	WHEELER	KDL CO. INC.	211 GROVE CITY RD	SLIPPERY ROCK	PA	16057	724-738-0100
MICHAEL	COMINSKY		SOMERSET CROSSING, 2066 N CENTER AVE STE 109	SOMERSET	PA	15501	814-443-3323
MICHAEL	COMINSKY		4309 GLADES PIKE, STE 160	SOMERSET	PA	15501	814-443-3585
ARYA	KHOSHNEGHAH SR.	PREMIER TAX ASSOCS LLC	2071 S ATHERTON ST	STATE COLLEGE	PA	16801	814-238-4603
PAUL	DAVISON		525 MAIN ST	STROUDSBURG	PA	18360	570-421-0291
LAMONT	MASSER	L & N MASSER	25 S 4TH ST	SUNBURY	PA	17801	570-286-1277
DONNA	BROADT	DBU, INC.	395 E BROAD ST	TAMAUQUA	PA	18252	570-668-1757
PAUL	DAVISON		TANNERSVILLE PLAZA, RTE 611	TANNERSVILLE	PA	18372	570-620-3038
ALAN	SHROUT	SBS OF PA LLC	109 DIAMOND ST	TITUSVILLE	PA	16354	814-827-1371
PAUL	DAVISON		CARRIAGE SQ SHOP CTR, RT 196	TOBYHANNA	PA	18466	570-894-0500
JACQUELINE	HUNTER		BRADFORD TOWNE CTR, 164 ENNIS LN	TOWANDA	PA	18848	570-265-9194
JACQUELINE	HUNTER		BRADFORD TOWNE CTR, RR 6 BOX 6040-23 STE TP	TOWANDA	PA	18848	570-265-9194
MARGARET	BETKE		789 CANTON ST	TROY	PA	16947	570-297-2604
MARGARET	BETKE		1055 W MAIN ST	TROY	PA	16947	~~816-854-3000~~ <u>570-297-4229</u>
DONNA	MILES		1072 PENNSYLVANIA AVE	TYRONE	PA	16686	814-684-5145
KIM	MC HENRY		157 WASHINGTON AVE	VANDERGRIFT	PA	15690	724-568-3663
JOAN	HOOVER	JO HOOVER, INC	200 S BEST AVE	WALNUTPORT	PA	18088	610-767-8405
KATHLEEN	SMITH	WARREN HRB, INC	229 PENNSYLVANIA AVE W	WARREN	PA	16365	814-723-3001
KATHLEEN	KINDLAND		12 N PARK ROW	WATERFORD	PA	16441	814-796-6020
VICKI	SANDERS		BRADLEY CENTER, 1651 E MAIN ST	WAYNESBORO	PA	17268	717-762-1717
CHARLOTTE	VIRGILI		1123 E GREENE ST	WAYNESBURG	PA	15370	724-627-6545
CLAY	BULLERS		11473 RTE 6	WELLSBORO	PA	16901	570-724-4364
GAIL	FORD		6869 PENN AVE	WERNERSVILLE	PA	19565	610-693-5043
SURF	SWEISFORD		2030 W MAIN ST	WEST NORRITON	PA	19403	610-539-1868
~~M~~ CHAE	~~COMINSKY~~		<u>508 HEPBURN ST</u>	<u>WILLIAMSPORT</u>	<u>PA</u>	<u>17701</u>	<u>570-323-0560</u>
MICHAEL	COMINSKY		TJ MAXX PLAZA, 1748 E 3RD ST	WILLIAMSPORT	PA	17701	570-322-7510
MICHAEL	COMINSKY		GARDEN VIEW MALL, 2062 LYCOMING CREEK RD STE 1	WILLIAMSPORT	PA	17701	570-322-0800
DIANE	KENERUP		228 S BROADWAY STE B	WIND GAP	PA	18091	610-863-7303
MICHAEL	COMINSKY		1200 JEFFERSON AVE	WINDBER	PA	15963	814-467-8453
ALEXANDER	JOE		711 METACOM AVE	BRISTOL	RI	2809	401-253-1179
ALEXANDER	JOE		356 WOOD ST	BRISTOL	RI	2809	401-253-1249
WILLIAM	SANCHEZ		661 DEXTER ST	CENTRAL FALLS	RI	2863	401-728-9790
SANDRA	CUTTING	S C CUTTING & ASSOC. INC	S KINGSTOWN OFFICE PARK D5, 24 SALT POND RD UNIT D5	WAKEFIELD	RI	2879	401-789-7986
ALEXANDER	JOE		75 CHILD ST	WARREN	RI	2885	401-245-7617
~~SHAUNRONA~~ ~~LD~~	~~MC~~ ~~CURRY~~ ~~MORTON~~	~~M&R—TAX~~ ~~MORTON~~ SERVICE ~~LLC CO., INC.~~	502 W GREENWOOD ST	ABBEVILLE	SC	29620	864-366-5301
RONALD	MORTON	MORTON SERVICE CO., INC.	3184 N MAIN ST	ANDERSON	SC	29621	864-226-2400
RONALD	MORTON		2813 S MAIN	ANDERSON	SC	29624	864-224-7755
RONALD	MORTON		1429 PEARMAN DAIRY RD	ANDERSON	SC	29625	864-231-7141
JACQUELYN	JARRELL	MORNINGSTAR LLC	2269 MAIN HWY	BAMBERG	SC	29003	803-245-4812

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
RONALD	MORTON	MORTON SERVICE CO., INC.	10383 DUNBARTON BLVD	BARNWELL	SC	29812	803-259-1335
BARBARA	JACKSON		141 E CHURCH ST, STE F	BATESBURG-LEESVILLE	SC	29070	803-532-3025
BONNIE	MEEKS		107 ANDERSON ST	BELTON	SC	29627	864-338-7844
RONALD	MORTON	MORTON SERVICE CO., INC.	207 HWY 15-401 BYPASS E, STE B	BENNETTSVILLE	SC	29512	843-479-7351
JOSEPH	LAVENDER SR.		318 S MAIN ST	BISHOPVILLE	SC	29010	803-484-6842
CHERYL	TISDALE		1021C W DEKALB ST	CAMDEN	SC	29020	803-432-5191
RONALD	MORTON	MORTON SERVICE CO., INC.	117 CHESTERFIELD HWY	CHERAW	SC	29520	843-537-4316
THOMAS	BECK	BECK INVESTMENT GROUP	181 GADSDEN ST	CHESTER	SC	29706	803-328-2937
LARRY	WATERS		1353-5 TIGER BLVD	CLEMSON	SC	29631	864-654-5977
JUNE	WALKER		218 S BROAD ST	CLINTON	SC	29325	864-833-4100
DEBORAH	BUCHANAN	D&N FINANCIAL SERV. INC.	829 BETHEL ST	CLOVER	SC	29710	803-222-7468
MICHAEL	MARTIN	LEMMKAN INC	2608 MAIN ST UNIT D	CONWAY	SC	29526	843-248-2753
LINDA	HARRINGTON	DARCO ENTERPRISES, INC.	114 PEARL ST	DARLINGTON	SC	29532	843-393-4721
CHERYL	TISDALE		1111 HWY 301 N	DILLON	SC	29536	843-774-4169
LARRY	WATERS		5155-M CALHOUN MEMORIAL HWY	EASLEY	SC	29640	864-859-3244
RONALD	MORTON	MORTON SERVICE CO., INC.	2465 MAIN ST, STE D	ELGIN	SC	29045	803-438-5158
DEBORAH	BUCHANAN	D&N FINANCIAL SERV. INC.	239 MAIN ST	FORT MILL	SC	29715	803-547-4735
DEBORAH	BUCHANAN		2879 HWY 160 W STE 106, AT GOLD HILL RD	FORT MILL	SC	29708	803-547-4868
BONNIE	MEEKS	BER CORPORATION	1122 N MAIN ST	FOUNTAIN INN	SC	29644	864-862-6144
BONNIE	MEEKS		309 S MAIN ST	FOUNTAIN INN	SC	29644	864-862-4562
MICHAEL	MARTIN	LEMMKAN INC	1723 HIGHMARKET ST	GEORGETOWN	SC	29440	843-546-8241
~~RONALD~~	~~MORTON~~	~~MORTON SERVICE CO., INC.~~	~~4917 WHITE HORSE RD~~	~~GREENVILLE~~	~~SC~~	~~29611~~	~~864-220-5600~~
RONALD	MORTON		464 I HWY 72 BYPASS W	GREENWOOD	SC	29649	864-223-5331
RONALD	MORTON	MORTON SERVICE CO., INC.	1219 BYPASS 72 NE, STE A	GREENWOOD	SC	29649	864-223-5949
RONALD	MORTON		1407D W WADE HAMPTON BLVD	GREER	SC	29650	864-877-0900
RONALD	MORTON		100A MEMORIAL DR	GREER	SC	29650	864-877-6452
RONALD	MORTON	MORTON SERVICE CO., INC.	511 ELM ST W	HAMPTON	SC	29924	803-943-4414
JOSEPH	LAVENDER SR.	WINNCO INC	312 S FIFTH ST	HARTSVILLE	SC	29550	843-332-5625
JOSEPH	LAVENDER SR.		105 S MAIN ST	HEMINGWAY	SC	29554	843-558-5341
FRANCIS	GRANT	AFJ INC OF CHARLESTON	SOUTH ISLAND SQUARE, 843 WILLIAM HILTON PKWY	HILTON HEAD ISLAND	SC	29928	843-842-3838
DEBORAH	BUCHANAN		9789 CHARLOTTE HWY, STE 700	INDIAN LAND	SC	29707	803-547-5913
RONALD	MORTON		11210-4 ASHEVILLE HWY	INMAN	SC	29349	864-472-2612
MARY	LYBRAND		7320 BROAD RIVER RD, STE M-3	IRMO	SC	29063	803-749-9657
RONALD	MORTON	MORTON SERVICE CO., INC.	408 CALHOUN ST	JOHNSTON	SC	29832	803-275-4907
CHERYL	TISDALE		~~407~~ <u>1614-D</u> N LONGSTREET ST	KINGSTREE	SC	29556	843-354-7614
JOSEPH	LAVENDER SR.	LAVCO, INC.	209 N RON MCNAIR BLVD	LAKE CITY	SC	29560	843-394-8325
DEBORAH	BUCHANAN		221 LATITUDE LN, STE 107	LAKE WYLIE	SC	29710	803-831-6800
ALISA	WILHELM		1244 HWY 9 BYPASS W	LANCASTER	SC	29720	803-285-3900
~~DAVID~~ <u>RONALD</u>	~~ALISA~~ <u>CARMICHAEL</u>		112 N TRADE AVE	LANDRUM	SC	29356	864-457-4200
JUNE	WALKER		350 CHURCH ST	LAURENS	SC	29360	864-984-5632
MICHAEL	MARTIN		4251 BROAD ST	LORIS	SC	29569	843-756-6776
RONALD	MORTON		12177 GREENVILLE HWY	LYMAN	SC	29365	864-439-3442
RONALD	MORTON	MORTON SERVICE CO., INC.	303 S MILL ST	MANNING	SC	29102	803-435-8652
CHERYL	TISDALE		1201 E GODBOLT ST	MARION	SC	29571	843-423-6952
RONALD	MORTON	MORTON SERVICE CO., INC.	220 MAIN ST	MC CORMICK	SC	29835	864-852-2707

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
SHIRLEY	POLK	AFJ INC OF CHARLESTON	636-C REMBERT DENNIS BLVD	MONCKS CORNER	SC	29461	843-761-8144
CHERYL	TISDALE		227 S MAIN ST	MULLINS	SC	29574	843-464-6611
MICHAEL	MARTIN		3901 DICK POND RD, UNIT 1	MYRTLE BEACH	SC	29588	843-650-7687
KELLY	HOLMES	LEMMKAN INC	1724 HWY 501	MYRTLE BEACH	SC	29577	843-448-6231
KELLY	HOLMES		780 COASTAL GRAND CIRCLE, UNIT V-08	MYRTLE BEACH	SC	29577	843-839-9264
RONALD	MORTON		6308 SAVANNAH HWY	NEESES	SC	29107	803-247-2669
BONNIE	MEEKS	BER CORPORATION	2632 MAIN ST	NEWBERRY	SC	29108	803-276-7050
KELLY	HOLMES		825 HWY 17 S	NORTH MYRTLE BEACH	SC	29582	843-272-6731
RONALD	MORTON		1166 MAGNOLIA ST	ORANGEBURG	SC	29115	803-536-2015
RONALD	MORTON	MORTON SERVICE CO., INC.	2553 N RD	ORANGEBURG	SC	29118	803-531-1500
ALISA	WILHELM		107 E MC GREGOR ST	PAGELAND	SC	29728	843-672-3995
LARRY	WATERS		137 W MAIN ST	PICKENS	SC	29671	864-878-2532
BONNIE	MEEKS		1702 HWY 86	PIEDMONT	SC	29673	864-845-5348
BONNIE	MEEKS		7704 AUGUSTA RD	PIEDMONT	SC	29673	864-558-0004
BONNIE	MEEKS		PIEDMONT PROFESSIONAL PLAZA, 1417 HWY 86	PIEDMONT	SC	29673	864-832-9620
RONALD	MORTON		3121 HWY 153	PIEDMONT	SC	29673	864-269-8494
THOMAS	BECK		813 ELLIOTT RD	RICHBURG	SC	29729	803-328-2937
THOMAS	BECK	BECK INVESTMENT GROUP INC	THE COMMONS AT WINTHROP, 725 CHERRY RD STE	ROCK HILL	SC	29732	803-328-2937
THOMAS	BECK		MANCHESTER VILLAGES, 1910 CINEMA DR STE 100	ROCK HILL	SC	29730	803-328-2937
THOMAS	BECK		4859 OLD YORK RD, STE 107	ROCK HILL	SC	29732	803-328-2937
JACQUELYN	JARRELL	MORNINGSTAR LLC	5551 MEMORIAL BLVD	SAINT GEORGE	SC	29477	843-563-2200
SHIRLEY	POLK		2058 SANTEE RIVER RD	SAINT STEPHEN	SC	29479	843-567-4088
MARCIA	SHEALY		304 N MAIN ST	SALUDA	SC	29138	864-445-2958
BONNIE	MEEKS	BER CORPORATION	DOGWOOD PLAZA, 313 MARKET ST	SENECA	SC	29678	864-885-1883
RONALD	MORTON		286 BROAD ST	SUMTER	SC	29150	803-775-9513
RONALD	MORTON		1262 PEACH ORCHARD RD	SUMTER	SC	29154	803-494-4887
RONALD	MORTON		1285 BROAD ST SUMTER PL	SUMTER	SC	29150	803-905-5130
MICHAEL	MARTIN		410 C HWY 17 N BUSINESS	SURFSIDE BEACH	SC	29575	843-238-2921
BONNIE	MEEKS	BER CORPORATION	515 N DUNCAN BYPASS	UNION	SC	29379	864-427-4555
BONNIE	MEEKS		708 S DUNCAN BYPASS, STE F	UNION	SC	29379	864-441-0096
JACQUELYN	JARRELL	MORNINGSTAR LLC	314 BELLS HWY	WALTERBORO	SC	29488	843-782-5555
BONNIE	MEEKS		192 SCENIC PLAZA	WEST UNION	SC	29696	864-638-3040
BONNIE	MEEKS		609 E MAIN ST	WESTMINSTER	SC	29693	864-647-1142
BONNIE	MEEKS	BER CORPORATION	14 GREENVILLE DR	WILLIAMSTON	SC	29697	864-847-7811
RONALD	MORTON	MORTON SERVICE CO., INC.	13039 MAIN ST	WILLISTON	SC	29853	803-266-3808
RONALD	MORTON	MORTON SERVICE CO., INC.	1400 I-13 US HWY HIGHWAY 321 BYPASS S	WINNSBORO	SC	29180	803-635-4018
BONNIE	MEEKS	BER CORPORATION	558 N MAIN ST	WOODRUFF	SC	29388	864-476-7152
DEBORAH	BUCHANAN	D&N FINANCIAL SERV. INC.	822-A E LIBERTY ST	YORK	SC	29745	803-684-6344
STEPHEN	AMERINE	S A ENTERPRISES INC	1315 6TH AVE SE STE 6	ABERDEEN	SD	57401	605-229-4681
STEPHEN	AMERINE		215 5TH AVE NW	ABERDEEN	SD	57401	605-229-2124
RICHARD	TSCHETTER		502 ROUND UP ST	BELLE FOURCHE	SD	57717	605-892-2320
JAMES	CUMMINGS		238 E HOLLY BLVD	BRANDON	SD	57005	605-582-8781
WAYNE	NEGSTAD		UNIVERSITY MALL, 1022 22ND AVE S	BROOKINGS	SD	57006	605-692-5715
JULIANA	HILL		636 MT RUSHMORE RD	CUSTER	SD	57730	605-673-6063
JULIANA	HILL		734 JENNINGS AVE	HOT SPRINGS	SD	57747	605-745-6063
MARY RUTH	RANDHILES	ALMAR INC	167 21ST ST SE	HURON	SD	57350	605-352-2291
RICHARD	TSCHETTER		161 W MAIN	LEAD	SD	57754	605-584-3034

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MARTHA	POPPENGA		204 S MAIN	LENNOX	SD	57039	605-647-2130
DEBORAH	REED	BGLAD INC	210 N EGAN AVE	MADISON	SD	57042	605-256-4204
RONALD	SCHAEFER	NO. MAIN BUSINESS SER INC	811 E SPRUCE ST STE 1	MITCHELL	SD	57301	605-996-8596
STEPHEN	AMERINE	S A ENTERPRISES INC	503 W GRAND CROSSING	MOBRIDGE	SD	57601	605-845-3970
BRENDA	SCHMIDT	BREN-DAR, INC.	122 E SIOUX AVE, PO BOX 865	PIERRE	SD	57501	605-224-2416
PATRICIA	ROSANE		614 HWY 18	PINE RIDGE	SD	57770	605-867-5564
MATTHEW	FITTING	EXPERTISE INC	1819 W MAIN	RAPID CITY	SD	57702	605-348-0811
MATTHEW	FITTING		103 A NEW YORK ST	RAPID CITY	SD	57701	605-394-0222
MATTHEW	FITTING		RUSHMORE MALL, 2200 N MAPLE AVE	RAPID CITY	SD	57701	605-341-3118
RICHARD	TSCHETTER	DST ENTERPRISES PROPERTIES, INC.	1330 N AVE 1041 N MAIN	SPEARFISH	SD	57783	605-642-4821
~~RICHARD~~	~~TSCHETTER~~		~~125 E COLORADO BLVD, STE 2C~~	~~SPEARFISH~~	~~SD~~	~~57783~~	~~605-722-7481~~
KRISTARICHARD	GUSSIAAS TSCHETTER	DST PROPERTIES, INC.	1881 LAZELLE ST	STURGIS	SD	57785	605-347-5955
STEPHEN	AMERINE	S.A. ENTERPRISES, INC.	12 CENTER ST	VERMILLION	SD	57069	605-624-3551
WAYNE	NEGSTAD		1521 9TH AVE SE, STE 1	WATERTOWN	SD	57201	605-886-8917
BRENDA	SCHMIDT	BREN-DAR, INC.	422 E 2ND, PO BOX 185	WINNER	SD	57580	605-842-1965
THOMAS	PETERSEN	T&J PETERSEN ENTERPRI INC	2007 BROADWAY STE H	YANKTON	SD	57078	605-665-3366
DONNA	GIRARD		28 N JOHNSON ST	ALAMO	TN	38001	731-696-2385
JOSEPH	LAUTIGAR		1508 DECATUR PIKE	ATHENS	TN	37303	423-745-7833
JOANNA	HARWOOD	JKM, LLP	1233 W MARKET ST	BOLIVAR	TN	38008	731-658-4003
DONNA	GIRARD		8 S COURT ST	BROWNSVILLE	TN	38012	731-772-1040
SHASTA	YANKEE		26 DIXON SPRINGS HWY 910 MAIN ST N	CARTHAGE	TN	37030	615-735-1342
DOLORES	WEST		139 E LAKE AVE, STE C	CELINA	TN	38551	931-243-3435
TONI DEBORAH	VERNON WILSON		571 MIDWAY SHOPPING CENTER	CENTERVILLE	TN	37033	931-729-4473
JOSEPH	LAUTIGAR		3709 RINGGOLD RD	CHATTANOOGA	TN	37412	423-622-0800
JOSEPH	LAUTIGAR		2435 GLASS ST	CHATTANOOGA	TN	37406	423-698-0084
JOHN	SANDIDGE	ONE COR FOUR TWO INC	118 TANNER PL	CLINTON	TN	37716	865-457-0956
JOHN	SANDIDGE		726 CLINCH AVE	CLINTON	TN	37716	865-457-7766
JOHN	SANDIDGE	ONE COR FOUR TWO INC	COOKEVILLE PLAZA, 565 S JEFFERSON STE D	COOKEVILLE	TN	38501	931-526-1544
SHASTA	YANKEE		2052 N MAIN ST	CROSSVILLE	TN	38555	931-484-1040
JEREMY	LAWSON		1047 S HWY 92, STE B	DANDRIDGE	TN	37725	865-484-1040
LYNDA	STILES		921 DAYTON MOUNTAIN HWY	DAYTON	TN	37321	423-775-0415
CAROLE	MERCER	CAROLE, INC.	93 MATHIS DR	DICKSON	TN	37055	615-446-6718
CAROLE	MERCER		102 E COLLEGE ST	DICKSON	TN	37055	615-446-7713
TONI CINDY	VERNON WHITE		1871 OLD YORK HWY E	DUNLAP	TN	37327	423-949-3601
JEFFREY	SMITH		GREEN VILLAGE, 554 HWY 51 BYPASS W	DYERSBURG	TN	38024	731-285-0749
TONI VANESSA	VERNON WARE		1816 HUNTSVILLE HWY	FAYETTEVILLE	TN	37334	931-433-6469
SHASTA	YANKEE		420 E HULL AVE	GAINESBORO	TN	38562	931-268-0264
DEBORAH	WILSON		488 E MAIN ST	GALLATIN	TN	37066	615-452-8183
DEBORAH	WILSON		1025 NASHVILLE PIKE, STE 110	GALLATIN	TN	37066	615-230-1055
RONALD	MORTON		631 ASHEVILLE HWY	GREENEVILLE	TN	37743	423-639-6462
RONALD	MORTON		2120 E ANDREW JOHNSON HWY	GREENEVILLE	TN	37745	423-636-2600
RONALD	MORTON		1233 S ROANE ST STE 1	HARRIMAN	TN	37748	865-882-3310
RONALD	MORTON		230 S ROANE ST	HARRIMAN	TN	37748	865-882-8556

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~¹⁹

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
DEBORAH	WILSON		206 E MCMURRY BLVD	HARTSVILLE	TN	37074	615-374-0140
HOLLIE	JACKSON	HOLLIE JACKSON 2 GEN TAX	206A N ANDERSON LN, STE 200	HENDERSONVILLE	TN	37075	615-824-4012
HOLLIE	JACKSON		GLEN OAKS COMMONS, 104 GLEN OAK BLVD STE 110	HENDERSONVILLE	TN	37075	615-826-7488
JEFFREY	SMITH		2718C N CENTRAL AVE	HUMBOLDT	TN	38343	731-784-4745
JANET	PIERCE		12680 LEXINGTON ST	HUNTINGDON	TN	38344	731-986-3023
JOHN	SANDIDGE		312 MAIN ST	JACKSBORO	TN	37757	423-566-7155
TERESA	TOMPKINS	TOMPKINS TAX SERVICE INC	913 OLD HWY 127 S	JAMESTOWN	TN	38556	931-879-9940
RONALD	MORTON		BROADWAY CENTER, 448 E BROADWAY	JEFFERSON CITY	TN	37760	865-475-5191
JOHN	SANDIDGE		173 S MAIN ST	JELICO	TN	37762	423-784-6013
RONALD	MORTON		1000 LADD LANDING BLVD, BLDG B STE 350	KINGSTON	TN	37763	865-376-2136
JOHN	SANDIDGE	ONE COR FOUR TWO INC	102 N MASSACHUSETTS AVE, STE 12	LA FOLLETTE	TN	37766	423-562-9341
KATRINA	JORDAN		142 W HWY 52 BY-PASS W	LAFAYETTE	TN	37083	615-666-3889
~~DENISA~~ RONA LIP	~~BILBREY~~ MORTON		TELLICO PLAZA SHOPPING CENTER, 785 HWY 321 N STE 11	LENOIR CITY	TN	37771	865-986-5000
VANESSA	WARF		716 S ELLINGTON PKWY	LEWISBURG	TN	37091	931-359-1249
LINDA	TOWER		708 N CHURCH	LIVINGSTON	TN	38570	931-823-5873
~~DENISA~~ RONA LIP	~~BILBREY~~ MORTON		VILLAGE SQUARE SHOPPING CENTER, 210 VILLAGE SQUARE DR	LOUDON	TN	37774	865-458-4011
KIMBERLY	FREEMAN	TAXES UNLIMITED, INC.	MADISONVILLE PLAZA, 111 KEFAUVER LN STE 6	MADISONVILLE	TN	37354	423-442-4562
ROSALYN	PARTIN		2161 HILLSBORO BLVD	MANCHESTER	TN	37355	931-728-9462
JEFFREY	SMITH		215 HAWKS RD, STE 9	MARTIN	TN	38237	731-587-2602
~~LIL~~ LINDA SMITH	~~SMITH~~ TOWER		477 N CHANCERY ST, STE B	MC MINNVILLE	TN	37110	931-473-5500
THOMAS	TRACY	TAX MATTERS OF TN INC	5384 POPLAR AVE, STE 101	MEMPHIS	TN	38119	901-327-2968
LINDA	TOWER		201C N ELMORE	MONTEREY	TN	38574	931-839-3431
DAVID	GIBSON		1341 BUFFALO TRAIL	MORRISTOWN	TN	37814	423-587-8497
DAVID	GIBSON		CRESCENT CENTER SHOP CTR, 220 N FAIRMONT	MORRISTOWN	TN	37814	423-581-1040
DAVID	GIBSON		CROCKETT SQ SHOP CTR, 463 CROCKETT TRACE DR UNIT 9	MORRISTOWN	TN	37813	423-585-0473
CELESTE	SIMCOX		115 VILLAGE SQ LN	MOUNTAIN CITY	TN	37683	423-727-7922
RONALD	MORTON		159 WESTERN PLAZA	NEWPORT	TN	37821	423-623-9470
THERESA	KELLEY		KROGER CENTER, 7247 HWY 64	OAKLAND	TN	38060	901-465-3001
JOHN	SANDIDGE	ONE COR FOUR TWO INC	19792 ALBERTA ST	ONEIDA	TN	37841	423-569-6174
RONALD	MORTON		1811 PKWY STE 100	PIGEON FORGE	TN	37862	865-429-0620
JOHN	SANDIDGE	ONE COR FOUR TWO INC	1275 MAIN ST	PIKEVILLE	TN	37367	423-447-2970
DEBORAH	WILSON		203 N BROADWAY	PORTLAND	TN	37148	615-325-3913
JEFFREY	SMITH		790 HWY 51, STE 23	RIPLEY	TN	38063	731-635-1040
RONALD	MORTON		512 N GATEWAY AVE	ROCKWOOD	TN	37854	865-354-0696
JOHN	SANDIDGE		224 S MAIN ST, STE 2	ROCKY TOP	TN	37769	865-426-2624
RONALD	MORTON		3815 HWY 66 S, STE 2	ROGERSVILLE	TN	37857	423-272-6515
JOHN	SANDIDGE		7763 RUTLEDGE PIKE	RUTLEDGE	TN	37861	865-828-3781
RONALD	MORTON		481 FORKS OF THE RIVER PKWY	SEVIERVILLE	TN	37862	865-774-1775
SHASTA	YANKEE		504 W MAIN ST	SMITHVILLE	TN	37166	615-597-7750
THERESA	KELLEY	SOMERVILLE FRANCHISE INC	13076 N MAIN ST	SOMERVILLE	TN	38068	901-465-3026
JEFFREY	SMITH		509 BROADWAY, STE 102	SOUTH FULTON	TN	38257	731-479-2778
JOHN	SANDIDGE	ONE COR FOUR TWO INC	177 MOSE DR	SPARTA	TN	38583	931-738-9381
JOEL	SIKES	TENN MOUNTAIN TAX SERV	2104-D MEMORIAL BLVD	SPRINGFIELD	TN	37172	615-384-3600
KIMBERLY	FREEMAN	TAXES UNLIMITED, INC.	791 NEW HWY 68, UNIT 4	SWEETWATER	TN	37874	423-337-3168

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JOHN	SANDIDGE		1442 N BROAD ST	TAZEWELL	TN	37879	423-626-8229
KIMBERLY	FREEMAN		9174 NEW HWY 68	TELLICO PLAINS	TN	37385	423-253-7542
DONNA	GIRARD	EDISON VENTURES INC	156 DAVY CROCKETT MALL, STE 2	TRENTON	TN	38382	731-855-9797
JEFFREY	SMITH		1700 W REELFOOT AVE, STE 136	UNION CITY	TN	38261	731-885-6961
DEBORAH	WILSON		5507 AUSTIN PEAY HWY	WESTMORELAND	TN	37186	615-644-3337
BECKY	CARNEY		2910 B HWY 31-W	WHITE HOUSE	TN	37188	615-672-3721
~~TONI~~ SHASTA	~~VERNON~~ YANKEE		224 MC MINNVILLE HWY	WOODBURY	TN	37190	615-563-5773
CONNIE	EDWARDS		3115 FALL CREEK HWY	ACTON	TX	76049	817-326-5008
~~LORI~~ CRAIG	~~VICK~~ COUCH	<u>COUCH & RUSSELL FINANCIAL</u>	405 FM 1187 N	ALEDO	TX	76008	817-441-2056
NOEL	SCOTT	TAX TIME LLC	1203B E MAIN ST	ALICE	TX	78332	361-664-0264
CLARK	NUSSBAUM		502 N 5TH ST	ALPINE	TX	79830	432-837-1544
~~MARIA~~ CARM	~~VAL~~ VERDEGONZ	CLM TAX SERVICES LLC	220 N ALTON BLVD, STE B	ALTON	TX	78573	956-585-1818
~~ELI~~ O	~~ALEZ~~						
CHARLOTTE	MATHEWS		102 S TEXAS AVE	ANAHUAC	TX	77514	409-267-4150
IVONNE	RAMIREZ		700 N MAIN	ANDREWS	TX	79714	432-524-9301
ROY	EDWARDS	LEC MANAGEMENT INC	~~179 S WATSON RD, STE 406 AND 407~~ <u>2115 E DIVISION ST</u>	ARLINGTON	TX	~~76010~~ <u>76011</u>	817-649-3200
ROY	EDWARDS		2510 E ARKANSAS LN, STE 116	ARLINGTON	TX	76014	817-548-8035
~~JUDITH~~ JOHN	~~RANDALL~~ BISHOP	JACS, INC.	1111 E TYLER, STE 105	ATHENS	TX	75751	903-675-4039
KRISTY	THIEMAN	K&K FINANCIAL LLC	301 HOLLY ST	ATLANTA	TX	75551	903-796-8201
~~JAMES~~ KEVIN	~~COURTNEY~~ THIEMAN		100 S HWY 377	AUBREY	TX	76227	940-365-2713
ILA	JOHNSON		805 HUTCHINGS	BALLINGER	TX	76821	325-365-2474
TIMOTHY	WALSLEBEN	TAW TAX SERVICES LLC	114 ENCHANTED RIVER DR	BANDERA	TX	78003	830-796-9000
KARAN	PATTERSON		25743 HWY 55	BARKSDALE	TX	78828	830-234-3333
WANNA	PHILLIPS		447 HWY 71W	BASTROP	TX	78602	512-303-0134
~~WARREN~~	~~PENA~~		~~3350 MCFADDIN, UNIT 4-5~~	~~BEAUMONT~~	~~TX~~	~~77706~~	~~409-833-6000~~
SCOTT	WILLIAMS		1014 N WASHINGTON ST	BEEVILLE	TX	78102	361-358-3360
BEN	DIATTO	HOUSE DIVIDED LLC	2608 N MAIN ST	BELTON	TX	76513	254-939-5101
DEBRA	LORENZ		901 N MAIN ST	BIG LAKE	TX	76932	325-884-2630
~~JAMES~~ AUSTIN	~~RICHMOND~~ SHEEN	<u>WEST TEXAS TAX ASSOCS LLC</u>	1512 S GREGG	BIG SPRING	TX	79720	432-263-1931
NOEL	SCOTT	TAX TIME LLC	111 BLANCO AVE, IN LOWES BREEZE WAY	BLANCO	TX	78606	830-833-5544
ARTHUR	JOHNSON	RIO TAX INVESTMENTS INC	1375 S MAIN ST, STE 209	BOERNE	TX	78006	830-249-3024
GREG	THOMPSON		601 W 3RD ST	BORGER	TX	79007	806-274-5302
JERI	BECKHAM	DENTON CREEK ENTERPR LLC	112 W WISE ST	BOWIE	TX	76230	940-872-5171
GEORGINA	PARTIN		1001 S BRIDGE ST	BRADY	TX	76825	325-597-0394
CARSON	SHEEN	SHEEN GROUP LLC	2110 S MARKET	BRENNHAM	TX	77833	979-836-1881
LORI	VICK		2202 HWY 380, STE 13	BRIDGEPORT	TX	76426	940-683-2810
~~TYLER~~	~~WHITMORE~~		~~417 W MAIN~~	~~BROWNFIELD~~	~~TX~~	~~79316~~	~~806-636-0014~~
~~DAVID~~	~~RODRIGUEZ~~		~~SUNRISE MALL, 2370 N EXPWY~~	~~BROWNSVILLE~~	~~TX~~	~~78521~~	~~956-982-1200~~
DAVID	RODRIGUEZ		2115 BOCA CHICA BLVD	BROWNSVILLE	TX	78520	956-982-1212
DAVID	RODRIGUEZ	THE TAX STORE, INC	4031 E 29TH ST, STE 120	BRYAN	TX	77802	979-268-7529
DAVID	RODRIGUEZ		910 N EARL RUDDER, STE 250	BRYAN	TX	77802	979-774-7870
BONNIE	PETTIGREW		144 N BUFFALO AVE	BUFFALO	TX	75831	903-322-5913
DEBBIE	WALLIS		475 MAIN ST, STE A	BULLARD	TX	75757	903-710-2164
DEANNA	GLIDDEN	DEANNA GLIDDEN LLC	765 TEXAS STATE HWY 62	BUNA	TX	77612	409-994-5791
TYLER	WHITMORE	BLUE WATER TAX ASSOC LLC	306 N AVE D	BURKBURNETT	TX	76354	940-569-2941

EXHIBIT E
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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
CRAIG	COUCH	COUCH & RUSSELL FINANCIAL	388 SW JOHNSON AVE	BURLESON	TX	76028	817-295-2236
CYNTHIA	ROBERTSON		200B S WATER ST	BURNET	TX	78611	512-756-6922
DAVID	RODRIGUEZ	THE TAX STORE, INC	206 W HWY 21	CALDWELL	TX	77836	979-567-0922
JOIE	MC NABB		706 N TRAVIS	CAMERON	TX	76520	254-697-2270
RUBY	ANDRADA	JAZIUM DREAM INC	2201 8TH AVE	CANYON	TX	79015	806-655-7801
HILARY	HARMON	FM 2673 LLC	1642 FM 2673, STE 10	CANYON LAKE	TX	78133	830-964-3579
DAVID	RODRIGUEZ	THE TAX STORE INC	409 E NOPAL ST	CARRIZO SPRINGS	TX	78834	830-876-9797
ALLISON	JOHNSON	ARCK MANAGEMENT INC	1500 W PANOLA	CARTHAGE	TX	75633	903-693-8998
~~SUE~~ ALLISON	~~STILL~~ JOHNSON	~~S-MARTIN~~ ARCK MANAGEMENT INC.	203 W AUSTIN STE 2	CENTER	TX	75935	936-598-4128
MARIE	COLVIN		500 AVE F NW	CHILDRESS	TX	79201	940-937-3451
ELTON	MC CASLIN		1400 E MAIN	CLARKSVILLE	TX	75426	903-427-9010
KEITH	ROBERTSON	ROBERTSON FIN SVC INC	1400 N MAIN	CLEBURNE	TX	76033	817-645-3929
JOEL	LOPEZ	NANDIN TAX PROF INC	115 N COLLEGE AVE	CLEVELAND	TX	77327	281-432-7500
DAVID	RODRIGUEZ	THE TAX STORE, INC	1609 S TEXAS AVE	COLLEGE STATION	TX	77840	979-693-2739
KATHY	RAYMOND		2200 HICKORY ST	COLORADO CITY	TX	79512	325-728-8842
ARTHUR	JOHNSON	J TAX INVESTMENTS INC	2126 B HWY 71 S	COLUMBUS	TX	78934	979-732-2965
ODELL	PARISHER		14101 NORTHWEST BLVD, STE 105	CORPUS CHRISTI	TX	78410	361-236-4810
JUDITH	RANDALL	CWE, INC.	3201 W 7TH AVE STE 101	CORSICANA	TX	75110	903-872-2891
JAMES	BARBOUR		119 N FRONT ST	COTULLA	TX	78014	830-879-2114
~~JOYCE~~ RUSSE LL	~~RAINS~~ RANDALL		1398 E LOOP 304	CROCKETT	TX	75835	936-544-8342
DAVID	RODRIGUEZ	THE TAX STORE INC	401 W ZAVALA, STE 1	CRYSTAL CITY	TX	78839	830-374-3925
RONALD	STINSON		102 E MAIN	CUERO	TX	77954	361-275-8317
WILLIAM L	COOK		701 ROCK ISLAND	DALHART	TX	79022	806-249-8454
JABARI	THOMAS		7125 S POLK ST, STE 104A	DALLAS	TX	75232	972-224-8427
LORI	VICK		1208 HWY 51 S, STE 1-2	DECATUR	TX	76234	940-627-5765
ARTHUR	JOHNSON	RIO TAX INVESTMENTS INC	2400 VETERANS BLVD STE 24	DEL RIO	TX	78840	830-775-2284
~~TYLER~~	~~WHITMORE~~		~~111 W 2ND ST~~	~~DENVER CITY~~	~~TX~~	~~79323~~	~~806-305-2060~~
DAYLON	SHEARRER	K-KUBED INC.	302 N TEEL	DEVINE	TX	78016	830-663-5267
MARLA	HART		101 FRONT ST	DIMMITT	TX	79027	806-647-4177
~~JOHNNY~~	~~WELBORN~~		~~151 E MERCER ST STE C~~	~~DRIPPING SPRINGS~~	~~TX~~	~~78620~~	~~512-894-2707~~
WILLIAM L	COOK		703 S BLISS AVE	DUMAS	TX	79029	806-935-5977
ALMA	LOZANO		123 E MAIN ST	EAGLE LAKE	TX	77434	979-234-3420
JUAN	CARDENAS JR		455 S BIBB AVE, STE 742	EAGLE PASS	TX	78852	830-773-5800
DAVID	RODRIGUEZ		1322 W UNIVERSITY DR	EDINBURG	TX	78539	956-318-1012
SALOMON	SAUCEDO	MY TAX SOLUTIONS LLC	6215 UPPER VALLEY RD STE F	EL PASO	TX	79932	915-877-2003
ARTHUR	JOHNSON	J TAX INVESTMENTS INC	214-A US HWY 290 E	ELGIN	TX	78621	512-285-4242
JUDITH	RANDALL	CWE, INC.	200 W ENNIS AVE, STE 104	ENNIS	TX	75119	972-875-6741
ANN	HALL		416 W COMMERCE	FAIRFIELD	TX	75840	903-389-5375
DAYLON	SHEARRER	K-KUBED INC.	935 10TH ST, STE 103	FLORESVILLE	TX	78114	830-393-3215
~~TYLER~~	~~WHITMORE~~		~~602 S 2ND ST~~	~~FLOYDADA~~	~~TX~~	~~79235~~	~~806-402-4060~~
DEBRA	LORENZ		903 W DICKINSON	FORT STOCKTON	TX	79735	432-336-3962
DEBBIE	WALLIS	E-TEX M&W ENTERPRISES LLC	8356 HWY 155	FRANKSTON	TX	75763	903-876-4040
CAROL	MACHICEK	RJM BUSINESS SERVS INC	510 E HWY ST	FREDERICKSBURG	TX	78624	830-997-7667
MARLA	HART		904 W 11TH ST	FRIONA	TX	79035	806-250-3638
DWIGHT	BOMER	BOMER FINANCIAL SERVS LLC	1306 E MAIN	GATESVILLE	TX	76528	254-865-7828

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
WILLIAM	DODD	LEX PARSIMONIAE INC	761 E AUSTIN ST	GIDDINGS	TX	78942	979-542-4116
KRISTY	THIEMAN		906 US HWY 271 N	GILMER	TX	75644	903-843-2396
TERI	GOLIBART	DLJ FUTURES LLC	428 ST ANDREW ST	GONZALES	TX	78629	830-672-6463
RONNIE	PIPPIN		1500 FOURTH ST, STE B	GRAHAM	TX	76450	940-549-3543
CONNIE	EDWARDS		700 HWY 377 E	GRANBURY	TX	76048	817-573-3722
BONNIE	PETTIGREW		220 W NAVASOTA	GROESBECK	TX	76642	254-729-2159
~~RUSSELL~~	~~RANDALL~~		~~1307 W MAIN STE C~~	~~GUN BARREL CITY~~	~~TX~~	~~75156~~	~~903-880-9917~~
RUSSELL	RANDALL	R&B ENTERPRIZES	~~331~~ <u>333</u> N GUN BARREL LN	GUN BARREL CITY	TX	75156	903-887-5020
DOROTHY	PERALES		409 W FAIRWINDS ST	HALLETTSVILLE	TX	77964	361-798-3147
ROBERT	BOMER		116 S BELL ST	HAMILTON	TX	76531	254-386-8417
TYLER	WHITMORE		327 S CENTRAL	HAMLIN	TX	79520	325-576-2696
DAVID	RODRIGUEZ	THE TAX STORE INC	VALLE VISTA MALL, 2020 S EXPWY 83	HARLINGEN	TX	78550	956-428-8300
DAVID	RODRIGUEZ		1102 S 77 SUNSHINE STRIP	HARLINGEN	TX	78550	956-364-2800
TYLER	WHITMORE	BLUEWATER TAX ASSO TX LLC	409 S 1ST ST	HASKELL	TX	79521	940-864-3087
CYNTHIA	ROBERTSON	TAX PRO - ROBERTSON INC	118 W 3RD ST	HEARNE	TX	77859	979- ~~279~~ <u>323</u> - ~~25~~ <u>03</u>
DORIS	RIGGS		505 SABINE ST	HEMPHILL	TX	75948	409-787-1908
KELLY	SPRINGER		946 BRAZOS	HEMPSTEAD	TX	77445	979-826-4477
~~RUSSELL~~ <u>JOHN</u>	~~RANDALL~~ <u>BISHOP</u>	R&B ENTERPRIZES	2223 HWY 79 S	HENDERSON	TX	75652	903-657-1644
EVELYN	ROMERO		127 W 3RD ST	HEREFORD	TX	79045	806-360-4453
RUSSELL	RANDALL		115 W FRANKLIN	HILLSBORO	TX	76645	254-582-9898
DEBORAH	AGEE		1703 AVE K	HONDO	TX	78861	830-426-3803
~~BRYAND~~	~~SPENCER~~	~~SPENTOR ENTERPRISES INC~~	~~14026 HORIZON BLVD, STE 5~~	~~HORIZON CITY~~	~~TX~~	~~79928~~	~~915-852-7739~~
TAMARA	WHITE		4217 TIDWELL RD, STE A-3	HOUSTON	TX	77093	713-635-7882
ANGELA	CUNNINGHAM	AM TAX AND FIN SVC INC	15737 N FREEWAY	HOUSTON	TX	77090	281-443-9107
MOHAMMAD	ASAD	TABEER USA INVSTMT INC	11839 WILCREST DR	HOUSTON	TX	77031	281-564-5000
JOEL	LOPEZ	NANDIN TAX PROF LLC	6317 N ELDRIDGE PKWY, STE 104	HOUSTON	TX	77041	713-983-6547
THANH	NGUYEN	TAXES & BEYOND LLC	11209 BELLAIRE BLVD STE C13A	HOUSTON	TX	77072	281-530-1115
JOHNNIE	WICKHAM	MS JOHNNIE'S DIAMOND TAX	8511 SCOTT ST STE B	HOUSTON	TX	77051	281-501-2053
RONALD	RUSSELL		5247 GRIGGS RD	HOUSTON	TX	77021	713-643-2100
ROBERT	NORRIS	CRF HOLLAND AVENUE INC	1614 HOLLAND AVE	HOUSTON	TX	77029	713-453-3310
NATASHA	DICKSON	FILE-IT INC	2012 DOWLING	HOUSTON	TX	77003	713-654-4115
RUSSELL	RANDALL		104 NW 2ND ST	HUBBARD	TX	76648	254-576-2056
KRISTY	THIEMAN		213 E FIRST ST	HUGHES SPRINGS	TX	75656	903-639-2686
~~GINA~~ <u>ALLISON</u>	~~WILLIAMS~~ <u>JOHNSO</u> <u>N</u>	~~ARCK MANAGEMENT INC~~	~~626~~ <u>527</u> HWY 69 ~~S~~ <u>NORTH</u>	HUNTINGTON	TX	75949	936-876-4200
SUSAN	GRAY		560 HWY 79, STE 400	HUTTO	TX	78634	512-642-3175
JOE	REEH		3112 JCT HWY	INGRAM	TX	78025	830-367-3362
MARINA	ESCOBEDO		404 W PARK AVE	IOWA PARK	TX	76367	940-592-2221
~~JUDITH~~ <u>JOHN</u>	~~RANDALL~~ <u>BISHOP</u>	JACS, INC.	1009 S JACKSON ST, STE 345	JACKSONVILLE	TX	75766	903-586-8661
BRENDA	FIGUEROA		355 W GIBSON	JASPER	TX	75951	409-384-5336
YVETTE	MATHIS		110 E WALKER ST	JEFFERSON	TX	75657	903-665-3002
BLISS	BALEW	ROBERTSON FIN SVC INC	307 S BROADWAY	JOSHUA	TX	76058	817-645-8383
JERI	BECKHAM	DENTON CREEK ENTERPR LLC	~~144~~ <u>815</u> W ~~5TH~~ <u>1ST</u> ST	JUSTIN	TX	76247	940-648-3639
RONALD	STINSON		715 E CALVERT	KARNES CITY	TX	78118	830-780-3010
RUSSELL	RANDALL		433 S SEVEN POINTS DR	KEMP	TX	75143	903-432-3628
IVONNE	RAMIREZ		106 E AUSTIN	KERMIT	TX	79745	432-586-6521

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
JOE	REEH	TAX CONSULTANTS INC	850 SIDNEY BAKER	KERRVILLE	TX	78028	830-896-2001
CYNTHIA	ROBERTSON	JHC TAX INVESTMENTS INC	1808 HWY 1431	KINGSLAND	TX	78639	325-388-6222
ARTHUR	JOHNSON	J TAX INVESTMENTS INC	1636 HWY 71 W	LA GRANGE	TX	78945	979-968-8565
JOHNNY	WELBORN	LT TAX SERVICES INC	103 RANCH RD 620 S	LAKEWAY	TX	78734	512-266-1040
KATHY	RAYMOND		2310 LUBBOCK HWY	LAMESA	TX	79331	806-872-8706
CYNTHIA	ROBERTSON	JHC TAX INVESTMENTS INC	1708 CENTRAL TX EXPWY, STE 6	LAMPASAS	TX	76550	512-556-2045
TYLER	WHITMORE	BLUE WATER TEXAS TAX LLC	1007 COLLEGE AVE	LEVELLAND	TX	79336	806-568-3040
KRISTY	THIEMAN		2808 S MAIN ST, STE S	LINDALE	TX	75771	903-881-9771
TYLER	WHITMORE		2401 HALL AVE	LITTLEFIELD	TX	79339	806-485-0014
LYLE	RUCKMAN		1409 S MAIN	LOCKHART	TX	78644	512-398-5310
TYLER	WHITMORE	LWK ASSOCS OF TX LLC	4221 34TH ST	LUBBOCK	TX	79410	806-796-1040
TYLER	WHITMORE		1710 34TH	LUBBOCK	TX	79411	806-762-2131
TYLER	WHITMORE		2715 50TH ST	LUBBOCK	TX	79413	806-795-0515
TYLER	WHITMORE		102 UNIVERSITY AVE	LUBBOCK	TX	79415	806-762-2333
TYLER	WHITMORE		5404 4TH ST, STE H	LUBBOCK	TX	79416	806-795-1684
TYLER	WHITMORE		5217 82ND ST, STE 212	LUBBOCK	TX	79424	806-794-1040
TYLER	WHITMORE		1905 19TH ST	LUBBOCK	TX	79401	806-762-0999
TYLER	WHITMORE		7604 MILWAUKEE AVE	LUBBOCK	TX	79424	806-771-3084
JAMIE	EVANS		601 S MAGNOLIA	LULING	TX	78648	830-875-3292
NOEL	SCOTT	TIME TAX LLC	15113 MAIN ST	LYTLE	TX	78052	830-772-4900
ARTHUR	JOHNSON	J TAX INVESTMENTS INC	1608 E MAIN, STE 119	MADISONVILLE	TX	77864	936-348-6281
CYNTHIA	ROBERTSON	JHC TAX INVESTMENTS INC	MARKET PLACE CENTER, 1115 FM 1431	MARBLE FALLS	TX	78654	830-693-4962
PAMELA	HATLEY	BOOKPRS AND TAXFILERS INC	151 COLEMAN ST	MARLIN	TX	76661	254-883-5910
YVETTE	MATHIS		1301 E END BLVD S	MARSHALL	TX	75670	903-938-6383
YVETTE	MATHIS		4208 VICTORY DR	MARSHALL	TX	75672	903-938-0225
DAVID	RODRIGUEZ	THE TAX STORE INC	1911 N 23RD ST	MC ALLEN	TX	78501	956-687-1000
DAVID	RODRIGUEZ		2720 N 10TH ST	MC ALLEN	TX	78501	956-687-4351
WILLIAM	KELLEY JR		1014C S MAIN	MCGREGOR	TX	76657	254-840-2211
DAVID	RODRIGUEZ		540 W 2ND ST	MERCEDES	TX	78570	956-565-0912
JENNIFER	OLIVER CLENEDENING		815 E MILAM	MEXIA	TX	76667	254-562-3828
EDWIN	JAQUEZ		2305 N BIG SPRING ST	MIDLAND	TX	79705	432-620-9991
KRISTY	THIEMAN	THIEMAN FINANCIAL GROUP	2185 N PACIFIC ST, STE 2	MINEOLA	TX	75773	903-569-5335
LORI	VICK		102 GARRETT MORRIS PKWY	MINERAL WELLS	TX	76067	940-325-0655
MARIA CARM ELO	VALVERDE ALEZ		5601 W MILE 3 RD, STE D	MISSION	TX	78574	956-583-9416
DAVID	RODRIGUEZ		110 E GRIFFIN PKWY	MISSION	TX	78572	956-583-7959
DEBRA	LORENZ		706 N STOCKTON AVE	MONAHANS	TX	79756	432-943-2393
SHERRY	MC CASLIN		1311 S JEFFERSON	MOUNT PLEASANT	TX	75455	903-572-8181
SHERRY	MC CASLIN		1506 W FERGUSON 203 E 16TH	MOUNT PLEASANT	TX	75455	903-577-8500
SHERRY	MC CASLIN		539 INTERSTATE 30 W	MOUNT VERNON	TX	75457	903-588-2308
KAY	WISEMAN		104 E AVE C	MULESHOE	TX	79347	806-272-3332
DEBRA	WHITE-FINKE		811 N LASALLE	NAVASOTA	TX	77868	936-825-6395
KRISTY	THIEMAN		413 N MCCOY BLVD	NEW BOSTON	TX	75570	903-628-2301
JOE	REEH	TAX CONSULTANTS INC	651 N BUSINESS IH 35, STE 1120	NEW BRAUNFELS	TX	78130	830-625-0109
DIANA	GOLDING		110 S EUGENIA, PO BOX 1890	ORANGE GROVE	TX	78372	361-384-2505
DEBBIE	WALLIS	E-TEX M&W ENTERPRISES LLC	2033 CROCKETT RD	PALESTINE	TX	75801	903-729-1884

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~~JERI~~	~~BECKHAM~~	~~DENTON CREEK ENTERPR LLC~~	~~1301 N HOBART ST~~	~~PAMPA~~	~~TX~~	~~79065~~	~~806-665-2161~~
DAYLON	SHEARRER	K-KUBED INC.	309 E COLORADO	PEARSALL	TX	78061	830-334-5767
LEECA	LYNCH		111 6TH ST	PECOS	TX	79772	432-445-2809
~~JERI~~	~~BECKHAM~~		~~111 S MAIN ST~~	~~PERRYTON~~	~~TX~~	~~79070~~	~~806-435-5616~~
SHERRY	MC CASLIN		119 N GREER BLVD	PITTSBURG	TX	75686	903-856-6562
SHERRY	MC CASLIN		156 QUITMAN	PITTSBURG	TX	75686	903-856-2203
SANDRA	CHAVEZ	LJ&G PREMIER LLC	1701 QUINCY ST	PLAINVIEW	TX	79072	806-296-6265
DAYLON	SHEARRER	K-KUBED INC.	1737 W OAKLAWN, STE C	PLEASANTON	TX	78064	830-569-2251
~~WARREN~~	~~PENA~~		~~3301 MEDICAL TRIANGLE DR~~	~~PORT ARTHUR~~	~~TX~~	~~77642~~	~~409-963-2314~~
MELANIE	DAVENPORT-WEH MEYER		415 N VIRGINIA	PORT LAVACA	TX	77979	361-552-2075
DIANE	STURDIVANT	L&S ENTERPRISES LLC	286 S 7TH ST	RAYMONDVILLE	TX	78580	956-689-3397
~~ODELL~~	~~PARISHER~~		~~112A S ALAMO~~	~~REFUGIO~~	~~TX~~	~~78377~~	~~361-349-5035~~
JERI	BECKHAM		800 HWY 287 N, STE B	RHOME	TX	76078	817-636-2888
ODELL	PARISHER		500 E MAIN	ROBSTOWN	TX	78380	361-387-9075
CYNTHIA	ROBERTSON	TAX PRO - ROBERTSON INC	239 ACKERMAN	ROCKDALE	TX	76567	512-446-6788
~~JUDITH~~ ~~JOHN~~	~~RANDALL~~ ~~BISHOP~~		411 N DICKENSON DR	RUSK	TX	75785	903-683-5151
AUSTIN	SHEEN	WEST TEXAS TAX ASSOCS LLC	KNICKERBOCKER SQUARE SC, 3355-3357 KNICKERBOCKER RD	SAN ANGELO	TX	76904	325-949-9508
AUSTIN	SHEEN		THE COMMONS SC, 3298 SHERWOOD WAY	SAN ANGELO	TX	76901	325-224-8525
AUSTIN	SHEEN		SOUTH ANGELO PLAZA SC, 1638-1640 S CHADBOURNE	SAN ANGELO	TX	76903	325-482-0405
~~TRACY~~ ~~ALLIS~~ ~~ON~~	~~SMITH~~ ~~JOHNSON~~		210 HWY 96 N	SAN AUGUSTINE	TX	75972	936-275-9057
DAVID	RODRIGUEZ		~~205~~ <u>295</u> W ~~HWY~~ <u>BUSINESS</u> 77, STE ~~DB~~	SAN BENITO	TX	78586	956-361-0002
DAVID	RODRIGUEZ		816 N VETERANS BLVD STE B	SAN JUAN	TX	78589	956-702-7477
TAWANA	RIGGS		110 S CHEROKEE	SAN SABA	TX	76877	325-372-6434
~~JERI~~	~~BECKHAM~~		~~306 BOLIVAR ST~~	~~SANGER~~	~~TX~~	~~76266~~	~~940-458-4202~~
DOROTHY	PERALES		609 N MAIN ST	SCHULENBURG	TX	78956	979-743-3656
BRENDA	SMITH		111 SW AVE B	SEMINOLE	TX	79360	432-758-3145
ODELL	PARISHER		117A E SINTON	SINTON	TX	78387	361-364-2921
LAVERNE	RENFRO		105 TEXAS AVE	SLATON	TX	79364	806-828-5091
KATHY	RAYMOND		2512 AVE R	SNYDER	TX	79549	325-573-9002
ELVIRA	HOLGUIN		302 S CONCHO	SONORA	TX	76950	325-387-6092
SUSAN	GRAY		2004 OLD GRANGER RD	TAYLOR	TX	76574	512-352-6645
KRISTY	THIEMAN	THIEMANS INC	1801 N ROBISON RD STE 1A	TEXARKANA	TX	75501	903-832-4826
KRISTY	THIEMAN		3901 N STATELINE AVE	TEXARKANA	TX	75501	903-792-2027
KRISTY	THIEMAN		242 RICHMOND RANCH RD	TEXARKANA	TX	75503	903-794-0610
DAYLON	SHEARRER	K-KUBED INC.	107 W ALEXANDER ST	THREE RIVERS	TX	78071	361-786-3844
~~SUE~~ ~~ALLISON~~	~~STILL~~ ~~JOHNSON~~		592 N 1ST ST	TIMPSON	TX	75975	936-254-9960
ARTHUR	JOHNSON	RIO TAX INVESTMENTS INC	1026 GARNER FIELD RD	UVALDE	TX	78801	830-278-2725
MARINA	ESCOBEDO		3908 WILBARGER ST	VERNON	TX	76384	940-552-5411
~~MARLENE~~ ~~ME~~ ~~LANIE~~	~~GODSEY~~ ~~DAVENP~~ ~~ORT-WEHMEYER~~		2403 N BEN JORDAN	VICTORIA	TX	77901	361-578-3641
~~MARLENE~~ ~~ME~~ ~~LANIE~~	~~GODSEY~~ ~~DAVENP~~ ~~ORT-WEHMEYER~~		VICTORIA TX BRANCH, 6412 N NAVARRO STE A	VICTORIA	TX	77904	361-578-1488
JOSEPH	SMITH		1327 S VALLEY MILLS DR	WACO	TX	76711	254-754-5501
JOSEPH	SMITH		903 N IH35, STE 112	WACO	TX	76705	254-799-4132
JOSEPH	SMITH		1515 HEWITT DR, STE D	WACO	TX	76712	254-666-6003

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JOSEPH	SMITH	MID-TX TAX ASSOCIATES LLC	408B N VALLEY MILLS DR	WACO	TX	76710	254-399-8900
JANEANN	WILKEN	J & K FIN SERVS INC	2529 S MAIN, STE 101	WEATHERFORD	TX	76087	817-594-6809
DAVID	RODRIGUEZ		115 N TEXAS BLVD	WESLACO	TX	78596	956-968-4069
~~JAMES~~ KEVIN	~~COURTNEY~~ THIEMAN	~~SIMS~~ — ~~COURTNEY~~ KLRS FINANCIAL, LLC	112 E MAIN ST	WHITESBORO	TX	76273	903-564-6473
TYLER	WHITMORE	BLUE WATER TAX ASSOC LLC	CROSSROADS CENTER, 2708 SW PKWY STE 128	WICHITA FALLS	TX	76308	940-692-6882
TYLER	WHITMORE		2314 AIRPORT DR, STE 200	WICHITA FALLS	TX	76306	940-851-6491
TYLER	WHITMORE		2405 KEMP BLVD, STE B	WICHITA FALLS	TX	76309	940-723-1397
TYLER	WHITMORE		1501 MIDWESTERN PKWY, STE 109	WICHITA FALLS	TX	76302	940-322-8658
CHARLOTTE	MATHEWS		111 OGDEN ST	WINNIE	TX	77665	409-296-9350
KRISTY	THIEMAN		200 S MAIN ST, STE C	WINNSBORO	TX	75494	903-342-3613
ODELL	PARISHER		421 SECOND ST	WOODSBORO	TX	78393	361-543-4431
SANDRA	SHERER		210 E BLUFF	WOODVILLE	TX	75979	409-283-3472
GLORIA	LERCH		407 LOTT	YOAKUM	TX	77995	361-293-9112
DIANA	SANCHEZ		102 FLORES DR	ZAPATA	TX	78076	956-765-5549
PHIL	LYMAN	PHIL LYMAN CPA PC	333 S MAIN ST, STE 2	BLANDING	UT	84511	435-678-2411
SHARLENE	BELL	HUNTS ACCOUTING INC	14241 S REDWOOD RD	BLUFFDALE	UT	84065	801- ~~878~~ 446-9544—6380
SCOTT	HOTH	PINNACLE LLC	273 W 500 S STE 15	BOUNTIFUL	UT	84010	801-295-8574
KONNIE	ROBINSON	RAMSEY SERVICES INC	112 S MAIN	CEDAR CITY	UT	84720	435-586-6802
SCOTT	HOTH		200 W PARRISH LN STE 1	CENTERVILLE	UT	84014	801-298-7109
TERESA	BARTON	T&R TAX AND BUS SERVS INC	822 E MAIN	GRANTSVILLE	UT	84029	435-884-3076
TRACY	BUNNER	TRACY'S TAX SERVICE LLC	617 N HARRISVILLE RD, STE 3	HARRISVILLE	UT	84404	801-627-2212
AMIE	FULLER		525 W STATE ST, STE 2	HURRICANE	UT	84737	435-635-4969
AMIE	FULLER		310 S 100 E	KANAB	UT	84741	435-644-2071
SCOTT	HOTH		221 W 200 N	KAYSVILLE	UT	84037	801-546-5366
~~SHAWN~~ AARO	~~N~~ JENSEN	~~ATLT~~ INC.	547 N MAIN ST	LOGAN	UT	84321	435-752-1651
KENNETH	MINOR	SLICKROCK BUS SERV LLC	483 E BITTLE LN	MOAB	UT	84532	435-259-6640
SCOTT	HOTH		689 N REDWOOD RD, STE 120	NORTH SALT LAKE	UT	84054	801-936-1216
AMIE	FULLER		35 E CENTER	PANGUITCH	UT	84759	435-676-8328
DAVID	BEEMSTER		1776 PARK AVE, STE 18	PARK CITY	UT	84060	435-658-2916
DAVID	PLATT		33 E MAIN ST	PRICE	UT	84501	435-637-4110
AMIE	FULLER	ROAM, INC.	910 S BLUFF ST, STE 201-202	SAINT GEORGE	UT	84770	435-673-4960
AMIE	FULLER		DIXIE SUNSET PLAZA, 1812 W SUNSET BLVD STE 21	SAINT GEORGE	UT	84770	435-673-6808
STEVEN	MOORE	SKM SERVICES INC	1361 N MAIN ST	TOOELE	UT	84074	435-843-8877
STEVEN	MOORE		16 N MAIN	TOOELE	UT	84074	435-882-4011
THAIS	RUIZ		7618 REDWOOD RD	WEST JORDAN	UT	84084	801-280-6082
GAIL	ORR	RS RG GROUP LLC	WASHINGTON CROSSINGS SHP CTR, 550 CUMMINGS ST	ABINGDON	VA	24210	276-628-7533
VANESSA	HARDY		15408 PATRICK HENRY HWY	AMELIA	VA	23002	804-561-3757
MILTON	SKINNER	RENNIKS INC	44110 ASHBURN SHOPPING PLAZA, UNIT 198	ASHBURN	VA	20147	703-723-9530
TRAN	FORBES		4917 RICH-TAPPAHANNOCK HWY, STE 5	AYLETT	VA	23009	804-769-4300
~~CATHY~~ SCOTT	~~AN~~ CARTER	~~PRILLAM~~	4226 FAIRSTONE PK HWY	BASSETT	VA	24055	276-629-2648
JEAN	QUEEN		BEALETON VILLAGE CENTER, 6384 VILLAGE CENTER DR	BEALETON	VA	22712	540-439-1270
JERALD	STEWARTSON JR	ACCT & TAX SOLUTIONS	406A E MAIN ST	BEDFORD	VA	24523	540-586-3469
M.C.	BREWER		36306 LANKFORD HWY	BELLE HAVEN	VA	23306	757-442-7700

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First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
GAIL	ORR	RS & RG GROUP LLC	524 WOOD AVE	BIG STONE GAP	VA	24219	276-523-3842
VANESSA	HARDY	DD'S ACCOUNTING SERVICE	BLACKSTONE SHOPPING CENTER, 1533 S MAIN ST	BLACKSTONE	VA	23824	434-292-7634
MILTON	SKINNER		43150 BROADLANDS CENTER, STE 122	BROADLANDS	VA	20148	571-291-2216
EVELYN	HINES		405 E RUSH ST	BROOKNEAL	VA	24528	434-376-5307
~~WANDA~~	~~WHITLEY~~		~~16096 FANCY GAP HWY~~	~~CANA~~	~~VA~~	~~24317~~	~~276-755-4255~~
BETTY	YORKE	CASTLEWOOD FIN. SERVICES	HWY 58 - 75 MEMORIAL DR	CASTLEWOOD	VA	24224	276-762-7196
ELLEN	KAY		441 E RIDGEWAY	CLIFTON FORGE	VA	24422	540-862-5111
BETTY	YORKE		5351 DICKENSON HWY, STE A AND B	CLINTWOOD	VA	24228	276-926-8828
<u>SCOTT</u>	<u>PRILLAMAN</u>	<u>FC INCOME TAX SERVICE LLC</u>	<u>4339 VIRGINIA AVE</u>	<u>COLLINSVILLE</u>	<u>VA</u>	<u>24078</u>	<u>276-629-5358</u>
TERESA	MARTIN		111 MALL RD	COVINGTON	VA	24426	540-962-4500
JEAN	QUEEN		CENTRE AT CULPEPER, 15135 MONTANUS DR	CULPEPER	VA	22701	540-825-8700
<u>CHRISTOPHE</u>	<u>WILSON</u>		<u>305 PINEY FOREST RD</u>	<u>DANVILLE</u>	<u>VA</u>	<u>24540</u>	<u>434-797-2398</u>
CHRISTOPHE	WILSON	WILSON ENTERPRISES INC	RIVERSIDE CENTER, 3326 RIVERSIDE DR	DANVILLE	VA	24541	434-797-1105
VANESSA	HARDY		15940 UNIT B JAMES MADISON HWY	DILLWYN	VA	23936	434-983-4875
THEODORE	BOOKER		107B W SPOTSWOOD TRL	ELKTON	VA	22827	540-298-9088
VANESSA	HARDY		THE SHOPPES AT COLLEGE PARK, 1415-A S MAIN ST	FARMVILLE	VA	23901	434-392-9725
~~SUSAN~~	~~MC CREA~~		~~110 W MAIN ST~~	~~FLOYD~~	~~VA~~	~~24091~~	~~540-745-3656~~
GUY	RUSSELL JR.		4123 SCENIC RD	FRIES	VA	24330	276-744-2784
JEAN	QUEEN		GATEWAY PLAZA, 232A REMOUNT RD	FRONT ROYAL	VA	22630	540-635-3637
GUY	RUSSELL JR.	RUSSELL'S TAX SERVICE	102 N MAIN ST	GALAX	VA	24333	276-236-5221
TRAN	FORBES	FORBES PROF. SVCS., INC.	GLOUCESTER EXCHANGE SHOP CTR, 6914 MAIN ST	GLOUCESTER	VA	23061	804-693-2444
RHONDA	LESTER		21193 RIVERSIDE DR	GRUNDY	VA	24614	276-935-7240
MILTON	SKINNER		297 HERNDON PKWY, STE 204	HERNDON	VA	20170	703-435-0565
MILTON	SKINNER		13340 FRANKLIN FARM RD, UNIT I	HERNDON	VA	20171	703-435-0331
GUY	RUSSELL JR.		145- B S MAIN ST	HILLSVILLE	VA	24343	276-728-2611
BETTY	YORKE		4633 REDBUD HWY, STE B	HONAKER	VA	24260	276-873-6726
EVELYN	HINES		201 KING ST	KEYSVILLE	VA	23947	434-736-8895
<u>KENNETH</u>	<u>PERKINS</u>		<u>435 RAILROAD AVE</u>	<u>KEYSVILLE</u>	<u>VA</u>	<u>23947</u>	<u>434-736-9095</u>
TRAN	FORBES		404 N MAIN ST	KILMARNOCK	VA	22482	804-435-3510
~~GAIL~~	~~ORR~~		~~782 E MAIN ST~~ <u>165 PITTSTON RD</u>	LEBANON	VA	24266	276-889-1070
MILTON	SKINNER	RENNIKS INC	VA VILLAGE CTR, 14 FAIRFAX ST	LEESBURG	VA	20175	703-777-3590
JEAN	QUEEN		TRIANGLE PLAZA, 502 E MAIN ST	LOUISA	VA	23093	540-967-0288
THEODORE	BOOKER		3 LURAY SHOP CENTER	LURAY	VA	22835	540-743-4202
JEAN	QUEEN		317 WASHINGTON ST	MADISON	VA	22727	540-948-5517
~~CATHY~~ <u>SCOTT</u>	~~CARTER~~ <u>PRILLAM</u> <u>AN</u>	~~CARTER & ASSOC OF VA, INC~~	1320 B MEMORIAL BLVD	MARTINSVILLE	VA	24112	276-638-2381
WANDA	DELONG	DELONG & ASSOCIATES LLC	13697 BOOKER T WASHINGTON HWY, THE FORUM STE 107	MONETA	VA	24121	540-721-8348
TRAN	FORBES	FORBES PROF SVCS INC	15706 KINGS HWY	MONTROSS	VA	22520	804-493-8334
BETTY	YORKE	CBC KLUB INC	465 HAWTHORN AVE	NORTON	VA	24273	276-679-1888
M.C.	BREWER		25375 LANKFORD HWY, STE E	ONLEY	VA	23418	757-787-2900
JEAN	QUEEN		185 MADISON RD	ORANGE	VA	22960	540-672-4050
JEAN	SLEMP		119 S LAKEWOOD ST	PENNINGTON GAP	VA	24277	276-546-3077
MILTON	SKINNER	RENNIKS INC	11305 B-2 SUNSET HILLS RD	RESTON	VA	20190	703-435-0417
JERALD	STEWARTSON JR	ACCT'G & TAX SOL BEDFORD	880 TANYARD RD	ROCKY MOUNT	VA	24151	540-483-1348
JERALD	STEWARTSON JR		115 FLOYD AVE	ROCKY MOUNT	VA	24151	540-484-4999
GAIL	ORR	RS & RG GROUP LLC	135 PALMER AVE STE B	SALTVILLE	VA	24370	276-496-5111

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KENNETH	PERKINS	KENNETH PERKINS INC	1014 CHARLES ST	SOUTH BOSTON	VA	24592	434-572-3939
IMOGENE	SKINNER	RENNIKS INC	46950 COMMUNITY PLAZA, STORE 19	STERLING	VA	20164	703-430-6639
GARY	HAMILTON		101 FOUNDERS WAY, STE B	STRASBURG	VA	22657	540-465-5663
~~CATHY~~ <u>SCOTT</u>	~~CARTER~~ <u>PRILLAM</u> ~~AN~~	~~CARTER & ASSOC OF VA, INC~~	301 S MAIN ST, STE H	STUART	VA	24171	276-694-7242
TRAN	FORBES		1840 TAPPAHANNOCK BLVD	TAPPAHANNOCK	VA	22560	804-443-5110
THEODORE	BOOKER		JAMESWAY PLAZA, 14072 TIMBERWAY	TIMBERVILLE	VA	22853	540-896-1163
~~JASON~~	~~MOULTON~~	~~MOULTON ACCOUNTING INC~~	~~6620 INDIAN RIVER RD~~	~~VIRGINIA BEACH~~	~~VA~~	~~23464~~	~~757-420-6168~~
~~JASON~~	~~MOULTON~~		~~6651 INDIAN RIVER RD~~	~~VIRGINIA BEACH~~	~~VA~~	~~23464~~	~~757-366-8709~~
JEAN	QUEEN		77 W LEE HWY	WARRENTON	VA	20186	540-347-7517
TRAN	FORBES	FORBES PROF SVCS INC	100 WINTER ST, STE 108	WEST POINT	VA	23181	804-843-2117
TRAN	FORBES	FORBES PROF. SVCS., INC.	800 E ROCHAMBEAU DR, STE J	WILLIAMSBURG	VA	23188	757-220-2395
GARY	HAMILTON		WOODSTOCK SHOPPING CTR, 484 N MAIN ST	WOODSTOCK	VA	22664	540-459-4661
TIMOTHY	TARGETT	TARGETT LEDGERS, INC.	41 SQUARE	BELLOWS FALLS	VT	5101	802-463-4633
TIMOTHY	TARGETT	TARGETT LEDGERS, INC.	222 NORTH ST	BENNINGTON	VT	5201	802-442-3100
PENNY	FARRELL		TWIN CITY PLAZA SHOPPING CTR, 1284 US RT 302	BERLIN	VT	5641	802-479-9100
DAVID	READ		ONE FRANKLIN ST	BRANDON	VT	5733	802-247-3740
TIMOTHY	TARGETT	TARGETT LEDGERS, INC.	747 PUTNEY RD	BRATTLEBORO	VT	5301	802-257-7809
BRIAN	REAK		ESSEX TOWN CENTER, 4 CARMICHAEL ST STE 110	ESSEX JUNCTION	VT	5452	802-288-8079
MAURA	BRESLIN		VERGENNES SHAW'S PLAZA, 69 MONKTON RD	FERRISBURGH	VT	5456	802-877-1040
~~DAVID~~	~~READ~~	~~DAY~~ ~~SCARAFILE~~ ~~&~~ ~~READ~~ <u>REVALLA, INC.</u>	693 DEPOT ST	MANCHESTER CENTER	VT	5255	802-362-3313
MAURA	BRESLIN	MDY TAXES INC	111 COURT ST	MIDDLEBURY	VT	5753	802-388-3190
FRANCIS	LAMOUREUX	NORTH STAR FIN SVC INC	1294 E MAIN ST	NEWPORT	VT	5855	802-334-5900
~~DAVID~~	~~READ~~	~~DAY~~ ~~SCARAFILE~~ ~~&~~ ~~READ~~ <u>REVALLA, INC.</u>	98 ALLEN ST	RUTLAND	VT	5701	802-775-5055
BRIAN	REAK		ST ALBANS COMMONS, 178 SWANTON RD	SAINT ALBANS	VT	5478	802-524-3140
TIMOTHY	TARGETT	TARGETT LEDGERS, INC.	364 RAILROAD ST, LOWER LEVEL STE 23	SAINT JOHNSBURY	VT	5819	802-748-5319
BRIAN	REAK	BREAK TAX RESOLUTION INC	THE GATEWAY SHOP CTR, 570 SHELBURNE RD	SOUTH BURLINGTON	VT	5403	802-658-1040
TIMOTHY	TARGETT	TARGETT LEDGERS, INC.	31 MAIN ST	SPRINGFIELD	VT	5156	802-885-1040
PENNY	FARRELL		55 S MAIN ST	WATERBURY	VT	5676	802-244-6369
RUSSELL	NORTH	NORTH BUSINESS SERVICES	61 DEPOT ST, UNIT 6	WILDER	VT	5088	802-295-9093
BRIAN	REAK		166 SYCAMORE ST, STS 120-130	WILLISTON	VT	5495	802-288-9047
~~GARY~~	~~DAVIS~~	~~TLS ENTERPRISES~~	~~1706 COMMERCIAL AVE~~	~~ANACORTES~~	~~WA~~	~~98221~~	~~360-293-4776~~
CHARLES	MC SWAIN	MCSWAIN LLC	2 AUBURN WAY N, STE 101	AUBURN	WA	98002	253-939-1830
CHARLES	MC SWAIN		4220 A ST SE	AUBURN	WA	98002	253-333-8059
~~CHARLES~~	~~MC SWAIN~~		~~39015 172ND AVE SE, MUCKLESHOOT PHILLIP STARR BLDG~~	~~AUBURN~~	~~WA~~	~~98092~~	~~253-876-3063~~
CHARLES	MC SWAIN		920 15TH SW, STE 102	AUBURN	WA	98001	253-804-6919
SEONG	KIM	SHK GROUP P LLC	2340 130TH AVE NE, STE D 202	BELLEVUE	WA	98005	425-869-3670
SEONG	KIM		1299 156TH AVE NE	BELLEVUE	WA	98007	425-747-0932
CHARLES	MC SWAIN		19952 S PRAIRIE RD E	BONNEY LAKE	WA	98391	253-891-2948
JONI	VAGUE BRUHN		135 JEFFERSON	BUCKLEY	WA	98321	360-829-3700
MARK	BERGIN	MBG TAX PLUS SERVICE INC	160 SW 152ND ST	BURIEN	WA	98166	206-246-4592
JANE	MASON		1238 S BURLINGTON BLVD	BURLINGTON	WA	98233	360-757-0978
CHARLES	MC SWAIN		218 N PEARL ST	CENTRALIA	WA	98531	000-000-0000
JOHN	BLANKENSHIP		~~435 ELM~~ <u>380 BRIDGE</u> ST	CLARKSTON	WA	99403	~~509-751-295-88~~ ~~72~~ ~~9750~~

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
~~LYNDA~~ DEBO ~~RAH~~	~~WRIGLEY~~ HALL	~~KNL ENTERPRISES~~ H&S LEGACY, LLC	526 S MAIN ST	COLVILLE	WA	99114	509-684-3136
PATRICIA	STARKEY	SUNSTAR ENTERPRISE LLC	11 E H ST	DEER PARK	WA	99006	509-276-3848
ANTHONY	DAVENPORT		1575 WILMINGTON DR, STE 140	DUPONT	WA	98327	253-912-4506
JONI	VAGUE BRUHN	BRUHN, LLC	722 GRIFFIN AVE	ENUMCLAW	WA	98022	360-825-5162
ROBERT	BRANTING	SECURTIY TAX SERVICES LLC	2910 COLBY AVE, STE 200	EVERETT	WA	98201	425-339-2400
~~VERGIL~~	~~KNEDLIK~~	~~KNEDLIK FAMILY LLC~~	~~DASH POINT VILLAGE CENTER, 1612 SW DASH POINT RD~~	~~FEDERAL WAY~~	~~WA~~	~~98023~~	~~253-568-7600~~
~~AMEDEE~~ CHA ~~RIES~~	~~SANCHEZ~~ MC ~~SWAIN~~	~~SANCHEZ BLACKNER & CO~~	33305 1ST WAY S, STE 107	FEDERAL WAY	WA	98003	253-874-0320
ANTHONY	DAVENPORT		FORT LEWIS MINI MALL	FORT LEWIS	WA	98433	253-964-2161
~~GARY~~	~~DAVIS~~		~~18205 HWY 525~~	~~FREELAND~~	~~WA~~	~~98249~~	~~360-331-3292~~
CHARLES	MC SWAIN		22205 MERIDIAN AVE E	GRAHAM	WA	98338	253-846-6719
CHARLES	MC SWAIN		5710 RUDELLE RD SE, STE 1	LACEY	WA	98503	360-455-8229
CHARLES	MC SWAIN		649 WOODLAND SQUARE LOOP SE, STE 101	LACEY	WA	98503	360-438-0889
CHARLES	MC SWAIN	MCSWAIN & CO PS	612 WOODLAND SQUARE LOOP SE, STE 300	LACEY	WA	98503	360-357-9304
ANTHONY	DAVENPORT		MC CHORD OFF BASE, 12606 BRIDGEPORT WAY SW	LAKEWOOD	WA	98499	253-581-1536
ANTHONY	DAVENPORT		9842 GRAVELLY LAKE DR SW	LAKEWOOD	WA	98499	253-584-6434
ANTHONY	DAVENPORT		5700 100TH ST SW, STE 405	LAKEWOOD	WA	98499	253-581-1268
ANTHONY	DAVENPORT		8623 87TH AVE SW, STE C	LAKEWOOD	WA	98498	253-581-2270
ANTHONY	DAVENPORT		7801 BRIDGEPORT WAY W, STE 100	LAKEWOOD	WA	98499	253-474-0423
ANTHONY	DAVENPORT	DONALD EDWARD, INC.	9132A VETERANS DR SW	LAKEWOOD	WA	98498	253-507-5627
ANTHONY	DAVENPORT		11738 PACIFIC HWY SW	LAKEWOOD	WA	98499	253-588-1945
MICHAEL	MCKINNON		20015 HWY 99, STE F	LYNNWOOD	WA	98036	425-774-6633
ANTHONY	DAVENPORT		MCCHORD AIR FORCE BASE, 6330 111TH ST SW	MCCHORD AFB	WA	98438	253-581-0835
ANTHONY	DAVENPORT		FORT LEWIS-MCCHORD AFB, 41ST DIVISION DR AND A ST	MCCHORD AFB	WA	98438	253-964-2488
JANE	MASON	J&K MASON ENTERPRISES LLC	SKAGIT VALLEY SQUARE, 96 E COLLEGE WAY	MOUNT VERNON	WA	98273	360-848-9415
~~GARY~~	~~DAVIS~~	~~FLS ENTERPRISES~~	~~1331 SW BARLOW~~	~~OAK HARBOR~~	~~WA~~	~~98277~~	~~360-675-9588~~
CHARLES	MC SWAIN	MCSWAIN LLC	1001 COOPER POINT RD SW, STE 180	OLYMPIA	WA	98502	360-786-1635
CHARLES	MC SWAIN		8221-C MARTIN WAY NE	OLYMPIA	WA	98516	360-923-9616
CHARLES	MC SWAIN		211 WASHINGTON AVE N, STE 102	ORTING	WA	98360	360-893-8967
STUART	SMITH	GARNERO,SMITH,HURD& MILLER	432 E 8TH ST	PORT ANGELES	WA	98362	360-457-0436
ANTHONY	DAVENPORT		11012 CANYON RD E, STE 46	PUYALLUP	WA	98373	253-539-3970
ANTHONY	DAVENPORT		5604 176TH ST E	PUYALLUP	WA	98375	253-875-6132
CHARLES	MC SWAIN		4301 S MERIDIAN ST, STE G	PUYALLUP	WA	98373	253-848-9133
CHARLES	MC SWAIN		311 RIVER RD, STE 102	PUYALLUP	WA	98371	253-848-0666
CHARLES	MC SWAIN	MCSWAIN LLC	10228-156TH ST E, STE 108	PUYALLUP	WA	98374	253-770-5290
CHARLES	MC SWAIN		317 4TH ST NW	PUYALLUP	WA	98371	000-000-0000
~~LYNDA~~ DEBO ~~RAH~~	~~WRIGLEY~~ HALL		852 S CLARK	REPUBLIC	WA	99166	509-775-8848
MARK	BERGIN		16256 MILITARY RD S, STE 108	SEATAC	WA	98188	206-431-5137
MARK	BERGIN		12003 DES MOINES MEMORIAL DR S	SEATTLE	WA	98168	206-267-1975
~~PETER~~	~~CARLSON~~	~~WEST COAST TAX & ACCT CPA~~	~~12727 RENTON AVE S~~	~~SEATTLE~~	~~WA~~	~~98178~~	~~206-725-1822~~
JANE	MASON		116 WOODWORTH ST	SEDRO WOOLLEY	WA	98284	360-855-1172
ANTHONY	DAVENPORT		20220 MOUNTAIN HWY E, STE 400	SPANAWAY	WA	98387	253-846-6576
CHARLES	MC SWAIN		15005 MAIN ST, STE 102	SUMNER	WA	98390	253-891-4221
ANTHONY	DAVENPORT	DONALD EDWARD, INC.	15633 PACIFIC AVE S	TACOMA	WA	98444	253-537-2880

EXHIBIT E
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ANTHONY	DAVENPORT		4101 S M ST	TACOMA	WA	98418	253-472-0080
VIRGIL	KNEDLIK	VIRGIL E KNEDLIK INC	TUKWILA PARK, 652 STRANDER BLVD	TUKWILA	WA	98188	425-271-4411
CHARLES	MC SWAIN		5729 LITTLEROCK RD SW	TUMWATER	WA	98512	360-754-9798
ROBERT	KITCHEN	P & K TAXES, INC.	106 3RD ST SE	YELM	WA	98597	360-458-3499
WENDY	KIPFER	WK KIPFER LLC	204 S MAIN ST	ADAMS	WI	53910	608-339-3384
JOHN	SCHNEIDER	SCHNEIDER FIN. STRATS INC	~~326 STEELE~~ 514 5TH ST	ALGOMA	WI	54201	920-487-3191
MINA	POESCHEL	M J POESCHEL INC.	128 E BIRCH	AMERY	WI	54001	715-268-8411
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	425 STATE RD 64	ANTIGO	WI	54409	715-627-7319
THOMAS	CASEY		616 MAIN ST W	ASHLAND	WI	54806	715-685-0885
RONALD	SHIMON		1020 10TH AVE STE 102	BALDWIN	WI	54002	715-684-2526
STEVE	SUBKA		150 THIRD ST	BARABOO	WI	53913	608-356-1125
KENNETH	DOBBS	KLA TAX GROUP INC	713A PARK AVE	BEAVER DAM	WI	53916	920-887-1055
DEBORA	SPICK		740 GREENTREE MALL	BERLIN	WI	54923	920-361-4733
SHELBY	GERZSIK		39 MAIN ST	BLACK RIVER FALLS	WI	54615	715-284-4795
JOHN	SCHNEIDER	SCHNEIDER FIN. STRATS INC	430 W RYAN	BRILLION	WI	54110	920-756-3311
JAMES	STOWELL	B&J STOWELL, INC.	224 E STATE ST	BURLINGTON	WI	53105	262-763-7665
SUE	RETTLER		202 N HELENA ST	CAMPBELLSPORT	WI	53010	920-533-4431
MATTHEW	BROWN		130 N LUDINGTON	COLUMBUS	WI	53925	920-623-5531
ROBERT	FOLEY		300 N LAKE AVE	CRANDON	WI	54520	715-478-3400
TODD	HAGLUND		307 MAIN ST	DARLINGTON	WI	53530	608-776-4773
JAMES	STOWELL	B&J STOWELL, INC.	1807 E GENEVA ST, UNIT E	DELAVAN	WI	53115	262-740-2545
TODD	HAGLUND		109 HWY YZ	DODGEVILLE	WI	53533	608-935-5797
ROSELLA	SIEG		403 3RD AVE W	DURAND	WI	54736	715-672-4128
MELISSA	HARMA	HARMEL SERVICES INC.	701 N RAILROAD ST, UNIT 5	EAGLE RIVER	WI	54521	715-337-2300
JAMES	STOWELL	B&J STOWELL, INC.	21 E WALWORTH ST	ELKHORN	WI	53121	262-723-3259
~~SCOTT~~	~~SPANGLER~~	~~SPANGLER PROF SRVS LLC~~	~~471 E MAIN ST~~	~~EVANSVILLE~~	~~WI~~	~~53536~~	~~608-882-4545~~
EILEEN	KOPACZEWSKI	DOUBLE E, INC.	207 WASHINGTON	FORT ATKINSON	WI	53538	920-563-4772
JAYE	TRITZ		112 ELIZABETH LN	GENOA CITY	WI	53128	262-279-0509
JOSEPH	JESTER		5916 N GREEN BAY AVE	GLENDALE	WI	53209	816-854-3000
LORRAINE	PERLOCK	LRD & ASSOCIATES LLC	437 STATE RD 70	GRANTSBURG	WI	54840	715-463-2066
JOSEPH	JESTER		11951 W JANESVILLE RD, STE B	HALES CORNERS	WI	53130	414-529-3703
MATTHEW	KUEHN	KUEHN JACKSON LLC	1595 E SUMNER ST	HARTFORD	WI	53027	262-673-4803
~~ALLEN~~ ~~ROBE~~ ~~RT~~	SUSEDIK	~~ALLEN—FR&C~~ SUSEDIK ~~CPA-~~ ~~se~~ TAX & ACCOUNT	15969 RAILROAD ST	HAYWARD	WI	54843	715-634-3430
JEANNIE	WALTER		841 WATER AVE	HILLSBORO	WI	54634	608-489-3870
~~MIKE~~	~~MILLER~~	~~ANJ FINANCIAL SERV., INC.~~	~~PLAZA 94, 1801 WARD AVE STE 216~~	~~HUDSON~~	~~WI~~	~~54016~~	~~715-386-7840~~
MATTHEW	KUEHN	KUEHN JACKSON LLC	N168W22718 PRAIRIE VIEW LN	JACKSON	WI	53037	262-677-2103
DEBORAH	KRAGENBRINK	MORE THAN NUMBERS LLC	120 S MAIN ST STE 101	JEFFERSON	WI	53549	920-674-2023
JEANNIE	WALTER	JW TAX ASSOCIATES INC	514 BROAD ST	LAKE GENEVA	WI	53147	262-248-8778
DEBORAH	KRAGENBRINK		202 S MAIN ST	LAKE MILLS	WI	53551	920-648-2020
ROBERT	CALEY	RC CALEY LLC	144 N MADISON, STE A	LANCASTER	WI	53813	608-723-6429
JEANNIE	WALTER		311 FLINT ST	LYNDON STATION	WI	53944	608-666-2528
KEVIN	BREMMER	BREMMER INC.	1625 N CENTRAL AVE	MARSHFIELD	WI	54449	715-384-8804
KEVIN	BREMMER		112 W 5TH ST	MARSHFIELD	WI	54449	715-387-1782
MICHELLE	MOORE	MS JAT INC	651 N UNION ST STE 4	MAUSTON	WI	53948	608-847-4041
KENNETH	DOBBS		132 N MAIN ST	MAYVILLE	WI	53050	920-387-5416
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	233 S 8TH ST STE A	MEDFORD	WI	54451	715-748-3686

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JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	2411 E MAIN ST	MERRILL	WI	54452	715-536-2188
JOSEPH	JESTER		~~7571~~ <u>7573</u> N TEUTONIA AVE	MILWAUKEE	WI	53209	414-352-2100
~~KIM~~ <u>MARK</u>	~~DORION~~ <u>MILLARD</u>	~~DORION SERVICES, INC.~~	9832 PLAZA DR, STE A	MINOCQUA	WI	54548	715-356-6766
ROSELLA	SIEG	C&R ASSOCIATES, INC.	224 W MAIN ST	MONDOVI	WI	54755	715-926-4276
LONN	SPANGLER	SPANGLER TAX SERVICE LLC	1821 6TH ST	MONROE	WI	53566	608-325-3290
TODD	HAGLUND	HAGLUND BUSINESS SERVICES	1406 SPRINGDALE ST, STE 200	MOUNT HOREB	WI	53572	608-437-5627
SHELBY	GERZSIK		400 HEWETT ST, STE 103	NEILLSVILLE	WI	54456	715-743-6205
KEVIN	BREMMER	BREMMER INC.	312 MARKET ST	NEKOOSA	WI	54457	715-886-4400
~~MIKE~~	~~MILLER~~	~~ANJ FINANCIAL SERV., INC.~~	~~1656 DORSET LN, STE 500~~	~~NEW RICHMOND~~	~~WI~~	~~54017~~	~~715-246-6844~~
~~STEVE~~	~~GOLBERG~~	~~SDG FINANCIAL LTD~~	~~1122B MAIN ST~~	~~OCONTO~~	~~WI~~	~~54153~~	~~920-835-5522~~
DENNIS	MOE	DLC PRODUCTS LLC	50618 HARMONY ST P O BOX 610	OSSEO	WI	54758	715-597-6012
DAWN	GRODE	GRODE FINANCIAL SVC LLC	25140 75TH ST	PADDOCK LAKE	WI	53168	262-843-3557
GLEN	BALSAVICH		364 DIVISION ST	PARK FALLS	WI	54552	715-762-3636
GLEN	BALSAVICH		211 N LAKE ST	PHILLIPS	WI	54555	715-339-4183
JOHN	ADAMS	SMADAS L.L.P.	6058 S CHESTNUT, STE A	PLATTEVILLE	WI	53818	608-348-7766
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	126 CROSSROADS DR	PLOVER	WI	54467	715-346-1040
REBECCA	PIONKE		1731 NEW PINERY RD	PORTAGE	WI	53901	608-742-6021
CRYSTAL	MOORE		BLACKHAWK JUNCTION, 700 E BLACKHAWK AVE	PRAIRIE DU CHIEN	WI	53821	608-326-2114
PATRICIA	WARD		2275 E MAIN ST	REEDSBURG	WI	53959	608-524-2319
JEANNIE	WALTER	FAMILY TRADITIONS TAX INC	211 2ND ST	REEDSBURG	WI	53959	608-524-6076
KIM	DORION	DORION SERVICES, INC.	1218 LINCOLN ST, STE D	RHINELANDER	WI	54501	715-362-7070
CAROL	WANLESS	WANLESS TAX LLC	197 E COURT	RICHLAND CENTER	WI	53581	608-647-8850
DEBORA	SPICK		1094 W FOND DU LAC ST	RIPON	WI	54971	920-748-7244
~~MIKE~~	~~MILLER~~	~~ANJ FINANCIAL SERV., INC.~~	~~1686 COMMERCE CT~~	~~RIVER FALLS~~	~~WI~~	~~54022~~	~~715-425-7276~~
LORRAINE	PERLOCK		TRAP ROCK RIDGE PLAZA STE 9, 2071 GLACIER DR	SAINT CROIX FALLS	WI	54024	715-483-9711
CHRIS	SCHOEPP	CMS BUSINESS SERVICES INC	205 PHILLIPS BLVD	SAUK CITY	WI	53583	608-643-3273
JAMIE	KOEPEL		2106 SCHOFIELD AVE	SCHOFIELD	WI	54476	715-359-8560
JOHN	SCHNEIDER	SCHNEIDER FIN. STRATS INC	344 E HWY 54, STE 2	SEYMOUR	WI	54165	920-833-6369
EMMA	EBEL		135 S MAIN ST	SHAWANO	WI	54166	715-526-5922
MINA	POESCHEL		109 PARENT ST	SOMERSET	WI	54025	715-247-3960
MINA	POESCHEL	M J POESCHEL INC.	420 SERVICE RD	SPOONER	WI	54801	715-635-8793
JAMIE	KOEPEL		3296B CHURCH ST	STEVENS POINT	WI	54481	715-344-5626
SCOTT	SPANGLER	SPANGLER PROF SRVS LLC	809 W MAIN ST, STE 2	STOUGHTON	WI	53589	608-873-5300
JOHN	SCHNEIDER	SCHNEIDER FIN. STRATS INC	101 N 4TH ST, STE 101	STURGEON BAY	WI	54235	920-743-7629
~~D~~ <u>DEBORAH</u>	~~KRAGENBRINK~~		~~N64W24801 MAIN ST, STE 101~~	~~SUSSEX~~	~~WI~~	~~53089~~	~~262-246-8500~~
SHELBY	GERZSIK		1115 N SUPERIOR AVE, STE G	TOMAH	WI	54660	608-372-2661
KIM	DORION	DORION SERVICES, INC.	14 W WISCONSIN AVE	TOMAHAWK	WI	54487	715-453-5577
RONALD	SHIMON		223-C US HWY 8 AND 63 BOX 388	TURTLE LAKE	WI	54889	715-986-2400
JAYE	TRITZ	TRITZ FINANCIAL SRVS INC	124 E MAIN ST	TWIN LAKES	WI	53181	262-877-2505
JAMES	STOWELL	B&J STOWELL, INC.	1000 MAIN ST, STE F	UNION GROVE	WI	53182	262-878-1441
CRYSTAL	MOORE		117 FS DR	VIROQUA	WI	54665	608-637-7388
JAMES	STOWELL		811 FOX LN	WATERFORD	WI	53185	262-534-2200
DEBORAH	KRAGENBRINK		108 E MADISON	WATERLOO	WI	53594	920-478-4900
JEANNIE	WALTER	JW TAX ASSOCIATES INC	405 407 E MAIN ST	WATERTOWN	WI	53094	920-261-5366
~~JOSEPH~~	JESTER	KMJ TAX & ~~ACCCOUNTING~~ <u>ACCOUNTING</u> INC	1300 S GRAND AVE	WAUKESHA	WI	53186	262-547-1121
VIRGINIA	MARKING	VIM LLC	204 W MAIN ST, STE A	WAUNAKEE	WI	53597	608-849-4955

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JAY	EDWARDS		1020 W FULTON ST, STE E	WAUPACA	WI	54981	715-258-8449
KENNETH	DOBBS	KLA TAX GROUP INC	~~310~~ <u>324</u> E MAIN ST, ~~BOX 309~~	WAUPUN	WI	53963	920-324-4311
JAMIE	KOEPEL		4509 RIB MOUNTAIN DR	WAUSAU	WI	54401	715-298-9261
JAMIE	KOEPEL	JME EDEN ENTERPRISES LLC	356 S 18TH AVE, STE D	WAUSAU	WI	54401	715-842-5308
DEBORA	SPICK		709 W MAIN ST	WAUTOMA	WI	54982	920-787-3004
LONN	SPANGLER	SPANGLER WBJ LLC	2362 W WASHINGTON ST	WEST BEND	WI	53095	262-338-0075
EILEEN	KOPACZEWSKI	DOUBLE E, INC.	179 W MAIN ST	WHITEWATER	WI	53190	262-473-2266
MARY	GRIESHOP	SJDM INC	902 BROADWAY	WISCONSIN DELLS	WI	53965	608-254-7337
KEVIN	BREMMER	BREMMER INC.	2525 8TH ST S	WISCONSIN RAPIDS	WI	54494	715-424-2990
MICHAEL	HENDERSON		GABRIELS PLAZA, 122 THOMPSON DR STE 7	BRIDGEPORT	WV	26330	304-842-5336
JUSTIN	LAYFIELD	TRI-CITY SERVICES INC	64 E MAIN ST	BUCKHANNON	WV	26201	304-472-1663
BARBARA	RUSSELL		167 CRAWLEY CREEK RD	CHAPMANVILLE	WV	25508	304-855-2429
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	460 W PIKE ST	CLARKSBURG	WV	26301	304-622-1040
BARBARA	RUSSELL		1136 SMOOT AVE, STE A	DANVILLE	WV	25053	304-369-0471
DONNA	BROWNING	BROWNING TAXPREP SERV LLC	937 ROOSEVELT BLVD	ELEANOR	WV	25070	304-586-3264
JUSTIN	LAYFIELD	TRI-CITY SERVICES INC	8 SECOND ST	ELKINS	WV	26241	304-636-7795
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	1228 COUNTRY CLUB RD, STE 100	FAIRMONT	WV	26554	304-366-7290
ELIZABETH	NELSON		15 N MAIN ST	FRANKLIN	WV	26807	304-358-2501
MICHAEL	RING		226 W MAIN ST	GLENVILLE	WV	26351	304-462-5688
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	12 BLUE AVE	GRAFTON	WV	26354	304-265-2662
~~LISA~~ <u>RONALD</u>	~~NELSON~~ <u>MORTON</u>		344-12 WALNUT ST	HAMLIN	WV	25523	304-824-5743
MICHAEL	RING		119 S PENN AVE	HARRISVILLE	WV	26362	304-643-4444
MICHAEL	CARPENTER	MICHAEL A CARPENTER LLC	168 MIDLAND TRAIL, STE 2	HURRICANE	WV	25526	304-562-5122
DEBRA	METHAX	RAKES INC	1104 OAK ST, CARE OF DEBRA METHAX	KENOVA	WV	25530	304-453-4619
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	66 N MAIN ST	KEYSER	WV	26726	304-788-2926
RAMONA	BAKER		105 PLEASANT AVE	KINGWOOD	WV	26537	304-329-2219
DALE	PERRY		RT 152 AND JCT STATE RT 75	LAVALETTE	WV	25535	304-529-0661
BARBARA	RUSSELL	RUSSELL BUSINESS SERVICES	139 STOLLINGS AVE	LOGAN	WV	25601	304-752-2828
BARBARA	RUSSELL		212 MAIN ST	MAN	WV	25635	304-583-9495
MICHAEL	HENDERSON		724 E MAIN ST	MANNINGTON	WV	26582	304-986-3129
MICHAEL	CARPENTER		3 PERRY MORRIS SQUARE	MILTON	WV	25541	304-743-3645
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	112 N MAIN ST	MOOREFIELD	WV	26836	304-538-3243
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	55 DON KNOTTS BLVD	MORGANTOWN	WV	26507	304-292-7803
~~MICHAEL~~	~~HENDERSON~~		~~1001 NORTHPOINTE PLZ~~	~~MORGANTOWN~~	~~WV~~	~~26505~~	~~304-241-5057~~
RONALD	MORTON		142 N BRIDGE ST	NEW MARTINSVILLE	WV	26155	304-455-5453
RONALD	MORTON		822 3RD ST	NEW MARTINSVILLE	WV	26155	304-455-1742
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	42 S MAIN ST	PHILIPPI	WV	26416	304-457-4098
MICHAEL	HENDERSON		527 MAIN ST	PINEVILLE	WV	24874	304-732-6414
DELBRA	SAUNDERS		417 MAIN ST	POINT PLEASANT	WV	25550	304-675-1632
RONALD	MORTON		905 WASHINGTON, STE B	RAVENSWOOD	WV	26164	304-273-9800
RONALD	MORTON		220 W MAIN ST	RIPLEY	WV	25271	304-372-9115
MICHAEL	HENDERSON		285 RT 50	ROMNEY	WV	26757	304-822-8331
RONALD	MORTON		204 CLAY ST	SAINT MARYS	WV	26170	304-684-9229
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	92 MICHIGAN AVE	SMITHERS	WV	25186	304-442-2267
RONALD	WHOLERY		413 MAIN ST	SPENCER	WV	25276	304-927-4481
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	1214 WAL ST	SUMMERSVILLE	WV	26651	304-872-4853
DALE	PERRY		RT 152 AND JCT WILSON CREEK RD	WAYNE	WV	25570	304-272-6344

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
MICHAEL	HENDERSON	HENDERSON TAX SERVICE LLC	600 VIRGINIA AVE	WELCH	WV	24801	304-223-3868
SIMEON	LAYFIELD	TRI-CITY SERVICES INC	146 JOHN ST	WESTON	WV	26452	304-269-1840
MICHAEL	HENDERSON		7100 WILLIE G AVE, STE 103	WESTOVER	WV	26501	304-292-2334
MICHAEL	HENDERSON		2696 WHITE HALL BLVD	WHITE HALL	WV	26554	304-363-8637
~~SIDNEY~~	~~SING~~		~~350 S WASHINGTON ST STE 11, PO BOX 1623~~	~~AFTON~~	~~WY~~	~~83110~~	~~307-886-5430~~
PATTY JO	CARVER		963 FORT ST	BUFFALO	WY	82834	307-684-5125
~~BETTY ROBE~~ ~~RT~~	~~TROUT REDWINE~~	~~COMP. _____ WY TAX SERV.~~ ~~WY ENTERPRISES, INC.~~	2635 E 2ND	CASPER	WY	82609	307-237-3304
~~BETTY ROBE~~ ~~RT~~	~~TROUT REDWINE~~		4070 S POPLAR ST	CASPER	WY	82601	307-235-7016
TIMOTHY	ANDERSON	T & P, INC.	DELL RANGE MARKETPLACE, 3806 DELL RANGE BLVD STE 10	CHEYENNE	WY	82009	307-638-9388
TIMOTHY	ANDERSON		506 W 17TH ST	CHEYENNE	WY	82001	307-638-9392
~~ANN~~	~~RUWARD~~		~~1825 STAMPEDE AVE~~	~~CODY~~	~~WY~~	~~82414~~	~~307-587-5457~~
GORDON	FETTERMAN	GORDON FETTERMAN LLC	138 N 3RD ST	DOUGLAS	WY	82633	307-358-2048
~~JESSE~~	~~OVERY~~		~~124 YELLOW CREEK RD~~	~~EVANSTON~~	~~WY~~	~~82930~~	~~307-789-3909~~
PATTY JO	CARVER		200 W LAKEWAY	GILLETTE	WY	82718	307-682-2206
~~ANN~~	~~RUWARD~~		~~604 GREYBULL AVE~~	~~GREYBULL~~	~~WY~~	~~82426~~	~~307-765-9457~~
~~SIDNEY~~	~~SING~~	~~HS PARTNERS. LLC~~	~~988 S HWY 89, PO BOX 11299~~	~~JACKSON~~	~~WY~~	~~83001~~	~~307-734-1665~~
REBECCA	KENYON	KLMM INC	672 W MAIN ST	LANDER	WY	82520	307-332-6102
MARDEE	AANONSEN	POKE CNTY IN THE BLACK TA	2427 GRAND AVE, SPACE B	LARAMIE	WY	82070	307-745-5667
JANICE	FREEMAN		120 W MAIN	NEWCASTLE	WY	82701	307-746-9634
~~ANN~~	~~RUWARD~~	~~NORTHWEST WY TAX SERVICES~~	132 N BENT	POWELL	WY	82435	307-754-4739
MELODI	RAY	SONRAY ENTERPRISES, INC.	315 W CEDAR ST	RAWLINS	WY	82301	307-324-3045
REBECCA	KENYON	KLMM INC	219 E MAIN	RIVERTON	WY	82501	307-856-2256
BARBARA	HODGSON	BH BUSINESS SERVICES	1307 COFFEEN	SHERIDAN	WY	82801	307-672-9787
LINDA	KEENER	KEENER CHOICE, INC	2109 MAIN ST	TORRINGTON	WY	82240	307-532-5413
~~JESSE~~	~~OVERY~~		~~15 MEADOW ST~~	~~URIE~~	~~WY~~	~~82937~~	~~307-786-2829~~
JUAN J	PENA	XARIEL TAX SERVICE INC	3909 GEORGIA AVE NW	WASHINGTON	DC	20011	202-722-2690
SONYA	ESTEVEZ	ESTEVEZ & ASSOCIATES LLC	3600 14TH ST NW	WASHINGTON	DC	20010	202-629-2233
~~ARTHUR~~	~~MURPHY~~		~~AGAT POINT COMMERCIAL CTR, 894 A RT 2~~	~~AGAT~~	~~GU~~	~~96915~~	~~800-472-5625~~
ARTHUR	MURPHY		310 W RT 8, STE 108	BARRIGADA	GU	96913	800-472-5625
ARTHUR	MURPHY		655 HARMON LOOP RD, STE 104	DEDEDO	GU	96912	671-637-0376
JULIO	MADERA		AGUADILLA MALL, BIG KMART RD CARR 2KM 126.5	AGUADILLA	PR	605	787-882-0216
JULIO	MADERA	MADERA TAX PREP OF LLC	WEST PROFESSIONAL BLDG STE 8, CARRETERA 107 KM 2 8	AGUADILLA	PR	603	787-652-4409
SHEILA	BERIO TIRADO		501 W MAIN AVE, WALMART PLAZA DEL SOL	BAYAMON	PR	961	787-269-4919
EDDIE	RIOS		25 CARR 167 MARG BRAULIO DUENO	BAYAMON	PR	959	787-200-8644
LILLIAN	CAMARENO		AVE LAUREL Z32, URB LOMAS VERDES	BAYAMON	PR	956	787-740-4840
SHEILA	BERIO TIRADO		FORT BUCHANAN, BLDG 689	FORT BUCHANAN	PR	934	787-994-9384
EDDIE	RIOS	ATA ADVANCED TAXES & ACCT	URB EL JARDIN A-7, MARGINAL, EXPRESO MARTINEZ NADAL	GUAYNABO	PR	969	787-272-3368
EDDIE	RIOS		27 COLTON ST	GUAYNABO	PR	969	787-720-7896
JORGE	LAUREANO		CARR #3 KM 22.3 CALLE B AA-15, URB ALTURAS DE RIO GRANDE	RIO GRANDE	PR	745	787-809-1111
EDDIE	RIOS		PLAZA LAS AMERICAS MALL, 525 AVE FD ROOSEVELT	SAN JUAN	PR	918	787-272-3368
SHEILA	BERIO TIRADO		AVE BOULEVARD S-5, LEVITTOWN	TOA BAJA	PR	949	787-795-0840

EXHIBIT E
LIST OF CURRENT FRANCHISEES AS OF FYE 4-30-~~18~~¹⁹

First Name	Last Name	Partnership/Corporation	Address	City	ST	Zip	Phone
DIMITRI	NIBBS		58A CONTANT	SAINT THOMAS	VI	802	340-776-3200

EXHIBIT E
LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation Name	City	State	Zip	Phone
ROBERT	THIEMAN		FAYETTEVILLE	AR	72701	479-521-3990
CHAD	STAPLES	C&A LI, INC	FORT SMITH	AR	72916	479-646-5919
NADINE	GREATHOUSE	GREATHOUSE TAX GROUP L	AVONDALE	AZ	85323	602-818-5915
KATHY	SMITH	SANDY POINT FIN'L SER INC	KINGMAN	AZ	86401	928-753-2069
ANITA	HORN		29 PALMS	CA	92277	619-367-9967
STANLEY	CHA	SKC ACCOUNTING GROUP INC	BUENA PARK	CA	90620	714-224-8015
MOHAMED	JALLOH		CARSON	CA	90745	310-518-8652
MARCO	GONZALEZ		CHINO HILLS	CA	91708	714-961-1076
JOHN	JONES		CORONA	CA	92880	626-810-8293
ROBERT	SOWDER	RH SOWDER ENTERPRISES	EL SEGUNDO	CA	90245	310-322-465
WILLIAM	PALMER		ORANGE COUNTY	CA	92675	949-489-2285
ELIZABETH	FLEHR		RAMONA	CA	92065	619-789-3510
DARLENE	BENTLY	THE TAX LADY ENTERPRISES	REDLANDS	CA	92373	951-317-5301
ESOSA	OGUNBOR	AKAMAI HOLDING INC	SAN JACINTO	CA	92582	909-855-9184
LILLIAN	DENMON		BAKER	FL	32531	850-537-2297
CHERYL	PORTER	PORTER, SMITH & ASSOC INC	JUNEAU	AK	99801	907-523-1312
ARDELLA	EXUM	ARDELLA D EXUM INC	EUFAULA	AL	36027	334-695-740
REGGIE	ALILONU	ALILONU CPA LLC	PEORIA	AZ	85383	623-487-1318
SUZANNE	FORD	SUZANNE COLLINS FORD,	SURPRISE	AZ	85374	623-555-9222
MARJORIE	MC-PEAK	PEAK 2 PEAK ENTERPRISES	TUCSON	AZ	85750	402-389-412
THERESA	DINGMAN	DINGMAN BOOKKEEPING	BARSTOW	CA	92311	760-252-4427
JENNY	MORRIS	THE TAX SPECTRUM INC	CITRUS HEIGHTS	CA	95610	916-804-4469
KENNETH	GERSTENFELD	KENNETH GERSTENFELD CORP.	STUDIO CITY	CA	91604	310-652-1162
MARISELA	CASTANEDA		VISTA	CA	92084	760-630-473
MICHAEL	MARSHALL	CLARENDON STREET PARTNERS	WOODLAND HILLS	CA	91367	0-231-3719
GARY	TRUJILLO	POMTAX, INC.	FORT COLLINS	CO	80526	970-223-5628
JANETTA	HEFFLEY	BEAR BOTTOM LLC	FORT LUPTON	CO	80621	303-857-1889
MARK	EDWARDS	GREEN SQUARE, INC.	COLCHESTER	CT	6415	860-778-6964
JUAN	FRIAS	MULTI LATIN SERVICES L	NEW BRITAIN	CT	6052	860-518-7422
JOHN	HAYS	MASTER TAX&BUS SERVS L	DAGSBORO	DE	19939	410-726-6559
LINDA	NIEHORSTER	SAD ENTERPRISES	HARRINGTON	DE	19952	302-398-241
JOHN	EDGECOMBE	J EDGECOMBE OF AVONDAL	JACKSONVILLE	FL	32217	904-731-4394
ROBERT	KIESLING	TAX ADVISORS OF PALM BEAC	LAKE WORTH	FL	33467	561-738-9331
MARK	MITCHELL	SOWEGA SERV. GROUP INC.	LYNN HAVEN	FL	32444	850-248-9773
ELEANOR	LAW	E-LAW I, INC.	MELROSE	FL	32666	352-475-2638
DUPUIS	WILLIAM	WILL MULTI SERVICES LL	OAKLAND	FL	33311	
ANGELA D	SCOTT	AD SCOTT TAX CON SERV INC	ORLANDO	FL	32808	407-431-7172
PENNY	SMITH	PHOENIX TAX&FIN'L SVC INC	RUSKIN	FL	33573	813-746-1825
CAROL	CHOLETTE		THE VILLAGES	FL	32162	910-612-4047
STEPHEN	BEAUDRY	STEPHEN M BEAUDRY PC	ATLANTA	GA	30324	404-514-1040
JACK	STEINBERG	RAFTER JX INC	AUGUSTA	GA	30909	706-733-1630
SUSAN	SIMLER	TAXES ON THE SQUARE, INC	BOWMAN	GA	30624	706-245-1085
WILLIAM	THOMAS		DOUGLASVILLE	GA	30134	770-745-9893
JASON	SCARBOROUGH	SCARBOROUGH TAX SVC LL	DUBLIN	GA	31027	478-279-3522
BARBARA	WALTERS	BARBARA WALTERS INC	MARTIN	GA	30557	770-725-2007
TEODORA	VILLAFUERTE	FMS HAWAII INC	HONOLULU	HI	96819	808-672-61
ALAN	DANIEL	ALYKAT, INC.	KALAHEO	HI	96741	808-482-1505
DEBORAH	MILLER		NEW LONDON	IA	52645	319-367-2605
KEITH	CARLSON		STRATFORD	IA	50249	515-838-2779
MOHAMMAD	IOBAL	PREMIER TAX GROUP INC	ELMHURST	IL	60126	603-770-1369
BRENDA	BRAUN		MOMENCE	IL	60954	815-472-71
ROSEMARY	DA COSSE		MURPHYSBORO	IL	62966	618-687-2755
ANTONIO	ZABANEH	ZABANEH FRANCHISES LLC	QUINCY	IL	62301	217-257-2257
LIBBY	LEMASTER		WELLINGTON	KS	67152	620-326-2483
KATHY	RAY		WINFIELD	KS	67156	316-583-5142
RITA	KURTZ	GOOD LIFE, INC.	BRONSTON	KY	42518	606-561-3776
GEORGINA	STAMPER	GOOD LIFE, INC.	BRONSTON	KY	42518	606-561-161
MICHAEL	CANET	PROSTATIS TAX LLC	ELLCOTT CITY	MD	21042	410-531-499
ROY	HODGE	SWARTZ CREEK TAX SERV	DURAND	MI	48429	517-930-5788
EDWARD	BODE		NEW ULM	MN	56073	507-354-8357
BARBARA	GREGORY		ARMSTRONG	MO	65230	660-273-2417
JEANETTE	GOLDSTEIN		PINEVILLE	MO	64856	417-223-2256

EXHIBIT E
LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation Name	City	State	Zip	Phone
WENDI	JOHNSON	ARTAX OF MS. LLC	WIGGINS	MS	39577	601-585-18
DAVID	CARMICHAEL		TRYON	NC	28782	704-859-3159
CHRISTI	SKIPPER	KB TRIN LLC	WHITEVILLE	NC	28472	910-640-2037
BRANDY	MOYA	GBM, LLC	BOSQUE FARMS	NM	87068	505-869-1965
DAVID	WOLF	COMPASS FINANCIAL, INC.	AIRMONT	NY	10901	845-357-9119
MICHELANGE	LUBIN	THE LUBIN CORPORATION	ELMONT	NY	11003	576-825-8891
KATHLEEN	BULLIS		UNADILLA	NY	13849	607-988-9265
THOMAS	CARGLE	POLK BUSINESS SERV. INC.	KINGSTON	GA	30145	706-331-6123
ANITA	THIEL	CP INC	CEDAR FALLS	IA	50613	319-269-8607
PAUL	LUTGEN	SHAE CORP	COMPTON HILLS	IL	60175	630-254-2810
EDWARD	LO BUE		ROUND LAKE	IL	60073	847-740-820
MAUREEN	LO BUE		ROUND LAKE	IL	60073	847-740-820
BEVERLY	WAGNER-MARTIN	CORESSEL BASH, INC.	ANGOLA	IN	46703	260-668-296
DORIS	VANVEKOVEN	DORVAN, INC.	CAYUGA	IN	47928	317-492-4009
CAROL	HACKMAN	CJH TAX SERVICES, INC.	DECATUR	IN	46733	260-223-1106
BRUCE	PITT	B.W.P. FINANCIAL SERV.	FREMONT	IN	46737	260-495-4609
KIMBERLY	MILLER	K., LLC	SYRACUSE	IN	46567	574-529-228
JANE	MUNDY	MUNDY TAX SERVICES LLC	WASHINGTON	IN	47501	812-254-4883
WILLIAM	KORTMAN		CONCORDIA	KS	66901	785-243-8949
LINDA	LUDELM		KINCAID	KS	66039	316-439-5413
TYLER	WHITMORE	LWK ASSOCIATES LLC	LAWRENCE	KS	66047	816-308-9744
RICHARD	APPELHANS	R&B APPELHANS TAX SVC	WICHITA	KS	67209	636-734-5821
CAROLE	MANROSE	P&C MANROSE ENTERP INC	CORBIN	KY	40701	
ROENNA	SPAINHOWER		RACELAND	KY	41169	606-833-8590
TAMMY	STAIGER	CANAL TAX SERVICE, LLP	BUZZARDS BAY	MA	2532	508-759-4546
JANICE	ELDRIDGE		NANTUCKET	MA	2554	508-228-2693
STEPHEN	PIOTTE	PIOTTE ENTERPRISES INC	STOW	MA	1775	978-897-1950
PAULA	GREEN	PAULA K GREEN & ASSOC INC	MARION STATION	MD	21838	443-614-6889
DENNIS	JULIAN	DENNIS E. JULIAN & ASSOC.	OCEAN CITY	MD	21842	410-430-9844
CYNTHIA	BARNHART		PRESTON	MD	21655	410-673-7428
DOUGLAS	ROSE	R&R TAX INC.	RANGELEY	ME	4970	207-864-5300
KAREN	STULL		DUNDEE	MI	48131	734-529-5685
CARLA	JANISH	CARMOND LLC	LIDINGTON	MI	49431	231-360-7777
GARY	DEWALD		MENOMINEE	MI	49858	906-863-8419
KAREN	ZIMMERMAN		ONEKAMA	MI	49675	231-889-6075
ROBERT	MICHAELIS	MICHAELIS FINL SRVCS INC	OSCODA	MI	48750	989-739-9345
MELODY	REUSS		DANVERS	MN	56231	320-760-6866
CRAIG	MARTINOSKY		BRANSON	MO	65616	417-699-5144
JANET	CROPPER	JEFFY TAX, LLC	WEST PLAINS	MO	65775	417-257-4660
GINGER	WICKS	DIGITS COUNT INC	COLUMBIA FALLS	MT	59912	406-892-3884
STUART	CLARK		GRANITE FALLS	NC	28630	828-396-8093
MARILYN	BREWER	MGB LIMITED	NEW BERN	NC	28562	252-635-4876
WANDA	WIKI		TAYLORSVILLE	NC	28681	828-632-2575
DARLYNN	VELLA		VALDESE	NC	28690	828-874-115
ELLEN	LACKEY	NW-BUS CONSULTANTS, INC.	WILKESBORO	NC	28697	336-921-3803
DAN	BAUMGARTEN		CASSETTON	ND	58012	701-347-4375
STACEY	STOCKER		GRAND ISLAND	NE	68801	308-382-7094
ROBERT	WOLOSHEN	ROBERT A WOLOSHEN CPA	MARLBORO	NJ	7746	917-640-8235
VIRGINIA	BARR	VILAR, INC.	LOS ALAMOS	NM	87544	505-412-9675
DERRICK	HOWARD	THE KOGER GROUP INC	NEW YORK	NY	10039	917-225-2835
HENRY	ROYSDEN JR	ANTHEM CNSLT. AGENCY INC	BEAVERCREEK	OH	45434	937-426-3466
KAREN	BILLIE	SLUSHER NICKEL	BETHEL	OH	45106	513-734319-15354638
BRENDA SUE	WILLIAMS	BFBW INC	FRAZEYSBURG	OH	43822	740-828-9502
RENEE	HALL		GREENFIELD	OH	45123	937-981-9898
JANIS	GOLDEN		DUNCAN	OK	73533	580-695-8375
JANIS	WARREN		MILL CREEK	OK	74856	580-622-2987
CANDY	SIMMS		WALTERS	OK	73572	580-591-3450
JOHN	GREGORY	JTG ENTERPRISES INC	NEW OXFORD	PA	17350	717-965-9403
MARY	STUTZMAN		NEWPORT	PA	17074	717-636-437
MARY	BARNES	MAXINE BARNES, INC.	PITTSBURGH	PA	15215	412-781-4594

EXHIBIT E
LIST OF FRANCHISEES WHO CEASED DOING BUSINESS IN FYE 4-30-~~18~~19

First Name	Last Name	Partnership/Corporation Name	City	State	Zip	Phone
DENISA	BILBREY		LENOIR CITY	TN	37772	865-986-5170
TONI	VERNON		MC MINNVILLE	TN	37110	931-668-8530
LEE	SMITH		SMITHVILLE	TN	37166	615-489-9846
JAMES	RICHMOND		BIG SPRING	TX	79720	432-816-6437
SUE	STILL	S MARTIN INC	CENTER	TX	75935	936-598-7625
JOYCE	RAINS		CROCKETT	TX	75835	936-544-3919
GINA	WILLIAMS		HUNTINGTON	TX	75949	936-876-5983
TRACY	SMITH		MILAM	TX	75959	936-275-6136
VERNON	COSENTINO		SEMINOLE	TX	79360	432-758-3145
MARLENE	GODSEY		VICTORIA	TX	77904	361-578-3228
SHAWN	JENSEN	SIMJ INC	LOGAN	UT	84321	435-787-8187
SUSAN	MC CREA		BLACKSBURG	VA	24063	540-789-7054
BRENDA	MC KENZIE		INDEPENDENCE	VA	24348	276-773-2512
KATHY	RUBLE		HILLSBORO	OH	45133	937-442-2624
JANIE	MC-NEW		CHANDLER	OK	74834	405-258-1696
REBECCA	JOHNSON		CLAYTON	OK	74536	918-569-4176
KASI	PRATHER	KASI-ANN INC	OCHELATA	OK	74051	918-535-2621
AMANDA	STROUD		PAWHUSKA	OK	74056	918-440-7960
RICHARD P	REYNOLDS	S&R REYNOLDS, INC.	DALLAS	OR	97338	503-580-1048
STARLEE	DEMPSEY		WESTFIELD	PA	16950	717-724-3605
LINDA	PROCTOR		NEWBERRY	SC	29108	803-276-7436
KRISTAL	FINKBEINER		MOBRIDGE	SD	57601	605-848-7771
WILLIAM	BENEDETTO		JOHNSON CITY	TN	37604	423-929-9397
HAROLD	SPARKS		SHELBYVILLE	TN	37160	931-942-4143
JOEL	SIKES	TN MTN TAX SERV. LLC	SMYRNA	TN	37167	615-848-9454
CARSON	SHEEN	BVTP LLC	COLLEGE STATION	TX	77845	325-656-2311
LEONA	HANSON		HASKELL	TX	79521	940-864-3602
JAIME	GARCIA		HOUSTON	TX	77014	281-827-7073
VIVIANE	ELLAMAA		KATY	TX	77449	832-971-5492
NELL	INGLE		LITTLEFIELD	TX	79339	806-385-6065
ROBERT	REDWINE	COLORADO TAX ENTERPRISES	ODESSA	TX	79765	432-557-2225
LINDA	DAVENPORT		PORT LAVACA	TX	77979	512-552-9513
JUDITH	RANDALL	BISTOL ENTERPRIZES LLC	PURDON	TX	76679	903-673-2277
JOSEPH	SMITH	NEW-MEXICO TAX ASSOCS	SAN ANGELO	TX	76904	325-227-2101
KATY	ALFARO	ARISTA SERVICES LLC	SAN ANTONIO	TX	78250	210-647-4812
LARRY	CARVER		TEXARKANA	TX	75501	903-671-2209
BRENDA	RIEVES-ASHLEY		WEATHERFORD	TX	76087	817-441-8464
CATHY	CARTER	CARTER & ASSOC OF NC L-VA, INC.	MARTINSVILLE	VA	24115	276-638-7514
GARY	DAVIS	TLS ENTERPRISES	OAK HARBOR	WA	98277	360-720-2020
LYNDA	WRIGLEY	KNL ENTERPRISES LLC	RICE	WA	99167	509-738-2661
PETER	CARLSON	WEST COAST TAX & ACCT CPA	SEATTLE	WA	98178	120-672-5182
ALLEN	SUSEDIK	ALLEN F SUSEDIK CPA SC	BLOOMER	WI	54724	715-237-2239
STEVEN	GOLDBERG		OCONTO	WI	54153	920-835-5522
MIKE	MILLER	ANJ FINANCIAL SERV., INC.	RIVER FALLS	WI	54022	715-760-2309
LISA	NELSON		WEST HAMLIN	WV	25571	304-824-5997
BETTY	TROUT	COMP. TAX SERV. WY INC.	CASPER	WY	82609	307-265-7731
ROBERT E	MONTGOMERY		CODY	WY	82414	307-272-2753
LYNN	PATTISON	MXL	ARLINGTON	WA	98223	425-387-1989
SHAWN	MORRIS	AVITAX, INC.	SEATTLE	WA	98109	253-951-3180
KARIE	CUNNINGHAM	KARIE'S ENTERPRISES LL	BRODHEAD	WI	53520	608-921-4284

H&R BLOCK

FRANCHISE LICENSE AGREEMENT

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FRANCHISE LICENSE AGREEMENT

This Franchise License Agreement ("Agreement") is entered into as of _____ ("Effective Date"), between H&R Block Tax Services LLC, a Missouri limited liability company ("H&R Block") and _____ ("Franchisee")

Name

Number & Street or Box Number, City, State, Zip
(collectively "Parties").

In exchange for the respective promises contained in this Agreement, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms have the following meanings:

(A) **"Action"** means any cause of action, suit, proceeding, claim, demand, investigation, or inquiry (whether a formal proceeding or otherwise) with respect to which Franchisee's indemnity applies as described in Section 21.

(B) **"Approved Location"** means the premises within the Franchise Territory at which H&R Block gives Franchisee written authorization to establish an office or other outlet from which to conduct the Franchised Business.

(C) **"Authorized Services"** means Required Services and Optional Services.

(D) **"Client Data"** means any and all information obtained from or relating to clients of the Franchised Business or any other Network Office.

(E) **"Confidential Information"** means the components of the H&R Block System, the information comprising the Manual, and all Client Data, directives, know-how, techniques, materials, data, and other information imparted or made available by H&R Block to Franchisee ~~which~~ or otherwise learned or acquired by Franchisee in the course of operating the Franchised Business that is (1) designated as confidential, (2) known by Franchisee to be considered confidential by H&R Block or its affiliates, or (3) by its nature inherently or reasonably could be considered confidential.

(F) **"Controlled Entity"** means (1) a corporation or partnership in which Franchisee, if an individual, is the beneficial owner of more than fifty percent (50%) of any class of voting securities (if a corporation) or is the controlling general partner (if a partnership), (2) a limited liability company in which Franchisee, if an individual, is a member and owns more than fifty percent (50%) of the voting rights, (3) a trust in which Franchisee, if an individual, is a trustee, and (4) any entity in which Franchisee, if an individual, has the right to direct or control the actions of the entity or to receive more than fifty percent (50%) of the profits of the entity.

(G) **"Equity Interest"** means a direct or indirect ownership interest in the capital stock of, partnership or membership interest in, or other equity or ownership interest in (including the right to vote) any type of legal entity.

(H) **"Fiscal Year"** means H&R Block's fiscal year, as designated by H&R Block.

(I) **"Franchised Business"** means the business Franchisee conducts under this Agreement.

(J) **“Franchisee’s Associates”** means Principal; Franchisee’s spouse, if Franchisee is an individual; the affiliates, officers, directors, and shareholders of Franchisee, if Franchisee is a corporation; the partners of Franchisee, if Franchisee is a partnership; the members of Franchisee, if Franchisee is a limited liability company; and the trustee(s) of Franchisee, if Franchisee is a trust.

(K) **“Franchise Territory”** means the area defined in Exhibit A attached to and incorporated by reference into this Agreement.

~~(L)~~

~~(L)~~ **“H&R BLOCK Brand”** means the Licensed Marks defined in (O) below and associated goodwill.

(M) The **“H&R Block System”** or **“System”** mean the methods, programs, procedures, concepts, technology, software, advertising and promotional materials, formats, and Licensed Marks designated by H&R Block for use in connection with the Franchised Business, all of which may be revised by H&R Block.

~~(M)~~ **“Improvements”** means improvements, modifications, or additions to the H&R Block System, the Franchised Business, or the Licensed Marks conceived of or developed by Franchisee or Franchisee’s Associates, employees, or agents.

~~(N)~~ **“Incapacitated”** or **“Incapacity”** means the inability of Franchisee or Principal, as determined by competent medical authority, to perform Franchisee’s obligations under this Agreement for a period of 6 months or more as the result of physical or mental impairment.

~~(O)~~ **“Indemnitees”** means H&R Block, its subsidiaries and affiliates, and their respective directors, officers, employees, shareholders, successors, and assigns.

~~(P)~~ **“Licensed Marks”** means the service mark “H&R BLOCK” and all other trademarks, service marks, logos, commercial symbols, emblems, and other indicia of origin that H&R Block may designate for use in connection with or to identify the H&R Block System.

~~(Q)~~ **“Losses and Expenses”** means all losses, compensatory, exemplary, or punitive damages, judgments, fines, penalties, equitable relief, charges, expenses, assessments, fees (including reasonable attorney’s, expert’s, accountant’s, and consultant’s fees), interest, court costs, settlement amounts, and other similar amounts incurred, assessed against, or suffered by Indemnitees in connection with any Action.

~~(R)~~ **“Manual”** means the H&R Block Policy and Procedure Manual (available on [the intranet operated by H&R Block](#) ~~’s intranet, or an affiliate~~) as it may be revised by H&R Block at its option to describe, modify, or supplement the H&R Block System or to adapt the System to new conditions or technology.

~~(S)~~ **“Net Amount Subject to Royalties”** means the total amount of revenue received by the Franchised Business, directly or indirectly, for Authorized Services less: 1) applicable sales taxes Franchisee collects and remits to the appropriate taxing authorities, and 2) revenue from the sale of products or services subject to a Product-Specific Royalty Rate, an incentive rate paid to Franchisee, or otherwise designated as royalty-free.

(TU) “**Network Office**” means an office or other physical premises that offers Required Services and utilizes or is licensed to utilize the H&R Block System and the Licensed Marks, whether operated by H&R Block, its affiliates, or a third party authorized by H&R Block or its affiliates.

(UV) “**Optional Services**” means products and services (that may or may not be related to tax preparation) that Franchisee may be authorized but not required by H&R Block to offer or perform under the terms and conditions H&R Block may require. H&R Block may change its designations of whether particular products or services are Optional Services.

(VW) “**Preseason**” means that portion of a calendar year other than the Tax Season.

(WX) “**Principal**” means Franchisee, if Franchisee is an individual; or an individual approved by H&R Block who holds an Equity Interest in Franchisee, if Franchisee is a business entity, who personally assumes and agrees to be bound by all of the terms of this Agreement in a document satisfactory to H&R Block, and to whom H&R Block may look to the individual, in addition to the business entity, for the proper performance of Franchisee’s obligations under this Agreement.

(XY) “**Reporting Period**” means those periods designated by H&R Block in the Manual or otherwise in writing for the payment of royalties and the submittal of reports by Franchisee under this Agreement.

(YZ) “**Required Services**” means income tax return preparation, electronic filing of income tax returns, and any other products or services (that may or may not be related to tax return preparation) as H&R Block may require Franchisee to offer in conducting the Franchised Business. H&R Block may change its designations of whether particular products and services are Required Services.

(ZAA) “**Tax Season**” means the period in each year from the first weekday after January 1 through the last date on which individual federal income tax returns for the preceding year may be filed without receiving an extension of time or incurring any penalty for late filing.

(AABB) “**Technology Standards**” means the standards specified in the Manual for technology to be used in the Franchised Business, including the internet, the [intranet operated by H&R Block](#) ~~intranet~~ [or an affiliate](#), and computer hardware, software, and virus protection.

(BBCC) “**Transfer**” means a sale, assignment, conveyance, lease, pledge, gift, mortgage, or other encumbrance, whether direct or indirect, in whole or in part, or in one or a series of related transactions or occurrences, of (1) this Agreement or of any rights or obligations under it, (2) any Equity Interest in Franchisee, or (3) any assets of the Franchised Business beyond transfers necessary in the ordinary course of business.

2. Grant of Franchise.

2.1 **License to Operate the Franchised Business.** Subject to the terms, conditions, and limitations in this Agreement, H&R Block grants to Franchisee the right, and Franchisee undertakes the obligation, to use the Licensed Marks and the H&R Block System to conduct the Franchised Business at each Approved Location in the Franchise Territory during the term of this Agreement. Without H&R Block’s written consent, Franchisee may not use the Licensed Marks or any element of the H&R Block System at any location that is not an Approved Location, in the operation of any other business, or in any other channel of distribution. Except as otherwise described in this Agreement, for so long as Franchisee is in compliance with this Agreement, H&R Block will not operate or license another person to operate a Network Office in the Franchise Territory during the term of this Agreement. H&R Block retains all

rights not expressly granted in this Agreement. H&R Block, its affiliates, and their respective franchisees and licensees may operate businesses other than Network Offices in the Franchise Territory. Without obligation to Franchisee, H&R Block, its affiliates, and their respective franchisees and licensees may, among other things, offer or sell, or license others to offer or sell the following:

(A) Any products or services (including Authorized Services) under any names or marks, including the Licensed Marks, over the internet or by other channels or methods of distribution (including, but not limited to, mobile applications) to clients within and outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business;

(B) Any products or services other than Authorized Services under any names or marks, including the Licensed Marks, to clients within and outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business;

(C) Any products or services (including Authorized Services) under any names or marks other than the Licensed Marks, to clients within or outside the Franchise Territory at or from locations within or outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business;

(D) As more fully described in Section 2.3, Optional Services under the Licensed Marks if Franchisee declines to offer Optional Services to clients within the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business; and

(E) Any products or services (including Authorized Services) under any names or marks (including the Licensed Marks) using any business methods, programs, procedures, concepts, and formats (including the H&R Block System) at or from any physical location outside the Franchise Territory, regardless of proximity to or economic impact upon the Franchised Business.

Franchisee may offer or sell Authorized Services to any person or firm from any Approved Location in the Franchise Territory. Franchisee will obtain H&R Block's prior written approval before operating the Franchised Business from any location and will open an initial Approved Location to the public not later than 14 days after the Effective Date.

Franchisee may offer or sell Authorized Services to clients who reside outside of the Franchise Territory if the Authorized Services are performed at an Approved Location within the Franchise Territory.

Franchisee may not subfranchise, sublicense, or relicense to others any right to use the Licensed Marks or the H&R Block System.

2.2 Marketing. Franchisee may advertise or promote the Franchised Business in media originating in the Franchise Territory, the range of which may extend outside of the Franchise Territory. Franchisee will not:

(A) Advertise or promote the Franchised Business in media originating outside the Franchise Territory unless authorized by H&R Block in writing;

(B) Use the Licensed Marks or any derivation or portion thereof in any domain name, operate an internet website for the Franchised Business, or promote the Franchised Business on any internet website, unless authorized by H&R Block in writing; or

(C) Advertise or promote the Franchised Business by unsolicited e-mail, robotic telephone calls, text messages, faxing, or any other method that H&R Block prohibits in the Manual or otherwise in writing.

H&R Block may advertise and promote the H&R Block System and Network Offices using any methods or media, regardless of where the media originates or is directed, including within the Franchise Territory.

Any advertising used by Franchisee pertaining to the Franchised Business will comply with the standards and specifications set forth in the Manual, which may include standards regarding content and media, and will only be used if preapproved (and not later disapproved) in writing by H&R Block. Franchisee is required to be truthful, accurate, and not misleading and must comply with all applicable laws in all marketing and other communications relating to the Franchised Business.

2.3 Optional Services. With H&R Block's prior written consent, Franchisee may offer Optional Services in the Franchised Business. H&R Block may impose restrictions, conditions, and other limitations upon Franchisee's offer of Optional Services, including a requirement that Franchisee enter into an addendum to this Agreement pertaining to the offer of Optional Services. If Franchisee elects not to offer an Optional Service or, in H&R Block's judgment, is unable to comply with the conditions, restrictions, or other limitations that H&R Block imposes on the offer of Optional Services, H&R Block may give Franchisee 30 days' written notice (for purposes of this Section 2.3, the "Notice Period") of ~~H&R Block's~~ the intention by H&R Block or its affiliates to offer or authorize others to offer the Optional Service under the Licensed Marks from physical locations in the Franchise Territory. If Franchisee does not provide notice to H&R Block within the Notice Period that Franchisee will offer the Optional Service by no later than ~~thirty (30)~~ days after the expiration of the Notice Period, H&R Block or its affiliates may offer or license others to offer the Optional Services under the Licensed Marks from physical locations within the Franchise Territory. In addition, if Franchisee does not begin offering the Optional Service during the first 30 days of the Tax Season immediately after it exercises its right to do so, H&R Block or its affiliates may offer or license others to offer the Optional Services under the Licensed Marks from physical locations within the Franchise Territory. If Franchisee elects to offer any Optional Service, it will do so continuously throughout the remaining term of this Agreement.

2.4 Outlets in National or Regional Retail Businesses and Government Facilities. H&R Block or its affiliates may enter into agreements with national or regional retail businesses or military and other government facilities and installations to offer Authorized Services at their retail locations, facilities, and installations, which may include sites within the Franchise Territory. If sites within the Franchise Territory are included in the agreement, H&R Block will offer Franchisee the opportunity to operate the Franchised Business at those retail locations, facilities, or installations within the Franchise Territory under terms and conditions that H&R Block may prescribe provided the agreement permits H&R Block or its affiliates to allow the Franchisee to operate at the site. If Franchisee does not operate the Franchised Business at a location, facility, or installation within 30 days after H&R Block's offer, H&R Block or its affiliates may choose to operate or license others to operate a business that provides the Authorized Services (which business may, but need not, use the Licensed Marks and the H&R Block System) at those retail locations, facilities, or installations without notice or obligation to Franchisee.

2.5 Subsequently Designated Authorized Services. If Franchisee is offering a product or service under a name or mark other than the Licensed Marks at the time when H&R Block designates the product or service as an Authorized Service, Franchisee may elect to continue to offer the product or service under the other name or mark, but may not concurrently offer the product or service under the Licensed Marks or at any Approved Location without H&R Block's prior written consent.

3. Use of the Licensed Marks and Copyrights.

3.1 The Licensed Marks. Franchisee acknowledges that H&R Block or an affiliate holds the exclusive ownership of, or right to sublicense, the Licensed Marks, and Franchisee will not at any time directly or indirectly infringe, contest, or otherwise impair H&R Block's or its affiliate's exclusive ownership of or license of the Licensed Marks. Franchisee will:

(A) Use the Licensed Marks only in connection with the operation of the Franchised Business and only in the manner authorized and prescribed by H&R Block in this Agreement, in the Manual, or by other written notification;

(B) Except for the non-exclusive license to use granted by this Agreement, acquire no right, title, or interest in (or any goodwill associated with) the H&R Block System or the Licensed Marks by virtue of their operation under this Agreement;

(C) Promptly notify H&R Block of any use by any third party of the Licensed Marks which the Franchisee knows or has reason to believe is unauthorized;

(D) Promptly notify H&R Block of any litigation, action, or claim instituted against H&R Block, its affiliates, Franchisee, or Principal involving the Licensed Marks or the H&R Block System and, if necessary, sign the documents and render the assistance that, in the opinion of H&R Block's counsel, are reasonably necessary to carry out the defense or prosecution of the case;

(E) Operate, advertise, and promote the Franchised Business under the Licensed Marks without prefix or suffix, use no other mark in connection with the Franchised Business, and refrain from using any of the Licensed Marks in conjunction with any word or symbol without ~~H&R Block's~~ the prior written consent of H&R Block or its affiliates;

(F) Not use the Licensed Marks as part of its corporate or other legal name;

(G) Use, promote, and offer for sale under the Licensed Marks only those products and services that meet ~~H&R Block's prescribed~~ standards and specifications prescribed by H&R Block or its affiliates, as they may be revised by H&R Block or its affiliates;

(H) Sign all documents requested by H&R Block or its counsel that are necessary to obtain protection for the Licensed Marks or to maintain their continued validity or enforceability and take no action that would jeopardize the validity or enforceability of the Licensed Marks; and

(I) Refrain from using the marks "H&R Block Premium" or "Block Advisors" in the operation of the Franchised Business unless authorized by H&R Block in writing.

Upon the expiration or termination of this Agreement: (1) no monetary amount will be assigned to Franchisee as attributable to any goodwill associated with Franchisee's use of the H&R Block System or the Licensed Marks, and (2) all goodwill associated with Franchisee's use of the H&R Block System and the Licensed Marks will inure to the benefit of H&R Block or H&R Block's licensor as the case may be.

Franchisee's license to use the Licensed Marks is non-exclusive and, except as expressly provided in this Agreement, H&R Block retains, among other rights, the rights to: (1) grant other franchises for the Licensed Marks, in addition to those franchises already granted to existing franchisees;

(2) use the Licensed Marks in connection with the offer or sale of products and services through the internet or by other electronic methods of distribution (including, but not limited to mobile applications); (3) develop and establish other systems for products and services similar to Authorized Services, utilizing the Licensed Marks, or any similar or other proprietary marks, and to grant licenses to use those systems without obligation to Franchisee; and (4) modify, change, or discontinue the use of any Licensed Marks.

3.2 Copyrights. Franchisee acknowledges that H&R Block or an affiliate owns the worldwide copyright and other ownership rights to all materials provided by H&R Block (in all forms or media now or hereafter known) including, but not limited to, the Manual, all promotional materials, and all software, and Franchisee will not (directly or indirectly) infringe, contest, or otherwise impair H&R Block's or its affiliate's exclusive ownership of or license of any copyrighted material provided by H&R Block.

(A) If registration of the copyright of any of the materials mentioned above is required by law or considered advisable by H&R Block, Franchisee will cooperate with and assist H&R Block in obtaining the registration in the name of H&R Block, and Franchisee will not otherwise register or attempt to register or assist or be involved in any way with the registration (either directly or indirectly) of the materials.

(B) Franchisee will use proper copyright and other proprietary notices in connection with all copyrighted materials and conform with ~~H&R Block's~~ the standards of H&R Block or its affiliates for protecting its rights.

(C) Franchisee will promptly cause the execution of any assignments, waivers of rights, or other documents, and take any further actions needed or advisable to ensure that H&R Block or its affiliate has and retains the copyright and other rights described in this Section 3.

(D) Except for the non-exclusive license to use granted in this Agreement, Franchisee will acquire no right, title, or interest in H&R Block's or its affiliate's copyrighted material.

3.3 Notice of Franchise Ownership. Franchisee will, in the manner specified by H&R Block, notify the public that Franchisee is operating the Franchised Business as a franchisee of H&R Block. The notice will be displayed prominently at each of Franchisee's Approved Locations.

4. Term.

4.1 Term Length. Unless terminated as provided herein, the term of this Agreement begins on the Effective Date and expires on June 1 immediately following the tenth full Tax Season after the Effective Date.

4.2 Offer of a Successor Franchise Agreement at H&R Block's Option. Upon expiration of this Agreement, H&R Block may, but will be under no obligation to, offer Franchisee a successor franchise under H&R Block's then-current form of franchise agreement, the terms of which may be materially different from the terms of this Agreement, including higher and additional fees and a reduced Franchise Territory. Franchisee will not be required to pay a second initial franchise fee when entering into a successor franchise agreement. The non-competition provisions of Section 12.2(B) will not apply after this Agreement expires if:

(A) H&R Block does not offer a successor franchise to Franchisee at least 30 days before the expiration of (1) this Agreement or (2) any temporary extension of this Agreement offered by H&R Block; and

(B) Franchisee is in compliance with the requirements of Section 16.

4.3 Notice of Expiration or Non-Renewal. If then-applicable law requires H&R Block to give notice to Franchisee before the expiration or non-renewal of this Agreement and H&R Block fails to give the notice required, this Agreement will remain in effect from month to month until the required notice has been given by H&R Block.

5. Franchise Fee. Franchisee will pay H&R Block a \$2,500 franchise fee upon execution of this Agreement. The franchise fee is not refundable in whole or in part, and is fully earned by H&R Block upon execution of this Agreement in consideration for, among other things, H&R Block's administrative expenses and lost or deferred opportunities in entering into this Agreement.

6. Royalties and Reporting Periods. Franchisee will pay H&R Block royalties on revenue generated by the Franchised Business. Depending on the revenue source and when the royalties are paid, different royalty rates will apply.

6.1 Percentage Royalty Rates. The percentage royalty rates applicable during each Reporting Period on the Net Amount Subject to Royalties will be as follows:

On That Portion Of Net Amount Subject To Royalties During Each Calendar Year That Is	The Standard Royalty Rate Is	The Early Payment Royalty Rate Is	The Incentive Royalty Rate Is
\$5,000 or less	60%	50%	N/A
Over \$5,000	40%	30%	20%

(A) **Standard Royalty Rate.** The "Standard Royalty Rate" will apply if royalties are paid to H&R Block within 30 days of the end of the applicable Reporting Period and neither the Early Payment Royalty Rate nor the Incentive Royalty Rate applies.

(B) **Early Payment Royalty Rate.** The "Early Payment Royalty Rate" will apply if royalties are paid to H&R Block not later than 4 days after the end of the Reporting Period to which the royalties relate, no amounts payable to H&R Block under this Agreement or otherwise are overdue, and the Incentive Royalty Rate does not apply.

(C) **Incentive Royalty Rate.** The "Incentive Royalty Rate" will apply to any Net Amount Subject to Royalties for a calendar year that exceeds the average of the Net Amount Subject to Royalties of Franchisee for the 2 immediately preceding calendar years, referred to as the "Incentive Base." The Incentive Royalty Rate will be 20% if paid to H&R Block within 4 days after the end of the applicable Reporting Period. If royalties are not paid within 4 days after the end of the applicable Reporting Period, the Standard Royalty Rate will apply.

If Franchisee acquires all or substantially all of the assets of the Franchised Business from a then-existing H&R Block franchisee during a Tax Season, Franchisee will be eligible for the Incentive

Royalty Rate for the balance of that Tax Season if the preceding franchisee had established an Incentive Base applicable to the Franchised Business for that Tax Season.

6.2 Product-Specific Royalty Rate. H&R Block may, but will not be obligated to, designate revenue from the sale of certain products or services to be subject to a “Product-Specific Royalty Rate,” expressed as a percentage of the revenue, a fixed dollar amount per product or service sold by Franchisee, or some combination of a percentage of revenue and a fixed dollar amount. The products and services that are subject to the Product-Specific Royalty Rate and the applicable rate will be set out in the Manual.

6.3 Royalty Reporting Periods and Payment Due Dates. Franchisee will pay royalties due on revenue received during each Reporting Period within 30 days of the end of each Reporting Period. All overdue amounts owing to H&R Block will accrue interest at a rate of 15% per annum or the highest rate permitted by law, whichever is less, compounded monthly, for any amounts that are more than 15 days past due.

6.4 Method of Payment. Franchisee will submit royalty payments electronically in a manner specified by H&R Block. Royalties will be considered received by H&R Block on the date of the corresponding electronic transmission.

7. Training and Other Assistance.

7.1 Initial Training. As soon as practical after the Effective Date, Principal and any other owner or manager that has day-to-day responsibility for the oversight of the Franchised Business must attend and complete, to H&R Block’s satisfaction, initial training conducted by H&R Block.

7.2 Location and Expenses. H&R Block will not charge Franchisee a fee for the initial training described in Section 7.1. Franchisee will be responsible for the travel expenses, room, board, and wages for the training. H&R Block reserves the right to charge a reasonable fee to Franchisee for any additional required or optional training and for the training of subsequent Principals. All training will be provided at a location that H&R Block designates.

7.3 Additional Training. H&R Block may periodically make other mandatory or optional training available to Franchisee’s personnel, and Franchisee will ensure that Principal and all employees designated by H&R Block satisfactorily complete any required training within the time specified. H&R Block may charge a fee for any optional training and optional training materials.

7.4 Office Site Selection. H&R Block may provide assistance to Franchisee in selecting office locations; however, Franchisee will be responsible for selecting and negotiating the lease for any Approved Locations, subject to H&R Block’s approval, and H&R Block will have no liability or obligation to Franchisee with respect to the performance of the Franchised Business at any site that H&R Block approves.

7.5 Operating Plan. H&R Block may furnish Franchisee with information to help Franchisee establish an operating plan. Franchisee will meet with a representative of H&R Block at ~~least once during each Preseason~~ periodic intervals as designated by H&R Block to review Franchisee’s ~~annual~~ operating plan. Franchisee will submit information required for its ~~annual~~ operating plan to H&R Block as instructed by H&R Block and will use its best efforts to implement its operating plan.

7.6 Mandatory Group Meetings. At Franchisee’s expense, Franchisee will attend all franchisee meetings designated by H&R Block as mandatory.

7.7 Internal Reporting Forms. H&R Block will furnish to Franchisee, without charge (except for freight) and in the manner it elects (e.g., hard copy or electronic), all specialized internal, reporting forms. Franchisee will use these forms in the Franchised Business as instructed by H&R Block in the Manual or otherwise in writing, which may require Franchisee to access and process the forms using the intranet operated by H&R Block's intranet system or an affiliate.

7.8 Signage.

(A) H&R Block will loan to Franchisee H&R Block's standard interior and exterior signs in quantities H&R Block considers appropriate for each Approved Location. Franchisee will display the signs at and in the Franchised Business in the manner specified by H&R Block. The signs will be provided without charge, but Franchisee will be responsible for any expenses related to personal-property taxes, freight, installation, or removal. Franchisee will also be responsible for any maintenance charges related to the signs or alternative elements described below. H&R Block may require Franchisee to remove or replace any signs previously provided by H&R Block. H&R Block will loan to Franchisee any replacement signage that it considers necessary free of charge; however, Franchisee will be responsible for any expenses related to personal property taxes, freight, installation, removal, or maintenance. Franchisee will at all times maintain the signs in a safe and working order.

(B) If H&R Block determines that its standard signs are not appropriate for an Approved Location, Franchisee will cooperate with H&R Block to develop alternative signs for the Approved Location. All obligations described in Section 7.8(A) with respect to the standard interior and exterior signs will apply to the alternative signs. H&R Block may require Franchisee to remove or replace any signs previously provided by H&R Block.

(C) If Franchisee fails to timely install, remove, or maintain signs after receiving reasonable notice from H&R Block to do so, H&R Block may perform the work, and Franchisee will reimburse H&R Block for its costs within 30 days of H&R Block's request for reimbursement.

(D) Franchisee will hold no title or ownership interest in any signs provided to Franchisee by H&R Block. Franchisee will not allow any lien or other encumbrance to be placed on the signs and will at no time claim title or any other ownership interest in them.

8. Computer Equipment, Software, and the H&R Block System.

8.1 Computers and Computer-Related Equipment. Franchisee will, at its sole expense, equip each Approved Location with computers and computer-related equipment and software that meet ~~H&R Block's~~ the Technology Standards set forth by H&R Block or an affiliate of H&R Block. H&R Block may require Franchisee to purchase or lease computers, computer-related equipment, and software licenses from or through H&R Block, an affiliate of H&R Block, or a third-party vendor that are compatible with the H&R Block System. Franchisee will use its computers and computer-related equipment and software in the manner specified by H&R Block or its affiliate (including the input of all sales of the Franchised Business) and, at Franchisee's expense, repair, upgrade, or replace the computers and computer-related equipment and software to meet ~~H&R Block's~~ then-current Technology Standards set forth by H&R Block or its affiliate. Except for tax preparation and electronic filing software that H&R Block or its affiliate may provide to Franchisee, Franchisee will pay all other costs and expenses incurred in connection with the use of computers and computer-related equipment and software in the Franchised Business. H&R Block will have no obligation to provide any services, equipment, software, or other items relating to computers not specifically set forth in this Agreement.

8.2 Tax Preparation Software. H&R Block or an affiliate of H&R Block may provide Franchisee with software specifically designed for, among other things, the preparation and electronic filing of tax returns. If H&R Block offers to provide Franchisee with software, Franchisee will enter into a license agreement and terms of use for the software containing the terms H&R Block or its affiliate may prescribe, and use the software as directed by H&R Block or its affiliate in the operation of the Franchised Business. Without H&R Block's written permission, Franchisee will not install or use any non-H&R Block tax preparation or electronic filing software in the Franchised Business. Any tax preparation or electronic filing software provided to Franchisee by H&R Block or its affiliate will remain the property of H&R Block or its affiliate and will be used only in accordance with ~~H&R-Block's~~applicable license agreements and terms of use. H&R Block will have no obligation to maintain tax preparation or electronic filing software for any type or brand of computer equipment that ~~that~~ does not meet ~~H&R-Block's~~ then-current Technology Standards of H&R Block or its affiliate.

8.3 The H&R Block System. In order to protect H&R Block's goodwill, provide a uniform, high-quality client experience, and to respond to changing market conditions and technological developments, Franchisee will use the H&R Block System only as directed by H&R Block and only in Franchisee's operation of the Franchised Business. H&R Block may modify the H&R Block System as it deems appropriate. H&R Block's modifications to the H&R Block System may include, without limitation, changes to the products, programs, services, methods, standards, forms, policies, or procedures of the H&R Block System. Franchisee will promptly comply with any changes to the H&R Block System. Franchisee will accept, use, and make any changes or modifications to the H&R Block System made by H&R Block as if they were part of the H&R Block System at the time this Agreement was entered into. Except as explicitly provided in this Agreement, H&R Block will not be liable to Franchisee for any expenses, losses, or damages sustained by Franchisee as a result of Franchisee's use of the H&R Block System.

9. Supplies.

9.1 Approved Items. In developing and operating the Franchised Business, Franchisee will use only the equipment, fixtures, furnishings, signs, supplies, computer systems, and other items that H&R Block has approved as meeting the specifications and standards of the H&R Block System for quality, design, appearance, function, and performance. Franchisee will not deviate from H&R Block's mandatory specifications and standards unless the deviation is approved by H&R Block in writing before implementation.

9.2 Equipment and Supplies Purchased from H&R Block. H&R Block, either directly or through its affiliates or third parties, may offer for sale to Franchisee office supplies, forms, equipment, and other items that H&R Block determines may assist the Franchisee in operating the Franchised Business. H&R Block will furnish order forms and price schedules for these items, but if an item has not been priced when Franchisee places an order, the price will be furnished to Franchisee when available. If the price provided by H&R Block after an order has been placed by Franchisee is not agreeable, Franchisee may cancel the order for that item within 5 days after learning the price.

9.3 Supply Float. If Franchisee is current on all of its obligations to H&R Block, H&R Block may extend credit to Franchisee in an amount specified by H&R Block in the Manual in advance of each Tax Season for Franchisee's purchase from H&R Block or its affiliates of supplies and forms for use in the operation of the Franchised Business. Payment for these supplies and forms will be due on March 10 of the Tax Season for which the forms and supplies were ordered, or as otherwise instructed by H&R Block. All other payments for supplies and forms ordered from H&R Block will be due within 10 days after Franchisee receives them or the date of an invoice for payment, whichever is earlier. H&R

Block may charge interest on overdue amounts at the rate of 15% per annum or the highest rate permitted by law, whichever is less, compounded monthly, from the date originally due until the date of payment.

9.4 Required Purchases from H&R Block and its Affiliates. Notwithstanding Section 9.2, H&R Block may designate products and services for use in or resale by the Franchised Business that Franchisee will purchase from H&R Block, its affiliates, or third parties designated by H&R Block. H&R Block, its affiliates, or third parties designated by H&R Block may be one of several, or the only, designated supplier of an item and may derive revenue as a result of the required purchases.

10. Franchisee's Conduct of Business. H&R Block may restrict or implement mandatory procedures concerning Franchisee's operations in order to protect goodwill; maintain a uniform, positive client experience; and adapt to changing market conditions and technological developments. In order to maintain H&R Block's service standards and to protect the H&R ~~Block-brand~~ BLOCK Brand, Franchisee will operate the Franchised Business in compliance with the law, this Agreement, the Manual, and any other written instruction from H&R Block. H&R Block will provide the Manual to Franchisee in the manner or by the means it considers appropriate. Franchisee will maintain internet capability to access the Manual through ~~H&R Block's~~ the intranet system operated by H&R Block or an affiliate. The Manual will at all times: (a) be kept in a secure place on the premises of the Franchised Business, and (b) remain the sole property of H&R Block.

10.1 The Manual. The Manual may address, among other subjects:

- (A) The layout, color schemes, equipment, fixtures, furnishings, and décor of an Approved Location;
- (B) Approved vendors and specifications for any item Franchisee is required to purchase;
- (C) The assignment of any lease for any Approved Location;
- (D) The policies and procedures that Franchisee must follow in dealing with clients;
- (E) How and when the Franchised Business must offer products or services;
- (F) The designation of products and services as Required Services or Optional Services;
- (G) Training, advertising, and marketing programs;
- (H) Requirements for maintaining, storing, and destroying Client Data;
- (I) The manner and method in which Franchisee must operate the Franchised Business;
- (J) Information that must be provided to H&R Block related to the Franchised Business; and
- (K) Background checks for Franchisee's employees.

Franchisee will treat all of the information contained in the Manual as confidential. Franchisee will not use the Manual for any purpose other than to conduct the Franchised Business and will not disclose any of its contents to any person except as necessary to conduct the Franchised Business. H&R

Block may revise the Manual, and Franchisee will comply with the revised Manual and pay for any associated costs. If there is any dispute about the contents of the Manual, the master copy maintained by H&R Block will control.

10.2 Office Furniture and Appearance. H&R Block may require Franchisee, at Franchisee's expense, to use specific furniture, office module systems, equipment, and fixtures at Approved Locations and to obtain those items through a supplier designated by H&R Block. Each Approved Location will be maintained and updated by Franchisee to conform to the standards specified by H&R Block in the Manual. Franchisee may not use any other furniture, office module systems, equipment, or fixtures at any Approved Location without H&R Block's prior written approval.

10.3 Best Efforts. Franchisee will use Franchisee's best efforts in operating the Franchised Business, will at all times actively promote the sale of the products and services of the Franchised Business and strive to increase the demand for them, and will conduct the Franchised Business with sound business judgment, diligence, and efficiency. Franchisee (or Principal if Franchisee is a corporation, partnership, trust, or other business entity) will directly conduct the day-to-day operations of the Franchised Business and diligently and fully exploit the rights granted in this Agreement by personally and individually devoting full time and best efforts to the operation of the Franchised Business.

10.4 Client Service. Franchisee will provide client service in conformity with H&R Block's standards, including, at a minimum:

- (A) Prepare each tax return accurately according to federal, state, and local laws;
- (B) Maintain office space and employ competent personnel sufficient to accommodate all clients without undue delay and within any time commitments made to clients;
- (C) Maintain at all Approved Locations minimum standard office hours during the Tax Season of 9 a.m. to 6 p.m. on weekdays, from 9 a.m. to 5 p.m. on Saturdays, and additional peak office hours (including on Sundays) as defined in the Manual;
- (D) Maintain minimum Preseason office hours at all Approved Locations of at least six (6) hours per week or as otherwise specified in the Manual;
- (E) Post signs with applicable office hours and maintain a telephone answering service or device during all non-office hours;
- (F) Resolve client complaints in a timely manner as defined in the Manual;
- (G) Pay any penalty and interest incurred by any client due to any error or omission by the Franchised Business on the client's tax return as determined by H&R Block; and
- (H) Comply with the terms of any H&R ~~Block~~BLOCK Brand guarantee in effect.

10.5 Client Consents. Franchisee will obtain all client consents as instructed by H&R Block in the Manual.

10.6 Client Data Use and Storage. Franchisee will use, maintain, store, and destroy Client Data as instructed by H&R Block in the Manual or otherwise in writing.

10.7 Approved Locations.

(A) Franchisee will conduct the Franchised Business at all Approved Locations continuously throughout the term of this Agreement unless H&R Block provides Franchisee with written authorization permitting Franchisee to close or relocate at an Approved Location. It will be a material breach of this agreement to close, abandon, or relocate an Approved Location during the term of this Agreement without H&R Block's prior written approval.

If Franchisee closes or abandons an Approved Location, in addition to all other rights and remedies available to H&R Block, H&R Block reserves the right to operate the Approved Location as a Network Office. If H&R Block exercises its right to operate the Approved Location, (1) Franchisee must assign all rights and interest it has in the lease and telephone numbers for the Approved Location, and (2) Franchisee's Franchise Territory will be amended to exclude the Approved Location that was closed or abandoned.

(B) Prior to commencing any construction or renovation of an Approved Location, Franchisee will submit to H&R Block, for H&R Block's prior written approval, a proposed floor plan design in a form that H&R Block prescribes. Franchisee will not commence the construction or renovation until H&R Block approves the proposed floor plan design. H&R Block will notify Franchisee of its approval or disapproval of the proposed floor plan design within 21 days of H&R Block's receipt of the proposed floor plan design. Once approved, the floor plan design will not be modified without H&R Block's prior written approval.

(C) Franchisee will not conduct or allow any other person to conduct any non-H&R Block business or activities at or from any Approved Location unless approved by H&R Block in writing.

(D) Franchisee will provide H&R Block with a copy of the lease for each Approved Location upon request. The lease will contain a provision permitting Franchisee to assign or sublease the lease to H&R Block without the landlord's consent, in a form substantially similar to the assignment language provided by H&R Block in the Manual.

10.8 Operation of Franchised Business. Franchisee will at all times:

(A) Maintain each Approved Location in a neat and orderly condition, containing adequate space for conducting the Franchised Business and meeting the then-current standards set forth in the Manual. Within 3 months after receipt of notice from H&R Block, Franchisee will make any additions, alterations, repairs, and replacements that H&R Block reasonably requires, including any periodic repainting, equipment repairs, and replacement of obsolete signs and equipment that H&R Block may reasonably direct;

(B) Maintain a separate bank account for the Franchised Business;

(C) Pay in a timely manner all operational expenses of the Franchised Business, including payroll, payroll taxes, rent, utilities, telephone charges, freight, supplies, and other amounts owed to H&R Block or others in connection with the Franchised Business;

(D) Refrain from employing any person who has been suspended from the Internal Revenue Service Electronic Filing Program, or any successor program;

(E) Comply with all federal, state, and local laws and regulations in conducting the Franchised Business, including regulations that apply to electronic-return originators;

(F) Timely and properly file all of Franchisee's and Franchisee's Associates own business and personal tax returns and pay all taxes due;

(G) Refrain from engaging in any activity that negatively reflects on the H&R ~~Block~~BLOCK Brand;

(H) Immediately notify H&R Block of any legal action against Franchisee, Franchisee's Associates, the Franchised Business, or Franchisee's property;

(I) Prepare financial statements and records for the Franchised Business in accordance with generally accepted accounting principles;

(J) Ensure that all Client Data and Confidential Information is protected, stored, transferred, and destroyed in accordance with the procedures set forth in the Manual and;

(K) Immediately notify H&R Block of Franchisee's or Franchisee's Associates' default or failure to comply with any obligation under this Agreement.

10.9 Conflicting Enterprises. Franchisee and Franchisee's Associates will keep free from all conflicting enterprises or any other activities that would compete or interfere with the Franchised Business.

10.10 Insurance. Throughout the term of this Agreement, Franchisee will maintain insurance protecting Franchisee and the Indemnitees against any demand or claim arising or occurring in connection with the construction, renovation, or operation of the Franchised Business. The policies will: (1) be of the types and for the minimum amounts of coverage required in the Manual; (2) contain a waiver of subrogation in favor of H&R Block; (3) name the Indemnitees as additional insureds; (4) contain no provision that limits or reduces coverage in the event of a claim by any Indemnatee; (5) provide that policy limits will not be reduced or coverage restricted, canceled, allowed to lapse, or be otherwise altered, or the policy(ies) amended without H&R Block's consent; and (6) be obtained from reputable insurance companies rated A-(BII) or higher by A.M. Best or approved by H&R Block, and authorized to do business in all jurisdictions in which the Franchised Business is located. Franchisee will also:

(A) Provide to H&R Block all certificates of insurance (including a copy of the original policy), insurance policy endorsements (including a copy of the original policy), notices of cancellation endorsement, and other evidence as H&R Block may prescribe to show that all required insurance coverage is in effect, prior to commencement of operation of the Franchised Business, annually thereafter, whenever a carrier or coverage is changed, and at any other time upon H&R Block's request;

(B) Increase the insurance coverage amounts as required by H&R Block in the Manual; and

(C) Reimburse H&R Block for any insurance policies obtained by H&R Block on behalf of Franchisee, if Franchisee fails to obtain the insurance required by this Section 10.10.

11. Books and Records; Inspections.

11.1 General Accounting Principles.

(A) Retention Requirements. Franchisee will maintain and retain full, complete, and accurate books, records, and accounts of the Franchised Business in the form, manner and for the time periods prescribed by H&R Block in the Manual. Unless otherwise prescribed in the Manual, Franchisee will retain the books, records, and accounts for three (3) years from their dates of preparation.

(B) Accounting Statements. Upon H&R Block's request, at Franchisee's cost, Franchisee will submit to H&R Block:

- (1) Unaudited quarterly profit and loss statements (in the form prescribed by H&R Block and that show all income sources) and balance sheets;
- (2) Unaudited annual statements, as well as a schedule of capital expenditures;
- (3) Copies of Franchisee's annual federal and state income tax returns;
- (4) Copies of Franchisee's quarterly state sales tax returns; and
- (5) Any other financial statements, reports, and records that H&R Block requests.

11.2 Audits and Inspections. H&R Block may, without prior notice: (a) inspect, audit, or examine the financial or business records of the Franchised Business, and (b) observe the operation of the Franchised Business during the Franchised Business's operating hours.

Upon request, Franchisee will promptly provide or make available to H&R Block records of the Franchised Business, including any IRS-generated information reports (e.g., EFIN Status/ERO Activity Report) to enable H&R Block to determine whether Franchisee is complying with its obligations under this Agreement. Franchisee will also promptly provide or make available to H&R Block any information and financial or business records concerning any other business in which Franchisee or any of Franchisee's Associates (or ~~his or her~~ their spouse or child) has an interest that offers services that are the same as or similar to those offered by the Franchised Business.

For the purpose of any examination or audit, Franchisee will fully cooperate with H&R Block and give H&R Block access to the computer systems and files in which any financial records are electronically stored. If Franchisee's ~~Net Amount Subject to Royalties~~ revenue received by the Franchised Business for Authorized Services, as shown by an examination of the books and records of the Franchised Business, exceeds the sum reported by Franchisee to H&R Block by more than 2%, Franchisee will immediately reimburse H&R Block for the reasonable cost of the examination. The reimbursement will not limit H&R Block's other remedies under this Agreement regarding underreporting or underpayment of royalties.

11.3 Internet. H&R Block or an affiliate of H&R Block may, at its option, establish and maintain an internet website that provides information about the H&R ~~Block's brand~~ BLOCK Brand and the products and services that Network Offices offer.

(A) H&R Block or its affiliate will have sole control over the website's design and content. H&R Block or its affiliate will have no obligation to maintain the website indefinitely and may discontinue it at any time without liability to Franchisee. H&R Block or its affiliate will not be responsible for damage or loss caused by errors of the internet and will not be liable for any direct, indirect, special, incidental, exemplary, or consequential damages arising out of the use of the internet or the inability to use the internet.

(B) Franchisee will purchase and install all necessary additions to the Franchised Business's computer system at Franchisee's expense and establish and continually maintain electronic connection with the internet that allows Franchisor to send messages to and receive messages from Franchisee.

(C) Franchisee may not use any of the Licensed Marks on or in connection with the internet, except as permitted by this Section 11.3.

11.4 Intranet. H&R Block or an affiliate of H&R Block may, at its option, establish and maintain an intranet, through which H&R Block may communicate with its franchisees and Network Offices and through which H&R Block may disseminate updates to the Manual and other Confidential Information.

(A) H&R Block or its affiliate will have no obligation to maintain an intranet indefinitely, and may discontinue it at any time without liability to Franchisee.

(B) H&R Block or its affiliate will establish policies and procedures for the intranet's use. These policies, procedures, and other terms of use will address issues such as (1) restrictions on the use of abusive, slanderous, or offensive language in electronic communications; (2) restrictions on communications between or among franchisees that endorse or encourage breach of any franchisee's franchise agreement with H&R Block; (3) confidential treatment of materials that H&R Block or its affiliate transmits via the intranet; (4) password protocols and other security precautions; (5) grounds and procedures for H&R Block's suspension or revocation of access to the intranet by Franchisee and others; and (6) a privacy policy governing Franchisor's access to and use of electronic communications that franchisees and others post on the intranet. As administrator of the intranet, H&R Block or its affiliate will be allowed to access and view any communication that any person posts on the intranet. The intranet facility and all communications that are posted to it will become the property of H&R Block ~~'s property~~ or its affiliate, free of any claims of privacy or privilege that Franchisee or any other person may assert.

(C) If Franchisee fails to comply with any policy or procedure governing the intranet, H&R Block or its affiliate may temporarily suspend Franchisee's access to all or any aspect of the intranet (such as a chat room, bulletin board, list serve, or similar feature) until Franchisee fully cures the breach.

12. Limitations on Competition and Disclosure.

12.1 Confidential Information.

(A) Except as expressly provided herein, Franchisee will have no right, title, or interest in Confidential Information. Franchisee will communicate, disclose, and use Confidential Information only as expressly permitted in this Agreement or as required by law. Franchisee will disclose Confidential Information only to those of Franchisee's Associates,

employees, agents, or independent contractors who must have access to it in connection with their work on behalf of the Franchised Business. This covenant will survive the expiration, termination, or Transfer of this Agreement or any interest in this Agreement and will be perpetually binding upon Franchisee.

(B) Franchisee will cause Franchisee's Associates, employees, agents, and independent contractors having access to Confidential Information to sign confidentiality agreements substantially in the form that H&R Block prescribes, stating that they will preserve all Confidential Information in confidence. Neither Franchisee, nor Franchisee's Associates, employees, agents, or independent contractors will at any time, without H&R Block's prior written consent, copy, duplicate, record, or otherwise reproduce Confidential Information, in whole or in part, nor otherwise make Confidential Information available to any unauthorized person. Franchisee will be responsible and liable for any misuse of Confidential Information by others whom Franchisee has either allowed to improperly access Confidential Information or from whom Franchisee failed to obtain a signed confidentiality agreement as required by this Section 12.1(B).

(C) Notwithstanding anything in this Agreement to the contrary, Franchisee and its Principal, may, to the extent permitted by any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including ~~H&R Block's~~ the trade secrets of H&R Block or its affiliates: (1) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or created liability for disclosures expressly allowed by law.

12.2 Restrictions on Competition.

(A) During the term of this Agreement, neither Franchisee nor any of Franchisee's Associates will, without H&R Block's prior written consent:

(1) Directly or indirectly own, maintain, engage in, have any interest in (whether as owner, stockholder, partner, officer, director, employee, consultant, franchisor, lessor, or otherwise) or provide any assistance to any business that offers products or services that are the same as or similar to any Authorized Service (a) in or within 45 miles of the Franchise Territory, or (b) within 45 miles of any Network Office;

(2) Divert or attempt to divert the business of any Network Office (including the Franchised Business) to any competitor; or

(3) Do any act injurious or prejudicial to the goodwill of the H&R ~~Block~~ BLOCK Brand.

(B) Except as provided in Sections 4.2 and 15 of this Agreement, for a continuous, uninterrupted period of 2 years after the expiration or termination of this Agreement (or the conclusion of any "hold-over" period during which Franchisee continues to operate the Franchised Business, with or without H&R Block's consent or approval), neither Franchisee nor Franchisee's Associates will, without H&R Block's prior written consent:

(1) ~~Solicit~~ Directly or indirectly solicit by mail, telephone, electronically, via the internet (including, but not limited to, any social media posts), in person, by

advertisement, or by any other means, or divert from any Network Office, any person for whom tax return preparation or other Authorized Services were rendered at any time during the term of this Agreement by the Franchised Business; or

(2) Directly or indirectly own, maintain, engage in, or provide assistance to (whether as an owner, stockholder, partner, officer, director, employee, consultant, franchisee, lessor, or otherwise) any business in or within 25 miles of the Franchise Territory that offers products or services that are the same as or similar to any Authorized Service that were offered by the Franchised Business.

If during the 2-year period described above, Franchisee or one or more of Franchisee's Associates fails to comply with their obligations under this Section 12.2(B), that period of noncompliance will not be credited toward satisfaction of the 2-year obligation of the person or entity that has failed to comply.

If an individual or entity included within the definition of Franchisee's Associates ceases to remain within that definition during the term of this Agreement, the restrictions on that individual or entity contained in this Section 12(B) will begin to run from the date that the individual or entity ceases to be one of Franchisee's Associates.

If, after the Effective Date of this Agreement, an individual or entity becomes included in the definition of Franchisee's Associates, Franchisee must immediately: notify H&R Block of the identity of the new Franchisee's Associate; provide a copy of this Agreement to the new Franchisee's Associate; and have the new Franchisee's Associate sign the Franchisee's Associate acknowledgement form attached to this Agreement.

(C) If Franchisee or any of Franchisee's Associates violates any provision of Section 12, H&R Block will be entitled to an accounting of the revenue received as the result of that activity and to the payment of royalties based on that revenue as provided for in Section 6 of this Agreement. This remedy will not affect any other rights or remedies that H&R Block may have against Franchisee or Franchisee's Associates, including the right to seek injunctive relief from irreparable or incalculable harm.

(D) If the scope of any restriction in Section 12 is too broad to permit enforcement to its full extent, the restriction will be enforceable to the maximum extent permitted by law and may be judicially modified in any proceeding brought to enforce it. H&R Block may unilaterally reduce the scope of any restriction contained in Section 12 immediately upon notice to Franchisee.

(E) The violation by Franchisee or any of Franchisee's Associates of any provision of Section 12 will cause irreparable injury to H&R Block, and H&R Block will be without an adequate remedy at law. H&R Block will be entitled to preliminary and permanent injunctive relief in any proceeding that H&R Block may bring to enforce any provision of Section 12, without the necessity of proof of actual damage.

(F) For each person employed in the Franchised Business in a supervisory capacity or to prepare tax returns, Franchisee will require the employee to enter into an agreement containing covenants in a form prescribed by H&R Block in the Manual and providing for enforcement of those covenants by H&R Block as a third-party beneficiary. Franchisee will not waive any obligation under any of the covenants required by this Section 12.2(F) without H&R Block's prior written consent. Franchisee will promptly provide H&R Block with a copy of each

fully-signed agreement upon request. Franchisee's failure to comply with this Section 12.2(F) will constitute a default under this Agreement, for which Franchisee will, in addition to any other rights and remedies available to H&R Block, indemnify H&R Block in accordance with Section 21 of this Agreement for all business lost by H&R Block ~~or~~ its affiliates, and their respective franchisees as a result of the failure of Franchisee to obtain the covenants required.

(G) If during the term of this Agreement, Franchisee or any Franchisee's Associate conceives or develops any Improvements, Franchisee will fully disclose the Improvements to H&R Block ~~and~~ refrain from disclosing the Improvements to others, and ~~will~~ obtain H&R Block's written approval before using the Improvements. Any Improvement will be Confidential Information and subject to the limitations set forth in Section 12. Any Improvement may be used by H&R Block, its affiliates, and ~~all other~~ their respective franchisees without any obligation to Franchisee for royalties or other fees. Franchisee assigns to H&R Block all rights to any Improvements, including the right to grant sublicenses to any Improvement. H&R Block or its affiliate may apply for and own copyrights, patents, trade names, trademarks, and service marks relating to any Improvement, and Franchisee will cooperate with H&R Block or its affiliate in securing those rights. Improvements will be the property and trade secrets of H&R Block or its affiliate. H&R Block or its affiliate will authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized by H&R Block or its affiliate for use by other franchisees generally.

(H) Franchisee agrees and acknowledges that the restrictions contained in this Section 12 are reasonable and necessary to protect the legitimate protectable interests of H&R Block and its affiliates, including customer contacts, trade secrets, and Confidential Information. Franchisee further agrees and acknowledges that strict compliance with the restrictions and terms of Section 12, including the mileage limitations for the territorial restrictions set forth in this Section 12.2, is reasonable and necessary to protect those interests.

13. Termination by H&R Block without Affording Franchisee an Opportunity to Cure Its Default. In addition to any other remedies provided or available to H&R Block, H&R Block may terminate this Agreement immediately upon the giving of written notice to Franchisee, without affording Franchisee an opportunity to cure its default (unless otherwise required by applicable law), on the occurrence of any of the following events, each of which will constitute a default and a material breach of this Agreement by Franchisee:

(A) The adjudication of Franchisee as bankrupt or insolvent or the filing of any petition by or against Franchisee under any bankruptcy statute unless the petition is dismissed within 30 days after it is filed;

(B) Franchisee becomes insolvent, makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts when due;

(C) The appointment of any receiver, trustee, or similar officer to take charge of all or any part of the Franchised Business, or any attachment, execution, levy, seizure, or appropriation by any legal process of Franchisee's interest in this Agreement, unless the appointment of an officer is vacated or discharged, or the effect of a legal process is otherwise released, within 30 days;

(D) Proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee;

(E) A final judgment against Franchisee or any of Franchisee's Associates in any amount H&R Block deems material (but in no event less than \$10,000) remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed);

(F) Franchisee is dissolved;

(G) Execution is levied against Franchisee's business or property for unsatisfied debts or judgments of \$10,000 or more;

(H) The real or personal property of Franchised Business is sold after levy upon it by any sheriff, marshal, or constable;

(I) Franchisee or any of Franchisee's Associates commits or is convicted of, or has pleaded guilty or no contest to, a felony or any other crime or offense that is reasonably likely, in the opinion of H&R Block, to adversely affect the Franchised Business, the Licensed Marks, the H&R Block System or the associated goodwill;

(J) Franchisee or any of Franchisee's Associates abandons or ceases to operate any Approved Location during minimum standard office hours for 3 consecutive days during a Tax Season;

(K) Franchisee is suspended from or denied permission to participate in the Internal Revenue Service Electronic Filing Program or any successor program;

(L) Franchisee or any Principal, partner, shareholder, member, or trustee of the Franchisee purports to effect a Transfer without H&R Block's prior written consent, contrary to Section 18 of this Agreement;

(M) Competition, disclosure, or other conduct by Franchisee or any of Franchisee's Associates that violates Section 12 of this Agreement;

(N) H&R Block gives Franchisee notice, at one time or cumulatively, of more than 3 defaults under this Agreement and any other H&R Block franchise agreement entered into by Franchisee, its Principal, or any of Franchisee's affiliates during any 12-month period, regardless of whether the defaults have been cured by Franchisee;

(O) Franchisee or any of Franchisee's Associates knowingly: (1) falsifies any books or records required to be maintained by this Agreement, (2) submits any false report to H&R Block, or (3) commits any other act of fraud;

(P) Franchisee refuses to allow H&R Block to inspect Franchisee's books and records as provided under Section 11 of this Agreement;

(Q) Franchisee or Principal, as applicable, makes any false representation or fails to comply with any warranties as described in Sections 22 and 38 of this Agreement;

(R) Franchisee fails to maintain the insurance required by Section 10.10;

(S) Franchisee ~~or~~ Principal, or any of Franchisee's Associates engages in any act, conduct, or practice that H&R Block, in its sole judgment, deems to be deceptive, misleading, unethical, or otherwise contrary to or in conflict with the reputation and image of the H&R Block System, including the preparation or filing of fraudulent tax returns on behalf of clients; or

(T) The termination by H&R Block or by an affiliate of H&R Block, by reason of a material breach, of any other H&R Block franchise agreement to which Franchisee or one or more of Franchisee's Associates: (1) is a party or (2) owns an Equity Interest in or directly or indirectly controls a party.

14. Termination by H&R Block with an Opportunity Afforded to Franchisee to Cure Its Default. Except as otherwise provided in Section 13, H&R Block may terminate this Agreement after affording Franchisee an opportunity to cure its default upon the occurrence of any of the following events, each of which will constitute a default and a material breach of this Agreement by Franchisee:

(A) Failure of Franchisee or Franchisee's Associates to perform or comply with any obligation imposed on Franchisee or Franchisee's Associates by this Agreement, including Franchisee's obligations to maintain books and records, to submit reports to H&R Block when due, and to satisfy the requirements of Sections 19, 20, and 21;

(B) Franchisee's or any of Franchisee's Associates' failure to pay federal, state, or local taxes when due, whether business or personal tax obligations;

(C) Franchisee's failure to comply with any law or regulation applicable to the Franchised Business;

(D) Franchisee's failure to make payments of money owed to H&R Block or an affiliate of H&R Block under this Agreement or any other agreement;

(E) Franchisee's improper use of the H&R ~~Block's~~ BLOCK Brand name or any of the Licensed Marks;

(F) Franchisee operates the Franchised Business or sells Authorized Products from a location which has not been approved by H&R Block;

(G) Franchisee defaults under any lease with any third party covering any Approved Location and fails to cure the default to the satisfaction of the third party within any cure period granted to Franchisee by that party; or

(H) Franchisee abandons or ceases to operate any Approved Location during minimum standard office hours for 5 consecutive days during Preseason.

H&R Block's notice to Franchisee will state the nature of the breach and will give Franchisee at least fifteen (15) days before the effective date of termination to cure the default. Franchisee may avoid termination by immediately initiating a remedy to cure the breach and curing it to H&R Block's satisfaction within the 15-day cure period or longer period if required by applicable law. If the breach is not cured within the specified time, or the longer period that applicable law may require, this Agreement will terminate immediately upon notice to Franchisee.

15. Termination by Franchisee.

(A) Unless Franchisee is in default under this Agreement or under any other agreement with or obligation to H&R Block or any affiliate of H&R Block, Franchisee may, effective on June 1 of any year during the term of this Agreement, terminate this Agreement by giving H&R Block at least 30 days' advance written notice of the termination. Franchisee will pay H&R Block a lump-sum payment, due upon the effective termination date, equal to 25% of the aggregate gross sales of the Franchised Business,

excluding applicable sales taxes Franchisee collects and remits to the appropriate taxing authorities, but without deduction of any other costs and expenses whatsoever (for purposes of this Section 15 “Gross Sales”) for the 3 years immediately preceding the termination. If this Agreement has been in effect for fewer than 3 years before termination, the payment will be one hundred percent (100%) of the Gross Sales for the year immediately before termination. The payment will be as compensation to H&R Block for its time, effort, and expense in selecting and training Franchisee and in assisting Franchisee in establishing and operating the Franchised Business and will be in addition to any and all other rights and remedies that H&R Block may be entitled to upon termination of this Agreement, including the right to recover any royalties and other amounts owed to H&R Block, the right to any injunctive or other relief to which H&R Block may be entitled, and the right to indemnity under Section 21.

(B) If Franchisee terminates this Agreement as provided in this Section 15, the post-termination restrictions contained in Section 12.2(B) of this Agreement will not apply; however, Franchisee will immediately comply with the obligations set out in Section 16 of this Agreement and all of Franchisee’s other post-termination obligations contained in any other agreement with H&R Block.

16. Franchisee’s Duties Upon Expiration or Termination of the Agreement. Upon expiration or termination of this Agreement for any reason, all rights of Franchisee under this Agreement will end; and unless a successor franchise agreement has been entered into as provided for in Section 4.2, Franchisee will, at Franchisee’s sole cost and expense, immediately:

(A) Pay all sums owing to H&R Block and its subsidiaries and affiliates. If termination is for any default by Franchisee, the sums to be paid to H&R Block will include all damages, costs, and expenses, including reasonable attorney’s fees, incurred by H&R Block as a result of the default including any enforcement of Franchisee’s post-termination obligations. This obligation will give rise to a lien in favor of H&R Block against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and at the Approved Locations at the time of expiration or termination;

(B) Permanently cease to operate the Franchised Business and discontinue the use, directly or indirectly, of the Licensed Marks, the H&R Block System, and all Confidential Information acquired by Franchisee during the term of or as a result of this Agreement;

(C) Permanently discontinue the use of all furniture, furnishings, advertising materials, stationery, forms, and other articles that display any of the Licensed Marks;

(D) Permanently discontinue all advertising that in any manner uses any of the Licensed Marks or refers to the H&R Block BLOCK Brand, and refrain from representing to the public (directly or by implication) that Franchisee was or is associated with H&R Block or remains an authorized H&R Block franchisee, and thereafter distinguish Franchisee’s business, if any, so clearly from that of the H&R Block BLOCK Brand as to avoid all possibility of any confusion by the public;

(E) Take all action that may be necessary to cancel any assumed name or equivalent registration that contains any of the Licensed Marks, and furnish H&R Block with evidence satisfactory to H&R Block of compliance with this obligation within 30 days after termination or expiration of this Agreement;

(F) Deliver to H&R Block:

(1) All supplies, signage, and other items loaned or otherwise provided to Franchisee by H&R Block or its affiliates under Section 7 of this Agreement;

(2) All software provided to Franchisee by H&R Block or its affiliates under Section 8 of this Agreement and all copies thereof in Franchisee's possession or control, regardless of whether the copies were authorized by H&R Block or its affiliates;

(3) All copies of the Manual and any of its provisions, whether maintained electronically or in any other manner, regardless of whether the copies were authorized by H&R Block;

(4) All Client Data generated or acquired by the Franchised Business, whether maintained electronically or in any other manner (and all codes or other information necessary to access the data), including all copies of client tax returns. All Client Data required to be delivered to H&R Block will be the sole property of H&R Block, and H&R Block and its affiliates will have the sole right to use any Client Data in connection with the subsequent preparation of tax returns and performance of Authorized Services for the client. Franchisee will allow H&R Block to delete all electronic data contained on the servers used by the Franchised Business. Notwithstanding the above, Franchisee may retain a list of the minimum information relating to the identity of clients served by Franchisee that Franchisee may be required by law to maintain for the period that the information is required by law to be maintained; and

(5) All other Confidential Information;

If Franchisee fails or refuses to comply with its obligations under this Subsection (F), H&R Block may enter the premises formerly used by the Franchised Business, without being guilty of trespass or any other crime or tort, to remove signage, marketing, and any other property of H&R Block or its affiliates that is not taken down or otherwise returned as required by this Subsection (F), at the expense of Franchisee, which amount Franchisee agrees to pay upon demand;

(G) Assign to H&R Block all rights to the telephone number(s) of the Franchised Business, any related telephone directory listings, all e-mail addresses, URLs, domain names, internet listings, internet accounts, and other business listings used by the Franchised Business (including, but not limited to, any authorized social media accounts), and sign all forms and documents that may be required to transfer the service, numbers, addresses, names, listings, and accounts to H&R Block. Regardless of any forms and documents that may have been signed by Franchisee under this Subsection (G), Franchisee hereby irrevocably appoints H&R Block as Franchisee's true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking any necessary action to complete the assignments required by this Subsection (G). The power of attorney will survive the expiration or termination of this Agreement. Franchisee will thereafter use different telephone numbers, addresses, names, listings, and accounts at or in connection with any subsequent business conducted by Franchisee;

(H) Assign to H&R Block, at H&R Block's request, whatever right, title, and interest Franchisee may have in and to all leases or subleases covering real property then used in connection with the Franchised Business that H&R Block elects to assume. Franchisee hereby irrevocably appoints H&R Block as Franchisee's true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking any necessary action to complete the assignments required by this Subsection (H). The power of attorney will survive the expiration

or termination of this Agreement. If Franchisee owns the real property from which the Franchised Business was conducted, then for a continuous uninterrupted period of 2 years after expiration or termination of this Agreement, neither Franchisee nor Franchisee's Associates will use, sell, lease, or allow any other person to use the property (other than H&R Block or a person approved by H&R Block) to conduct a business offering services similar to any of the Authorized Services. If at any time during that 2-year period Franchisee or Franchisee's Associates (as the case may be) fail to comply with their obligations under this Subsection H, that period of non-compliance will not be credited toward satisfaction of the 2-year obligation of the person who failed to comply; ~~and~~

(I) If H&R Block does not elect to exercise its options under Section 16(H) to acquire the lease or sublease for the Franchised Business premises, Franchisee will make all modifications or alterations to the Franchised Business premises that are necessary to distinguish the appearance of the premises from that of Network Offices and will make any specific additional changes that H&R Block reasonably requests. If Franchisee fails or refuses to do so, H&R Block may enter the premises formerly used by the Franchised Business, without being guilty of trespass or any other crime or tort, to make the changes required by this Section 16, at the expense of Franchisee, which amount Franchisee agrees to pay upon demand; and

(J) Upon request, Franchisee will promptly provide or make available to H&R Block records, including any IRS-generated information reports (e.g., EFIN Status/ERO Activity Report) to enable H&R Block to determine whether Franchisee is complying with its post-termination obligations under this Agreement. Franchisee will also promptly provide or make available to H&R Block any information and financial or business records concerning any other business in which Franchisee or any of Franchisee's Associates (or ~~his or her~~their spouse or child) has an interest that offers services that are the same as or similar to those offered by the Franchised Business.

17. H&R Block's Right of First Refusal.

If Franchisee or any holder of an Equity Interest in Franchisee desires to effect a Transfer, H&R Block will have the option, exercisable within 30 days after H&R Block's receipt of all materials and information described below, to purchase the interest proposed to be transferred in accordance with the following:

(A) Franchisee will notify H&R Block in writing of any bona fide offer to purchase an interest that would constitute a Transfer under this Agreement that the transferor wishes to accept. The notice will include a complete description of all terms and fees of the proposed Transfer in the manner prescribed by H&R Block, and the prospective transferee's name, address, financial qualifications, and previous 5-years business experience;

(B) Franchisee will provide H&R Block with a copy of any written offer or agreement to purchase, signed by the proposed transferee, together with copies of any documents referenced in the offer or agreement. If all material terms of the proposed sale are not described in the offer or agreement, Franchisee will provide details of all the terms in its submission to H&R Block, accompanied by the proposed transferee's written agreement to the terms;

(C) Franchisee will provide H&R Block with any additional information, agreements, certifications, or documents that H&R Block requests for use in evaluating whether to exercise its right of first refusal;

(D) Upon receipt of H&R Block's request, Franchisee or the proposed transferee will promptly provide H&R Block with access to any real or personal property, documents, or records relevant to the transaction or to the interest which is the subject of the Transfer. Within 30 days after H&R Block's receipt of all required materials, H&R Block will notify Franchisee whether H&R Block will exercise its option to acquire the interest to be transferred, or of the conditions, if any, under which H&R Block will approve the proposed Transfer;

(E) If H&R Block exercises its right of first refusal, the transferor will Transfer the interest to H&R Block or to its designee pursuant to an agreement to purchase that contains the material terms to which the transferor and the proposed transferee had agreed. If the offer or proposed purchase contract omitted any terms customarily addressed in a transfer of an interest of the type that is the subject of the transaction, H&R Block may supply those terms in the purchase agreement and related documents; and

(F) If the consideration, terms, or conditions offered by the third party are such that H&R Block or its nominee cannot reasonably furnish the same consideration, terms, or conditions, H&R Block or its nominee, as appropriate, may purchase the interest proposed to be transferred for the reasonable equivalent in cash. If the Parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and conditions offered by the third party, an independent appraiser will be designated by H&R Block, and the appraiser's determination will be binding.

This Section 17 will not apply and H&R Block will not have a right of first refusal with respect to the following: (1) any Transfer not subject to H&R Block's approval under Section 18; (2) if Franchisee is an individual, any Transfer to Franchisee's spouse, son, daughter, brother, or sister, or any or all of them, or to a corporation, partnership, trust or other legal entity in which no one other than Franchisee, Franchisee's spouse, son, daughter, brother or sister, or any or all of them, owns an interest; or (3) any Transfer required under Section 20 relating to Franchisee's death or Incapacity.

18. Transfer of Interest.

18.1 Transfers by Franchisee and Franchisee's Associates. H&R Block's prior written approval will be required for any Transfer. H&R Block will not arbitrarily or unreasonably disapprove any proposed Transfer. Prior to approving a Transfer, H&R Block may require, among other things, satisfaction of any or all of the following:

(A) That H&R Block has received from Franchisee a request to Transfer that includes the name, address, and principal occupation or business activity of the proposed transferee and such other information (including financial statements, business references, the terms of the proposed transaction, and similar information) as H&R Block may reasonably request for the purpose of reviewing the proposed Transfer;

(B) That Franchisee is in full compliance with all of the terms and conditions of this Agreement;

(C) If the Transfer is of this Agreement, that Franchisee and Principal remain liable for the performance of their obligations contained in this Agreement through the date of Transfer and sign all instruments reasonably requested by H&R Block to evidence that liability;

(D) That the transferee or the transferee's proposed principal satisfy H&R Block's then existing criteria for a franchisee including: (1) education; (2) business skill, experience, and aptitude; (3) character and reputation; and (4) financial resources;

(E) That, at H&R Block's option, the transferee and all owners of any record or beneficial interest in the capital stock (or other interest) of the transferee enter into H&R Block's then-current form of franchise agreement and related instruments and guarantees. H&R Block's then-current form of franchise agreement may contain terms materially different from this Agreement, including higher fees and may, at H&R Block's option, be for a term equal to the then-unexpired term of this Agreement or the full term of the then-current form of franchise agreement. If H&R Block elects to have the transferee enter into H&R Block's then-current form of franchise agreement, this Agreement will expire upon the later of H&R Block's written approval of the Transfer or the time that the transferee enters into H&R Block's then-current form of franchise agreement;

(F) That Franchisee and Principal sign a general release, in a form satisfactory to H&R Block, of any and all claims against H&R Block, its affiliates, and the officers, directors, members, shareholders, partners, agents, representatives, independent contractors, servants, and employees of each of them, in their corporate and individual capacities;

(G) That Franchisee pay a Transfer fee of \$2,500;

(H) That at the transferee's expense, the transferee and any of the transferee's employees responsible for the operation of the Franchised Business satisfactorily complete the training that H&R Block may then require; and

(I) If the proposed transferee is an estate, trust, corporation, limited liability company, or partnership, Franchisee will also provide to H&R Block:

(1) The name, address, and principal occupation of each executor or executrix, trustee, officer, director, member, or partner, as the case may be, of the transferee;

(2) The name, address, principal occupation and ownership interest of each holder of an Equity Interest in the transferee; and

(3) The name, address, business experience, and any other information (including financial statements and business references) that H&R Block may request regarding the transferee's proposed principal.

H&R Block will have 30 days from the date that all of the conditions set forth above have been satisfied and the request for Transfer and all related documents and information have been received at H&R Block's office to which notices are to be sent under this Agreement to approve or disapprove the proposed Transfer. Except as described in Section 18.1(E), if H&R Block approves the proposed Transfer, the Transfer will become effective upon the written approval of H&R Block. If H&R Block disapproves the proposed Transfer, H&R Block will give Franchisee written notice of the reason or reasons for the disapproval within the 30-day period.

If a Transfer is of the transferor's entire interest in this Agreement or Franchisee, the transferor will personally comply with all of the post-termination restrictions set out in Section 12.2 of this

Agreement with the 2-year period described in Section 12.2(B) to run from the date the Transfer becomes effective.

An assignment of this Agreement to a Controlled Entity will not be subject to the Transfer requirements; however, Franchisee will notify H&R Block in writing at the time of the assignment of the name of the Controlled Entity, the effective date of the assignment, and the name and address of each officer, director, and holder of an Equity Interest in the Controlled Entity, and Franchisee will thereafter notify H&R Block in writing of any changes in the ownership of the Controlled Entity. If this Agreement is assigned to a Controlled Entity, Franchisee will remain Principal until a new Principal is appointed and approved by H&R Block or until an approved Transfer occurs.

Franchisee's interest in this Agreement may be mortgaged or pledged without H&R Block's approval, provided no Transfer of Franchisee's interest on the foreclosure of the mortgage or pledge is effective until all of the requirements set forth in this Section 18 have been satisfied. No mortgage or pledge will limit H&R Block's right to terminate this Agreement according to its terms.

18.2 Public Offerings. Securities in Franchisee may be offered only with the prior written approval of H&R Block, which will not be unreasonably withheld. H&R Block's approval will be subject to the following:

(A) That all registration materials required for the offering by federal or state law have been submitted to H&R Block for review prior to being filed with any government agency;

(B) That no offering material (for either a public or private offering) will express or imply (by use of the Licensed Marks or otherwise) that H&R Block is participating in an underwriting, issuance, or public offering of Franchisee or H&R Block securities. H&R Block may, at its option, require the offering materials to contain a written statement prescribed by H&R Block concerning the limitations described in the preceding sentence;

(C) That Franchisee and the other participants in the registration and offering have fully indemnified H&R Block in connection with the offering;

(D) That for each proposed public offering, other than offerings which are exempt from registration, Franchisee has paid to H&R Block a non-refundable fee of \$10,000 or a greater amount as is necessary to reimburse H&R Block for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees;

(E) That H&R Block has received a legal opinion from counsel satisfactory to H&R Block stating: (1) that the offering materials and the conduct of the securities offering comply in all material respects with all applicable laws, and (2) that neither the conduct nor consummation of the securities offering will result in a violation of any anti-terrorism or anti-money laundering laws; and

(F) That Franchisee has given H&R Block at least 60-days' prior written notice before the effective date of any offering or other transaction covered by this Section 18.2.

18.3 Transfers by H&R Block. H&R Block will have the right to transfer or assign this Agreement, the H&R Block System, Confidential Information, and all or any part of its rights or obligations under this Agreement or its interest in the H&R Block System and Confidential Information to any person or legal entity without the consent of Franchisee. Any transferee or assignee of this Agreement from H&R Block will become solely responsible for all obligations of H&R Block under this

Agreement from the date of the transfer or assignment. Without limiting the foregoing, H&R Block may sell its assets (including its rights in the Licensed Marks and the H&R Block System) to a third party; may offer its securities privately or publicly; may merge with or acquire other legal entities; or be acquired by another legal entity; and may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. With regard to any or all of the above transfers, sales, assignments, and dispositions, Franchisee waives any claims, demands, or damages against H&R Block or its affiliates arising from or related to H&R Block's transfer of its rights in this Agreement, the H&R Block System, or Confidential Information to any other party. Nothing contained in this Agreement will require Franchisor to remain in the business of operating or licensing the operation of Network Offices or other businesses or to offer any services or products to Franchisee, whether or not bearing the Licensed Marks, if H&R Block transfers or assigns its rights in or obligations under this Agreement and the H&R Block System.

19. Change of Principal. Except as described in Section 20, if Franchisee is an entity, Franchisee will throughout the term of this Agreement have an approved Principal. If Franchisee desires to designate a replacement Principal, Franchisee will notify H&R Block in writing and provide to H&R Block in the form H&R Block may request the name, address, and other information (including financial statements, business references, and similar information) that H&R Block reasonably requests regarding the proposed replacement Principal. H&R Block will have 30 days after receipt of all of the above information to approve or disapprove the proposed replacement Principal, and H&R Block's approval will not be unreasonably withheld. If H&R Block disapproves the proposed Principal, H&R Block will provide written notice setting forth the reason or reasons for the disapproval. If H&R Block approves the proposed Principal, the proposed Principal will sign the documents required by H&R Block to become Principal and promptly forward them to H&R Block. If the proposed Principal fails or refuses to promptly sign the documents or if at any time during the term of this Agreement Franchisee fails to have a Principal approved by H&R Block, H&R Block will have the right to terminate this Agreement.

20. Death or Incapacity.

20.1 Notice to H&R Block. Within 10 days after the death or Incapacity of Franchisee (if a natural person) or Principal, Franchisee or a representative of Franchisee will notify H&R Block of the death or Incapacity in writing. Any Transfer upon death or Incapacity will be subject to the same terms and conditions set out in Section 18 for any *inter vivos* Transfer.

20.2 Transfer upon Death. Within 6 months after the date of death of Franchisee (if a natural person) or Principal, the executor, administrator, or other personal representative of the deceased will Transfer the interest of the deceased in this Agreement or Franchisee to a third party approved by H&R Block. If no personal representative is designated or appointed and no probate proceedings are instituted with respect to the estate of the deceased, the distributee of the interest of the deceased must be approved by H&R Block. If the distributee is not approved by H&R Block, the distributee will transfer the interest of the deceased to a third party approved by H&R Block within 6 months after the date of death of the deceased.

20.3 Transfer upon Incapacity. Upon the Incapacity of Franchisee (if a natural person) or Principal, H&R Block may require the interest of Franchisee or Principal to be transferred to a third party approved by H&R Block within 6 months after notice was required under Section 20.1. If the Parties disagree as to whether a person is Incapacitated, the existence of the Incapacity will be determined by a licensed, practicing physician selected by H&R Block, upon examination of the person. If the person refuses to submit to an examination, for the purpose of this Section 20, the person will be considered Incapacitated as of the date of refusal. The costs of any examination required by this Section 20 will be paid by H&R Block.

20.4 Failure to Transfer. If an interest is not transferred upon death or Incapacity as required in this Section 20, the failure will constitute a material event of default under this Agreement.

21. Indemnification.

21.1 Franchisee's Duty to Indemnify. Franchisee will indemnify, defend (using counsel chosen by H&R Block), and hold harmless each Indemnitee from all Losses and Expenses incurred or assessed as a result of any act, error, or omission, or any alleged act, error, or omission of Franchisee, Franchisee's Associates, or any of their agents, representatives, independent contractors, or employees in connection with this Agreement or the Franchised Business.

21.2 Notice and Counsel. Franchisee will give H&R Block immediate notice of any Action. H&R Block may engage, at Franchisee's expense, separate counsel to represent the Indemnitees in the Action or elect to assume (but under no circumstance will H&R Block be obligated to undertake) the defense or reasonable settlement of any Action.

21.3 Settlement and Remedial Actions. H&R Block may, at any time and without notice to Franchisee, consent or agree to a settlement of or take other remedial or corrective actions with respect to any Action. H&R Block's election to settle any Action will not diminish Franchisee's obligation to defend, indemnify, and hold the Indemnitees harmless from all Losses and Expenses. Franchisee will pay all Losses and Expenses incurred by H&R Block or any Indemnitees regardless of the terms of any settlement that H&R Block enters into or the success or failure of any defense or remedial action that H&R Block undertakes.

21.4 Third-Party Recovery. Under no circumstances will the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain their right to recovery under this Section 21. The failure to pursue recovery from third parties or to mitigate loss will in no way reduce the amounts recoverable from Franchisee by Indemnitees.

21.5 Survival. The terms of this Section 21 will survive the termination, expiration, or Transfer of this Agreement or any interest herein.

22. Representations and Warranties.

22.1 Representations, Warranties, and Covenants of Franchisee. If Franchisee is not an individual, Franchisee and Principal represent, warrant, and covenant to H&R Block that:

(A) **Due Incorporation.** Franchisee is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to enter into this Agreement and perform the obligations contained herein.

(B) **Authorization.** The execution, delivery, and performance by Franchisee of this Agreement and all other agreements contemplated by this Agreement has been duly authorized by all requisite actions on the part of Franchisee, and no further actions are necessary to make this Agreement or the other agreements valid and binding upon it and enforceable against it in accordance with the respective terms.

(C) **Execution and Performance.** Neither the execution, delivery, nor performance by Franchisee of this Agreement or of any other agreement contemplated by this Agreement will conflict with or result in a breach of any term or provision of Franchisee's charter or governing documents or of any indenture, mortgage, deed of trust, or other contract or agreement to which

Franchisee is a party or by which it or any of its assets are bound, or violate any order, writ, injunction, or decree of any court, administrative agency, or governmental body.

(D) **Corporate Documents.** Certified copies of Franchisee's charter and governing documents and any amendments thereto, including board of director's or partner's resolutions authorizing this Agreement, have been delivered to H&R Block.

(E) **Ownership Interests.** All equity or membership interests in Franchisee are accurately and completely described in Exhibit B. Franchisee will maintain at all times a current list of all owners and members of record and all beneficial owners of equity or membership interests in Franchisee. Franchisee will make the list available to H&R Block upon request.

(F) **Stop-Transfer Instructions.** If Franchisee is a corporation, Franchisee will maintain stop-transfer instructions against the transfer on Franchisee's records of any of its equity securities, and each stock certificate will have conspicuously endorsed upon it a statement in a form satisfactory to H&R Block that the certificate is held subject to all restrictions imposed upon assignments by this Agreement; but the requirements of this Section 22.1.(F) will not apply to the transfer of equity securities of a publicly-held corporation. If Franchisee is a partnership or limited liability company, its written partnership or limited liability company agreement will provide that ownership of an interest in the partnership or limited liability company is held subject to all restrictions imposed upon assignments by this Agreement.

If Franchisee is an individual, Franchisee represents, warrants, and covenants that neither the execution, delivery, nor performance by Franchisee of this Agreement or any other agreements contemplated by this Agreement conflicts with or results in a breach of any contract or agreement to which Franchisee is a party or a violation of any order, writ, injunction, or decree of any court, administrative agency, or governmental body.

22.2 Financial Statements. Franchisee and, at H&R Block's request, Principal have provided H&R Block with their most recent financial statements in the form and for the time periods specified by H&R Block. The financial statements: (a) present fairly Franchisee's financial position and the financial position of Principal, as applicable, at the dates indicated therein and, with respect to Franchisee, the results of its operations and cash flow for the periods then ended; (b) are certified as true and correct by the Franchisee's Principal or other authorized representative, as applicable; and (c) have been prepared in conformity with generally accepted accounting principles in the United States, applied on a consistent basis. No material liabilities, adverse claims, commitments, or obligations of any nature, whether accrued, unliquidated, absolute, contingent, or otherwise, exist as of the date of this Agreement that are not reflected as liabilities on Franchisee's financial statements or those of Principal.

23. Choice of Remedies. The remedies provided to H&R Block in this Agreement will be cumulative and non-exclusive. The choice of any remedy will not preclude H&R Block from pursuing any other remedy available to it.

24. Franchisee's Relationship to H&R Block. Neither party will be a joint venturer, joint employer, partner, agent, fiduciary, or employee of the other; neither party will have any power to bind or obligate the other; and neither party will be liable to any person for any debts or liabilities incurred by the other. This Agreement will establish an independent contractor relationship. Franchisee will not hold itself out as the agent, joint employer, employee, partner, or joint venturer of H&R Block or its affiliates, except when expressly authorized by H&R Block or its affiliate to do so. All employees hired by or working for Franchisee will be solely the employees of Franchisee and not employees of H&R Block or its affiliates or subject to H&R Block's or its affiliates' control. Specifically, Franchisee will have

exclusive control over all employment-related decisions, including decisions concerning hiring, firing, wages, conditions of employment, discipline, staffing, or any other day-to-day management of employees. H&R Block ~~has~~and its affiliates have no obligation or right to control any franchise employment issue. Neither party will enter into contracts or commitments in the name of or on behalf of the other in any respect whatsoever.

25. Non-Waiver of Breach. Neither party's failure to exercise any right or remedy or to enforce any obligation, covenant, or agreement contained in this Agreement will constitute a waiver by, or estoppel of, that party's right to enforce strict compliance with any obligation, covenant, or agreement contained in this Agreement. No custom or practice will modify or amend this Agreement. Neither party's waiver of, or failure or inability to enforce, any right or remedy will impair that party's rights or remedies with respect to any subsequent default of the same, similar, or different nature. Acceptance of any payment will not waive any default.

26. Judgment; Discretion. H&R Block may exercise any discretion conferred by this Agreement in accordance with its business judgment, which may be based on, among other considerations, H&R Block's view of its own business interests and of the interests of the brand associated with the Licensed Marks. Franchisee understands that H&R Block's exercise of its discretion may not result in a decision that is in the best interests of Franchisee.

27. Cancellation of Prior Understandings; Amendments.

27.1 Entire Agreement. This Agreement is the full understanding by and between the Parties, and any and all prior inducements, understandings, agreements, or commitments of any kind, oral or written, regarding the subject matter of this Agreement are hereby superseded and cancelled, with no further liabilities or obligations of the Parties except for any amounts due and unpaid between the Parties to this Agreement at the time this Agreement is signed. Nothing in this or any related agreement; however, is intended to disclaim the representations H&R Block makes in the disclosure document described in Section 38.3 hereof.

27.2 Absence of Financial Performance Representations. Franchisee acknowledges that neither H&R Block nor any of its agents or employees has made any representations, orally or in writing, in regard to the average, actual, projected, or other earnings, profit, or income relating to the franchise granted under this Agreement or has made any other claim regarding the financial or other potential success of the franchise provided; however, that if this Agreement is being executed in conjunction with Franchisee's acquisition and continued operation of an existing Network Office, H&R Block may have provided the actual operating results of such existing Network Office to Franchisee prior to the execution of this Agreement.

27.3 Amendment Only in Writing; Representations in Franchise Disclosure Document. Except as expressly provided herein, this Agreement may be amended only by a writing signed by the Parties. Nothing in this or any related agreement is intended to disclaim the representations H&R Block made in its franchise disclosure document.

28. Survival. The provisions of Sections 12, 16, 21, 22, and all other provisions of this Agreement that by the nature of the rights and obligations contained in those provisions extend beyond the term of this Agreement, will survive the expiration or termination of this Agreement.

29. Applicable Law; Partial Invalidity.

29.1 Choice of Law. This Agreement and all claims arising from or in any way related to the relationship between the Parties will be governed by the laws of the State of Missouri, without regard to its conflict of law rules, except that any Missouri law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Subsection.

29.2 Choice of Venue. Any legal proceeding instituted by Franchisee, Franchisee's Associates, or Principal against H&R Block or its officers, employees, or affiliates, whether or not arising out of or relating to this Agreement, will be brought only in a federal or state court located in Jackson County, Missouri. Franchisee, Franchisee's Associates, and Principal irrevocably submit to the personal jurisdiction of those courts and waive any objection he, she, or it might have to either the jurisdiction of or the venue in those courts. H&R Block may initiate legal proceedings against Franchisee, Franchisee's Associates, or Principal in a federal or state court located in Jackson County, Missouri, or in any other judicial district where the Franchisee operates or operated an Approved Location.

29.3 Severability. If all or any portion of any covenant contained in this Agreement is held unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which H&R Block is a party, Franchisee, Franchisee's Associates, and Principal will be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement. If any term, covenant, or provision of this Agreement, or its application, is so determined to be unenforceable, the remaining terms, covenants, and provisions of this Agreement will continue in full force and effect without regard to the invalid or unenforceable provision. However, if any term of this Agreement is so determined to be invalid or unenforceable and the determination materially and adversely affects, in H&R Block's reasonable judgment, H&R Block's ability to realize its rights in, or the goodwill underlying, the License Marks, the H&R Block System, or the Confidential Information, or materially affects H&R Block's other rights under this Agreement, H&R Block may terminate this Agreement upon notice to Franchisee.

30. Time of the Essence. Time is of the essence with respect to any reports, inspections, audits, royalties, and fees that are due and payable to H&R Block under this Agreement.

31. Heirs, Successors, and Assigns. Subject to Section 18 and related provisions, this Agreement is binding on the respective successors, assigns, heirs, executors, administrators, and legal representatives of all Parties.

32. Notices. Except as otherwise expressly provided herein, all notices required by this Agreement will be in writing and are sufficiently given on the date delivered by hand, facsimile, email, or other electronic system; or on the date mailed postage prepaid by certified or registered mail; or on the date deposited with a reputable air courier service requesting next day or earliest delivery date available addressed as follows or to another address, email address, or facsimile number that may hereafter be given by either party to the other or to Franchisee's email address of record with H&R Block:

To Franchisor:

H&R Block Tax Services LLC
Chief Legal Officer
One H&R Block Way
Kansas City, MO 64105

To Franchisee:

At either the address referenced on page 1 or as otherwise updated in writing by Franchisee or to Franchisee's email address of record with H&R Block.

Notice to Franchisee will be effective, if sent by any method described above, on the date the notice or communication is sent.

33. Binding Effect. This Agreement is not binding on the Parties until it is signed by Franchisee and by an officer of H&R Block. This Agreement will be considered entered into in Kansas City, Missouri.

34. Legal Entity as Franchisee. H&R Block may at its sole option permit a corporation, partnership, trust, or other legal entity to sign this Agreement as Franchisee. The individual named below as Principal personally assumes and agrees to be personally bound by, faithfully perform, and cure the default of any performance of all terms, covenants, conditions, and obligations of Franchisee under this Agreement.

If Franchisee consists of more than one person or legal entity, or a combination thereof, the obligations and liabilities of each person or entity to H&R Block are joint and several.

35. Counterparts. This Agreement may be signed in any number of counterparts each of which when so signed will be an original, but all of which together will constitute one and the same instrument.

36. Headings and Use of Certain Terms. The section headings in this Agreement are for convenient reference only and will be given no substantive or interpretive effect. The words "include" and "including" will be construed to include the words "without limitation."

37. Further Assurances. Franchisee will sign and deliver to H&R Block any and all additional papers, documents, and other assurances and will do any and all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement.

38. Acknowledgments.

38.1 Independent Investigation. Franchisee and Principal acknowledge that they have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that the success of this business venture involves substantial business risks and will largely depend upon the ability of Franchisee. H&R Block expressly disclaims making, and Franchisee and Principal acknowledge that they have not received or relied on, any warranty or guaranty, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

38.2 Opportunity to Assess Risks. Franchisee and Principal acknowledge that they have received, read, and understand this Agreement and the related attachments and agreements and that H&R Block has afforded them sufficient time and opportunity to consult with advisors selected by them about the potential benefits and risks entering into this Agreement.

38.3 Receipt of Disclosure Document. Franchisee and Principal acknowledge that they have received a complete copy of this Agreement and all related attachments and agreements at least 7 days before the date on which this Agreement was signed. Franchisee and Principal further acknowledge that

they have received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled “Disclosure Requirements and Prohibitions Concerning Franchising” at least 14 days before the date this Agreement was signed.

38.4 Commercial Relationship. Franchisee and Principal acknowledge that this Agreement creates an arm’s length, commercial relationship that cannot and will not be transformed into a fiduciary or other “special” relationship by course of dealing, by any special indulgences or benefits that Franchisor bestows on Franchisee, or by inference from a party’s conduct.

38.5 Compliance with Anti-Corruption and Anti-Money Laundering Laws. Franchisee and Principal represent and warrant to H&R Block that, to the best of their knowledge, neither Franchisee, its Principal, nor managerial employees of either is identified, either by name or an alias, pseudonym, or nickname, on the lists of “Specially Designated Nationals” or “Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/). Further, Franchisee and Principal represent and warrant that, they have not violated and agree that they will not violate any law (in effect now or which may become effective in the future) prohibiting corrupt business practices, money laundering, or the aid or support of persons or entities who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act, Public Law No. 107-56 (text currently available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13224 (text currently available at <https://www.treasury.gov/resource-center/sanctions/Documents/13224.pdf>) or similar law. These are continuing representations and warranties, and Franchisee will notify H&R Block immediately in writing of the occurrence of any event or the development of any circumstance that might render any representation or warranty false, inaccurate, or misleading.

38.6 No Existing Claims. Franchisee and Principal represent, covenant, and warrant to H&R Block that, to the best of their knowledge, neither they nor an affiliate of either hold or are due, as applicable, any claims, debts, liabilities, demands, obligations, expenses, actions, or causes of action of any nature, character or description related to this Agreement against H&R Block, and its affiliates and each of their respective successors, partners and the partners, shareholders, representatives, assigns, agents, servants, employees, independent contractors, officers, and directors of each of them, in their corporate and individual capacities.

39. Limitations in the Event of Litigation.

39.1 Jury Trial Waiver and Limitation of Damages. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES ALSO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST THE OTHER. DAMAGES IN ANY ACTION WILL BE LIMITED TO THE RECOVERY OF DIRECT COMPENSATORY DAMAGES.

39.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, H&R BLOCK DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY SYSTEMS, PRODUCTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

39.3 Class Action Waiver. THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEIR RIGHT TO ASSERT OR PARTICIPATE IN ANY CLAIM, LAWSUIT, OR ARBITRATION AGAINST THE OTHER PARTY AS A MEMBER OF A CLASS.

This Agreement is binding as of the Effective Date.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

Franchisee's Associates signing below acknowledge and agree that (1) they have read the terms and conditions of this Agreement; (2) they are Franchisee's Associates as described in this Agreement; (3) notices to Franchisee's Associates are sufficiently served if sent according to Section 32 of this Agreement to the addresses shown below or to any known address; and (4) they individually, jointly, and severally agree to comply with all of the covenants and agreements of Franchisee's Associates in Section 12 of this Agreement relating to limitations on competition and disclosure.

Printed Name

Printed Name

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Signature

Signature

Date

Date

Printed Name

Printed Name

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Signature

Signature

Date

Date

EXHIBIT A
—
Franchise Territory

Franchise Territory. The Franchise Territory is as follows:

EXHIBIT B

Equity and Membership Interests in Franchisee

AMENDMENT TO FRANCHISE LICENSE AGREEMENT
NON-H&R BLOCK BUSINESS

This Amendment to Franchise License Agreement Non-H&R Block Business (“Amendment”) is entered into on _____, (“Effective Date”) between H&R Block Tax Services LLC, a Missouri _____ limited liability company (“H&R Block”) and _____ (“Franchisee”) (collectively “Parties”).

In exchange for the respective promises contained in this Amendment, the Parties agree that the Franchise License Agreement (“FLA”) signed on _____, is amended as described below. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

1. Non-H&R Block Business. In accordance with FLA Section 10.7(C) provisions, Franchisee may conduct a non-H&R Block business (“Business”) from the Approved Location identified and described below that is not part of the H&R Block System and the Franchised Business:

Business Name:

Products or services offered by the Business:

Approved Locations offering the Business:

2. Licensed Marks Prohibited. The Business may not use the H&R Block Licensed Marks, is not subject to royalties, and will be distinguished from the Franchised Business and operated as instructed in the Manual.

3. Term. Franchisee’s right to conduct the Business will extend only through the current term of the FLA and may not be assigned by Franchisee in connection with any Transfer. The right to operate the Business from the Approved Location will terminate upon the effective date of H&R Block’s approval of the Transfer unless otherwise agreed to in writing by H&R Block.

4. Indemnification. Franchisee must conduct the Business in compliance with all industry standards and laws applicable to the Business. During and after the term of this Amendment, Franchisee will defend, indemnify, and hold harmless H&R Block from and against any and all loss, damage, liability, expense (including reasonable attorneys’ fees), claims, and costs of any kind or nature arising out of or in connection with the Business, including claims arising out of alleged violations of industry standards or laws. This indemnification is in addition to Franchisee’s indemnification obligation as set forth in the FLA.

5. Breach and Termination. Franchisee’s breach of this Amendment will constitute a breach of the FLA; and if Franchisee is in breach, H&R Block may, at its sole discretion, terminate this Amendment separately from the FLA upon the required written notice.

6. Governance. If there is any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

The Parties have signed this Amendment as of the Effective Date.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

AMENDMENT TO FRANCHISE LICENSE AGREEMENT
EXTENSION OF PRESEASON HOURS

This Amendment to Franchise License Agreement Extension of Preseason Hours (“Amendment”) is entered into on _____, (“Effective Date”) between H&R Block Tax Services LLC, a limited liability company (“H&R Block”), and _____ (“Franchisee”) (collectively “Parties”).

In exchange for the respective promises contained in this Amendment, the Parties agree that the Franchise License Agreement (“FLA”) signed on _____, is amended as described below. All capitalized terms used in this Amendment, not otherwise specifically defined, will have the meanings as defined in the FLA.

1. Extension of Preseason Office Hours. The Parties agree to modify the minimum number of Preseason office hours required under FLA Section 10.4(D). Franchisee is required to maintain minimum Preseason office hours as indicated below at the designated Approved Location in the Franchise Territory:

<u>Total Tax Returns Prepared:</u>	<u>Minimum Office Hours for Preseason:</u>
0 – 2,500	2 days per week, 6 hours per day
2,500 – 4,999	3 days per week, 6 hours per day
5,000 – 7,499	4 days per week, 6 hours per day
7500 +	4 days per week, 8 hours per day

If there are multiple Approved Locations within the Franchise Territory, Franchisee must designate one Approved Location as the office that will maintain the required minimum Preseason office hours. The required minimum Preseason office hours will be adjusted annually on May 1 based on the total number of tax returns prepared at all Approved Locations in the prior Fiscal Year beginning May 1 and ending April 30. Franchisee’s minimum Preseason office hours at the designated Approved Location must be no less than the minimum Preseason office hours described in the FLA.

2. Governance. If there is any conflict between this Amendment and the FLA, the terms and conditions of this Amendment will apply.

The Parties have signed this Amendment as of the Effective Date.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: Principal

ADDENDUM TO FRANCHISE LICENSE AGREEMENT
H&R BLOCK SMALL BUSINESS – STANDARD

This Addendum to Franchise License Agreement H&R Block Small Business – Standard (“Addendum”) is entered into on _____, (“Effective Date”) between H&R Block Tax Services LLC, a _____ Missouri _____ limited liability company (“H&R Block”) and _____ (“Franchisee”) (collectively “Parties”).

In exchange for the respective promises contained in this Addendum, the Parties agree that the Franchise License Agreement (“FLA”) signed on _____, is supplemented as described below. All capitalized terms used in this Addendum, not otherwise specifically defined, will have the meanings as defined in the FLA.

H&R Block authorizes Franchisee to offer bookkeeping, payroll, non-attest and non-audit general accounting services, and any other business service identified in the Manual as Optional Services (“Services”) at any Approved Location. Franchisee will offer the Services under the terms of this Addendum.

1. Scope of Services. Franchisee may offer the Services at Approved Locations during the term of this Addendum. Other Authorized Services offered or performed under the FLA including, but not limited to income tax return preparation, will not be included within the scope of the Services.

2. Licensed Marks. Services will be conducted under the Licensed Marks and can only be offered and performed from an Approved Location. Franchisee may advertise the Services within the Franchise Territory.

3. Services Not Included. Services will not include any services for which a professional license is required by law, such as audit and attest services.

4. Obligations. H&R Block may provide software, benefits, and support for Services as set forth in the Manual, which may change at H&R Block’s discretion. Certain costs associated with the software, services, and support will be the responsibility of H&R Block, while other expenses will be the responsibility of Franchisee. These determinations are set forth in the Manual or as otherwise directed by H&R Block. Franchisee will use only Systems and software approved by H&R Block to provide the Services. Franchisee may obtain the Systems or software directly from H&R Block or from third parties as permitted or required by H&R Block in its sole discretion. Franchisee must offer Services in compliance with the terms and conditions set forth in the Manual or as otherwise directed by H&R Block. **H&R Block disclaims all warranties, whether express or implied, related to any Systems or software it provides or requires and makes no representation or warranty as to the reliability or fitness of the Systems or software used in providing Services.** Franchisee must enter all client and revenue information from the Services within 7 days of its receipt in the manner and method prescribed by H&R Block.

5. Term. The term of this Addendum begins on the Effective Date and runs concurrently with the term of the FLA referenced above. H&R Block may terminate this Addendum separately from the FLA for any reason set forth in the FLA for termination by H&R Block. Franchisee may terminate this Addendum separately from the FLA by giving H&R Block 60-days’ notice of the termination. If Franchisee terminates this Addendum, Franchisee may be required to reimburse H&R Block for any costs incurred by H&R Block.

6. Termination. If this Addendum is terminated for any reason separately from the FLA, Franchisee must immediately discontinue offering Services and must immediately deliver to H&R Block the items set forth in Section 16(F) of the FLA that apply to Services including, but not limited to, all client records and information related to Services.

7. Termination of Optional Services. If H&R Block has previously authorized Franchisee to offer Optional Services that are the same or similar to the Services authorized under this Addendum, that authorization by H&R Block is terminated and those services must be discontinued as of the first day of the month following the Effective Date of this Addendum. Thereafter, the previously authorized Optional Services will be included with Services authorized under this Addendum and all prior clients will be subject to the limitations on competition and disclosure set forth in Section 12 of the FLA. If this Addendum is terminated for any reason, H&R Block may at its sole discretion re-authorize Franchisee to conduct the Services.

8. Royalties Applicable to the Service. All of the terms and conditions of the FLA relating to Authorized Services apply to Services revenue except that the Standard Royalty Rate applicable to Services revenue is 15% and the Early Payment Royalty Rate applicable to Services revenue is 10%. For a more detailed description of the Services revenue eligible for the Services royalty rate, consult the Manual. The Standard Royalty Rate and Early Payment Royalty Rate described in Section 6 of the FLA apply to all tax return preparation revenue, regardless of whether the tax preparation services are rendered in conjunction with the Services. Reporting of gross revenue for the Service begins with respect to services performed for clients of the Service as of the first full month following the Effective Date. Services revenue is excluded from the incentive royalty rate described in Section 6 of the FLA.

9. Governance. If there is any conflict between this Addendum and the FLA, the terms and conditions of this Addendum will apply.

The Parties have signed this Addendum as of the Effective Date.

H&R BLOCK:

H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

ADDENDUM TO FRANCHISE LICENSE AGREEMENT
H&R BLOCK SMALL BUSINESS – EXISTING BUSINESS SERVICE CLIENT BASE

This Addendum to Franchise License Agreement H&R Block Small Business – Existing Business Service Client Base (“Addendum”) is entered into on _____, (“Effective Date”) between H&R Block Tax Services LLC, a Missouri limited liability company (“H&R Block”) and _____ (“Franchisee”) (collectively “Parties”).

In exchange for the respective promises contained in this Addendum, the Parties agree that the Franchise License Agreement (“FLA”) signed on _____, is supplemented as described below. All capitalized terms used in this Addendum, not otherwise specifically defined, will have the meanings as defined in the FLA.

H&R Block authorizes Franchisee to offer bookkeeping, payroll, non-attest and non-audit general accounting services, and any other business service identified in the Manual as Optional Services (“Services”) at any Approved Location Franchisee will offer the Services under the terms of this Addendum.

1. Scope of Services. Franchisee may offer the Services at Approved Locations during the term of this Addendum. Other Authorized Services offered or performed under the FLA including, but not limited to, income tax return preparation, will not be included within the scope of the Services.

2. Licensed Marks. Services will be conducted under the Licensed Marks and can only be offered and performed from an Approved Location. Franchisee may advertise the Services within the Franchised Territory.

3. Services Not Included. Services will not include any services for which a professional license is required by law, such as audit and attest services.

4. Obligations. H&R Block may provide software, benefits, and support for Services as set forth in the Manual, which may change at H&R Block’s discretion. Certain costs associated with the software, services, and support will be the responsibility of H&R Block, while other expenses will be the responsibility of Franchisee. These determinations are set forth in the Manual or as otherwise directed by H&R Block. Franchisee will use only Systems and software approved by H&R Block to provide the Services. Franchisee may obtain the Systems or software directly from H&R Block or from third parties as permitted or required by H&R Block in its sole discretion. Franchisee must offer Services and comply with the terms and conditions set forth in the Manual or as otherwise directed by H&R Block. **H&R Block disclaims all warranties, whether express or implied, related to any Systems or software it provides or requires and makes no representation or warranty as to the reliability or fitness of the Systems or software used in providing Services.** Franchisee must enter all client and revenue information from the Services within 7 days of its receipt in the manner and method prescribed by H&R Block.

5. Term. The term of this Addendum begins on the Effective Date and runs concurrently with the term of the FLA referenced above. H&R Block may terminate this Addendum separately from the FLA for any reason set forth in the FLA for termination by H&R Block. Franchisee may terminate this Addendum separately from the FLA by giving H&R Block 60-days’ notice of the termination. If Franchisee terminates this Addendum, Franchisee may be required to reimburse H&R Block for any costs incurred by H&R Block.

6. Termination. If this Addendum is terminated for any reason separately from the FLA, Franchisee must immediately discontinue offering Services and must immediately deliver to H&R Block the items set forth in Section 16(F) of the FLA that apply to Services including, but not limited to, all client records and information related to Services.

7. Termination of Optional Services. If H&R Block has previously authorized Franchisee to offer Optional Services that are the same or similar to the Services authorized under this Addendum, that authorization by H&R Block is terminated and those services must be discontinued as of the first day of the month following the Effective Date of this Addendum. Thereafter, the previously authorized Optional Services will be included with Services authorized under this Addendum and all prior clients will be subject to the limitations on competition and disclosure set forth in Section 12 of the FLA. If this Addendum is terminated for any reason, H&R Block may at its sole discretion re-authorize Franchisee to conduct the Services.

8. Royalties Applicable to the Service.

(A) All of the terms and conditions of the FLA relating to Authorized Services apply to Services revenue except that the Standard Royalty Rate applicable to Services revenue is 15% and the Early Payment Royalty Rate applicable to Services revenue is 10%. For a more detailed description of the Services revenue eligible for the Services royalty rate, consult the Manual. The Standard Royalty Rate and Early Payment Royalty Rate described in Section 6 of the FLA apply to all tax return preparation revenue, regardless of whether the tax preparation services are rendered in conjunction with the Services. Reporting of gross revenue for the Service begins with respect to services performed for clients of the Service as of the first full month following the Effective Date. Services revenue is excluded from the Incentive Royalty Rate described in Section 6 of the FLA.

(B) H&R Block will credit Franchisee for royalties owed under this Addendum for fees received from those clients from whom Franchisee had previously received a fee for performing the Services described in this Addendum (“Franchisee’s Existing Business Service Client Base”) prior to signing this Agreement. Franchisee must provide H&R Block with the names, addresses, and taxpayer identification numbers of Franchisee’s Existing Business Service Client Base as instructed by H&R Block by no later than the Effective Date of this Agreement to receive the credit. The Franchisee’s Existing Business Service Client Base cannot be amended after the Effective Date. The credit will be 10% without interest. Credits from H&R Block will be allocated to Franchisee electronically not later than 4 days after the end of the Reporting Period to which the credit relates. The credit is contingent upon (1) the absence of any default by Franchisee under the Agreement; and (2) H&R Block’s ability to receive through the H&R Block System the information required to accurately identify Franchisee’s Existing Business Service Client Base and to calculate the royalty credit due from H&R Block under this Addendum. The Service for Franchisee’s Existing Business Service Client Base will be included in the Franchised Business and operated according to the terms of the FLA, including, without limitation, the terms governing Franchisee’s use of H&R Block’s name, submission of reports, payment of royalties, and surrender of client lists upon termination or expiration of the FLA or this Addendum. In the event of a Transfer, except when the Transfer is to a Controlled Entity, the transferee will not be entitled to the royalty credit described in this section and H&R Block will not be obligated to make any allocations to transferee. The royalty credit described in this Addendum is valid for the term of the FLA and will not extend to any subsequent FLA.

9. Governance. If there is any conflict between this Addendum and the FLA, the terms and conditions of this Addendum will apply.

The Parties have signed this Addendum as of the Effective Date.

H&R BLOCK:

H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

ADDENDUM TO FRANCHISE LICENSE AGREEMENT
CONVERSION ROYALTY CREDIT

This Addendum to Franchise License Agreement Conversion Royalty Credit (“Addendum”) is entered into on _____, (“Effective Date”) between H&R Block Tax Services LLC, a Missouri _____ limited liability company (“H&R Block”) and _____ (“Franchisee”) (collectively (“Parties”).

In exchange for the respective promises contained in this Addendum, the Parties agree that the Franchise License Agreement (“FLA”) signed on _____, is supplemented as described below. All capitalized terms used in this Addendum, not otherwise specifically defined, will have the meanings as defined in the FLA.

1. Addendum. The FLA is supplemented by adding the following subsection to Section 6 Royalties and Reporting Periods:

6.5 Existing Client Base Credit. H&R Block will credit Franchisee for royalties owed under this Agreement on tax return preparation fees received from tax preparation clients who had a federal or state income tax return prepared by Franchisee during the 12-month period immediately preceding the Effective Date of this Agreement (“Existing Client Base”). Franchisee must provide H&R Block with the names, addresses, and tax identification numbers of its Existing Client Base as instructed by H&R Block by no later than the Effective Date of this Agreement to receive the credit. The Existing Client Base cannot be amended after the Effective Date. H&R Block will credit Franchisee in an amount equal to 30% of Franchisee’s Net Amount Subject to Royalty revenue received from the Existing Client Base. Credits from H&R Block will be allocated to Franchisee electronically not later than 4 days after the end of the Reporting Period to which the credit relates.

Franchisee’s credit is contingent on the following:

- (A) The absence of any default by Franchisee under this Agreement;
- (B) Franchisee’s reporting of tax preparation revenue using the methods and System as instructed by H&R Block;
- (C) H&R Block’s ability to receive through the System the information required to accurately calculate the royalty credit due from H&R Block under this Agreement; and
- (D) All tax returns prepared for Franchisee’s Existing Client Base must be prepared as part of the Franchised Business and according to the terms of this Agreement, including the terms governing Franchisee’s use of H&R Block’s Licensed Marks, the submission of required reports, and of the payment of all royalties.

If a Franchisee Transfers its interest in the FLA, except when the Transfer is to a Controlled Entity, the transferee is not entitled to the royalty credit described in this section, and H&R Block is not obligated to give any credits or make any allocations to transferee.

2. Term. The royalty credit described in this Addendum is valid for the term of the FLA and will not extend to any subsequent FLA.

3. Governance. If there is any conflict between this Addendum and the FLA, the terms and conditions of this Addendum will apply.

The Parties have signed this Addendum as of the Effective Date.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

FRANCHISE CONVERSION AGREEMENT

H&R Block Tax Services LLC (“H&R Block”) and

_____ (“Franchisee”) (collectively “Parties”) enter into this Franchise Conversion Agreement (“Agreement”) that is effective on the same date as the Franchise License Agreement (“FLA”) *[For combo conversions insert the following here:* and the Sales Agreement] (“Effective Date”) between the Parties. Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the FLA.

In exchange for the respective promises contained in this Agreement, the Parties agree as follows:

1. Conversion Payment. If Franchisee has signed the FLA and is in compliance with all of its terms and conditions, and subject to the terms and conditions set forth in this Agreement, H&R Block will pay Franchisee _____ Dollars (\$_____) (“Conversion Amount”) in two separate payments as follows:

1.1 Initial Payment. On the Effective Date, H&R Block will pay Franchisee an initial payment of _____ Dollars (\$_____) (“Initial Payment”) less the franchise fee of Two Thousand Five Hundred Dollars (\$2,500.00) as described in the FLA, for a total payment of _____ Dollars (\$_____). *[For combo conversions insert the following: with _____ Dollars (\$_____) paid directly to Franchisee and _____ Dollars (\$_____) used to offset the cost of the H&R Block office(s) described in the Sales Agreement.]*

1.2 Final Payment. If Franchisee is not in breach of any of its obligations under the FLA and the representations, warranties, and covenants contained in this Agreement are accurate, H&R Block will make a final payment (“Final Payment”) within 30 days following the first anniversary of the Effective Date. If there is any inaccuracy in any of the representations and warranties or Franchisee is in breach of any of its obligations under the FLA, H&R Block may retain a portion or all of the Final Payment until its damages associated with the inaccuracy or breach have been determined.

The Final Payment will be a percentage of the total Conversion Amount based on the total revenue of the Franchised Business during the 12 months following the Effective Date (“First Year Revenue”) compared to _____ Dollars (\$_____) (“Target Revenue”).

No revenue received from any services performed under an FLA Non-H&R Block Business Amendment will be used in the calculation of the First Year Revenue.

As a formula, the Final Payment is calculated as:

$$\left(\frac{\text{First Year Revenue}}{\text{Target Revenue}} \right) \times \left(\text{Conversion Amount} \right) - \text{Initial Payment} = \text{Final Payment}$$

[For combo conversions insert the following: For the purpose of this Agreement, the Target Revenue represents the expected revenue from both the Franchisee’s converted office under this Agreement and the H&R Block office being sold to the Franchisee under the Sales Agreement.

_____ Dollars (\$) of the Target Revenue is expected from the Franchisee's converted office at the following address:

_____ Dollars (\$) of the Target Revenue is expected from the H&R Block office located at the following address:

|
The Final Payment may be less than or greater than the difference between the Conversion Amount and the Initial Payment depending on the performance of the Franchised Business following the Conversion when compared with the Target Revenue. For example:

(A) If Franchisee generates the same First Year Revenue compared to the Target Revenue, H&R Block will pay 100% of the Conversion Amount less the Initial Payment as the Final Payment to Franchisee.

(B) If Franchisee generates 15% less First Year Revenue when compared with Target Revenue, H&R Block will pay 85% of the Conversion Amount less the Initial Payment as the Final Payment to Franchisee.

(C) If Franchisee generates 15% more First Year Revenue when compared with Target Revenue, H&R Block will pay 115% of the Conversion Amount less the Initial Payment as the Final Payment to Franchisee.

If in any of the first three (3) Tax Seasons after the Effective Date, Franchisee fails to generate at least 50% of the Target Revenue, H&R Block may terminate the FLA, and Franchisee must reimburse H&R Block for 100% of any Conversion Amount received by Franchisee. If H&R Block terminates the FLA under this provision, Section 12.2(B) of the FLA will no longer apply to Franchisee.

2. Effect of Termination.

2.1 Continuing Obligations. If either Party terminates this Agreement or the FLA, Franchisee will be subject to the continuing terms of the FLA, including but not limited to Sections 12, 15, and 16, in addition to any other continuing obligations under this Agreement.

2.2 Payment Reimbursement. If either Party terminates this Agreement or the FLA prior to H&R Block's Final Payment under Section 1.2, Franchisee will not be entitled to the Final Payment. If the FLA is terminated prior to 36 months following the Effective Date, Franchisee will reimburse H&R Block as follows:

(A) 100% of the Initial Payment if termination occurs prior to expiration of the first Tax Season;

(B) 75% of the Initial Payment and any Final Payment if termination occurs less than 12 months after the Effective Date;

(C) 50% of the Conversion Amount if termination occurs less than 24 months after the Effective Date; or

(D) 25% of the Conversion Amount if termination occurs less than 36 months after the Effective Date.

3. Transfer of Client List. Franchisee transfers to H&R Block all of its right, title, and interest in client data, client lists, and client files relating to tax return preparation, bookkeeping, and payroll services ("Client List").

4. Transfer of Trade Rights and Intellectual Property. Franchisee transfers all its right, title, and interest in all trade names, trademarks, service marks, assumed names, registered copyrights, websites, domain name rights, email addresses, and other intellectual property that Franchisee has an interest in and has previously used in connection with the tax preparation business previously operated by Franchisee (collectively, "Intellectual Property").

5. Representations, Warranties, and Covenants of this Agreement. Franchisee represents and warrants as follows:

5.1 Authorization. Franchisee has full legal authority and power to sign this Agreement and perform its obligations. If Franchisee is a legal entity, it is duly organized and in good standing under the laws of its domestic registration state, has all requisite power and authority to sign this Agreement to carry on the Franchised Business, and all equity interests hold 100% of Franchisee free and clear of any liens.

5.2 Financial Information. Franchisee provided H&R Block with correct and complete financial information with respect to Franchisee's business, including the number of tax returns prepared by Franchisee annually during the past 2 years. Franchisee represents that:

(A) the financial information it provided is true, correct, and complete;

(B) the financial information accurately presents the true financial condition and the results of operations of the Franchisee's business;

(C) the financial information does not omit any material information that would impact the value of the Franchisee's business;

(D) the financial information has been prepared according to the books and records of Franchisee; and

(E) there is no liability or obligation, as of the date it provided the financial information, other than the liabilities and obligations disclosed in the financial information, that would affect the value of Franchisee's business.

Franchisee's gross revenues were _____ Dollars (\$_____) for the 12-month period ending December 31, ~~2017~~2018, and _____ Dollars (\$_____) year to date through _____, ~~2018~~2019. Franchisee prepared _____ tax returns for paying clients during the 12-month period ending December 31, ~~2017~~2018, and _____ tax returns year to date through _____, ~~2018~~2019.

5.3 Client List. Franchisee has good and marketable title to the Client List and represents that it is not subject to any liens, security interests, or other encumbrances. The Client List has not been previously sold or made available to third parties. On or prior to the Effective Date, Franchisee will deliver to H&R Block an accurate and complete list of all persons and entities that have had a federal or state tax return prepared by Franchisee within the 12-month period immediately preceding the Effective

date of this Agreement. The list will include the name, address, phone number, and Social Security Number or Employer Identification Number of each client. The Client List is attached as Exhibit A. Franchisee will maintain electronic and hard copy files for any clients for whom they prepared tax returns unless instructed otherwise by H&R Block. Other than as set forth in this Agreement and the FLA, Franchisee will not have any right or title to the Client List after the Effective Date.

5.4 Litigation. There are no claims, demands, actions, suits, arbitrations, or other legal, administrative, or governmental investigations or proceedings pending or, to Franchisee's knowledge, threatened against or affecting Franchisee or the Franchised Business's assets, properties, or prospects. Franchisee is not aware of any facts that will result in or form the basis for any claim, demand, action, suit, or other proceeding or constitute a default under any of the agreements to which Franchisee is a party. Franchisee is not in default with respect to any order, writ, judgment, injunction, decree, determination, or award of any court or of any governmental agency relating to the Franchised Business.

5.5 Criminal Conviction. Neither Franchisee nor any employee of Franchisee has been convicted of a crime involving fraud or dishonesty or any felony during the previous 10 years.

5.6 Electronic Filing Identification Number ("EFIN"). Franchisee has never had an IRS e-file application for an EFIN denied or rejected, nor has Franchisee ever had an EFIN suspended or revoked by the IRS.

6. License for Client List. H&R Block grants to Franchisee a license ("License") to use the Client List in conjunction with the operation of the Franchised Business during the term of the FLA. The License will terminate upon termination or expiration of the FLA.

7. [Option A] Approved Location. Physical Location[s] of any Franchised Business: H&R Block authorizes Franchisee to operate the Franchised Business from only the following location[s] ("Approved Location[s]"): _____. Franchisee must obtain H&R Block's written approval before closing or relocating any Approved Location or before opening an additional Approved Location. Prior to the beginning of the first Tax Season after the Effective Date, Franchisee must organize and declutter all space where the Franchised Business operates and comply with all H&R Block Client Data security policies.

Franchisee further agrees to the following:

(A) paint, install carpet upgrades, and upgrade furniture as approved and authorized by H&R Block on or before the beginning of the second Tax Season following the Effective Date;

(B) install external signage as approved and authorized by H&R Block on or before the beginning of the third Tax Season following the signing of this Agreement; and

(C) **[Insert any other specific instructions required prior to the beginning of the first Tax Season following the Effective Date and/or additional instructions as explained.]**

Following the Effective Date, H&R Block will allocate to Franchisee _____ Dollars (\$ _____) ("Brand Allowance") for office upgrades, which may include paint, carpet, and furniture, using H&R Block-branded products and designs. Franchisee may spend more than this amount; however, H&R Block will only reimburse Franchisee for Approved Location upgrades up to the Brand Allowance and only if the upgrades were completed within the time set forth above. Franchisee

must provide H&R Block with sufficient documentation to support the expenditures as required by H&R Block, which must be submitted within 3 months from completion.

[Option B] Approved Location. Physical Location[s] of the Franchised Business: Franchisee agrees to close and cease all operations at the following location[s] _____ by _____, 20___. After that time, Franchisee will relocate the closed office to another location by _____, 20___, after submitting information and documentation required by H&R Block and after obtaining H&R Block's prior written approval.

8. Prior Business Names. Franchisee may use any of its prior trade names or business names for 36 months after the Effective Date. Any use of prior trade names or business names may be subject to further restrictions as instructed by H&R Block.

9. Office Technology Standards. Franchisee will utilize only approved equipment compatible with current H&R Block Technology Standards. Any computer used in the Franchised Business must also have properly configured H&R Block authorized anti-virus and data encryption software installed.

10. Computer Equipment. At H&R Block's expense, H&R Block will provide computer equipment as described in Exhibit B ("IT Summary") for Franchisee to use in the Franchised Business. If the FLA is terminated or expires, H&R Block may, in its discretion, reclaim any computer equipment it provided to Franchisee. Any expenses for the repair, upgrade, or replacement of the equipment initially provided by H&R Block will be the Franchisee's responsibility.

11. Required Software. Franchisee will use H&R Block's proprietary tax preparation software for all individual and entity returns. Franchisee will enter all transactions into H&R Block's point of sale (BlockPay) System within 7 business days after receipt of payment for the services or completion of the service, whichever occurs first.

12. Limitations on Competition and Disclosure. In connection with the payments made to Franchisee for the business assets under this Agreement and as a condition of this Agreement, Franchisee agrees to comply with the limitations on disclosure and competition as set forth more fully in Section 12 of the FLA, which is incorporated by reference in its entirety into this Agreement.

13. Indemnification. Franchisee will indemnify, defend, and hold harmless H&R Block and its shareholders, directors, officers, agents, employees, attorneys, affiliates, subsidiaries, successors, and assigns from any and all loss, liability, claim, cost, damage, and expense, including costs incurred in successfully asserting the right to indemnification, relating to this Agreement based upon:

(A) the inaccuracy of any representation or warranty, or the breach or default of any covenant or agreement made by Franchisee in this Agreement, in the FLA, or in any other document delivered in connection with any of the transactions contemplated by this Agreement; or

(B) any claims asserted prior to or after the Effective Date relating to the Franchised Business, including any of the damages described above and arising out of any acts or omissions of Franchisee or Franchisee's employees and agents on or prior to the Effective Date.

14. Impact on FLA. Any material breach by Franchisee of any representation, warranty, or other provision of this Agreement will suspend H&R Block's obligations under this Agreement and be a default and material breach under the FLA. Likewise, any material breach of the FLA will be a breach of this Agreement.

15. Choice of Law. This Agreement and all claims arising from or in any way related to the relationship between H&R Block and Franchisee will be governed by the laws of the State of Missouri, without regard to its conflict of law rules, except that any Missouri law regulating the sale of franchises or governing the relationship of a franchisor and the franchisee will not apply unless its jurisdictional requirements are met independently without reference to this subsection.

16. Choice of Venue. Any legal proceeding instituted by Franchisee, Franchisee's Associates, or Principal against H&R Block or its officers, employees, or affiliates, whether or not arising out of or relating to this Agreement, will be brought only in a federal or state court located in Jackson County, Missouri. Franchisee, Franchisee's Associates, and Principal irrevocably submit to the personal jurisdiction of those courts and waive any objection to either the jurisdiction of or the venue in those courts. H&R Block may initiate legal proceedings against Franchisee, Franchisee's Associates, or Principal in a federal or state court located in Jackson County, Missouri, or in any other judicial district where the Franchisee operates or operated an Approved Location.

The Parties have signed this Agreement as of the Effective Date.

H&R BLOCK:

H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

EXHIBIT A

FRANCHISE CONVERSION AGREEMENT
BETWEEN H&R BLOCK

AND _____

DATED _____

CLIENT LIST ATTACHED

EXHIBIT B

FRANCHISE CONVERSION AGREEMENT
BETWEEN H&R BLOCK

AND _____

DATED _____

IT SUMMARY ATTACHED

FRANCHISE CONVERSION AGREEMENT WITH OPTION TO SELL

H&R Block Tax Services LLC ("H&R Block") and _____

_____ ("Franchisee") (collectively "Parties") enter into this Franchise Conversion Agreement with Option to Sell ("Agreement") that is effective on the same date as the Franchise License Agreement ("FLA") ("Effective Date") between the Parties. Capitalized terms used but not defined in this Agreement have the meanings assigned to them in the FLA.

In exchange for the respective promises contained in this Agreement, the Parties agree as follows:

1. Conversion Payment. If Franchisee has signed the FLA and is in compliance with all of its terms and conditions, and subject to the terms and conditions set forth in this Agreement, H&R Block will pay Franchisee _____ Dollars (\$_____) ("Conversion Amount") in two separate payments as follows:

1.1 Initial Payment. On the Effective Date, H&R Block will pay Franchisee an initial payment of _____ Dollars (\$_____) ("Initial Payment") less the franchise fee of Two Thousand Five Hundred Dollars (\$2,500.00) as described in the FLA, for a total payment of _____ Dollars (\$_____).

1.2 Final Payment. If Franchisee is not in breach of any of its obligations under the FLA and the representations, warranties and covenants contained in this Agreement are accurate, H&R Block will make a final payment ("Final Payment") within 30 days following the first anniversary of the Effective Date. If there is any inaccuracy in any of the representations, warranties and covenants or Franchisee is in breach of any of its obligations under the FLA, H&R Block may retain a portion or all of the Final Payment until its damages associated with the inaccuracy or breach have been determined.

The Final Payment will be a percentage of the total Conversion Amount based on the total revenue of the Franchised Business during the 12 months following the Effective Date ("First Year Revenue") compared to _____ Dollars (\$_____) ("Target Revenue").

No revenue received from any services performed under an FLA Non-H&R Block Business Amendment will be used in the calculation of the First Year Revenue.

As a formula, the Final Payment is calculated as:

$$\left(\frac{\text{First Year Revenue}}{\text{Target Revenue}} \right) \times \left(\text{Conversion Amount} \right) - \text{Initial Payment} = \text{Final Payment}$$

The Final Payment may be less than or greater than the difference between the Conversion Amount and the Initial Payment depending on the performance of the Franchised Business following the Conversion when compared with the Target Revenue. For example:

(A) If Franchisee generates the same First Year Revenue compared to the Target Revenue, H&R Block will pay 100% of the Conversion Amount less the Initial Payment as the Final Payment to Franchisee.

(B) If Franchisee generates 15% less First Year Revenue when compared with Target Revenue, H&R Block will pay 85% of the Conversion Amount less the Initial Payment as the Final Payment to Franchisee.

(C) If Franchisee generates 15% more First Year Revenue when compared with Target Revenue, H&R Block will pay 115% of the Conversion Amount less the Initial Payment as the Final Payment to Franchisee.

If in any of the first three (3) Tax Seasons after the Effective Date, Franchisee fails to generate at least 50% of the Target Revenue, H&R Block may terminate the FLA, and Franchisee must reimburse H&R Block for 100% of any Conversion Amount received by Franchisee. If H&R Block terminates the FLA under this provision, Section 12.2(B) of the FLA will no longer apply to Franchisee.

2. Option to Sell. At any time from [option date] until the expiration or termination of the term of the initial FLA entered into between the Parties, Franchisee will have the option to sell the Franchised Business to H&R Block, or an affiliate of H&R Block, subject to the requirements listed below. Provided the requirements in Sections 2.1 and 2.2 are met, the total sales price for the sale will be equal to percent (%) of the Franchised Business's Net Amount Subject to Royalties revenue and any H&R Block Business Services revenue for the previous 12 months, excluding any Net Amount Subject to Royalties revenue and any H&R Block Business Services revenue acquired through the use of the Assisted Acquisition Program (the sale of which is addressed in Section 13 of this Agreement), less the Conversion Amount ("Total Purchase Price"). Franchisee must notify H&R Block in writing no later than May 1 of the year the sale is to occur, and the sale must take place on or before September 1 of the same year. If Franchisee exercises its option to sell, all the Conditions in Section 2.1 are met and the Parties enter into an Asset Purchase Agreement as set forth in Section 2.2, H&R Block will make purchase payments as follows:

(A) percent (%) of the Total Purchase Price paid on the closing date ("Sale Date").

(B) The remaining percent (%) of the Total Purchase Price will be paid within 30 days after the first anniversary of the Sale Date ("Final Sale Payment") provided that tax preparation and bookkeeping fees actually received at the Franchised Business office during the period beginning on the Sale Date and ending on the first anniversary of the Sale Date, less any revenue from clients previously served at any other H&R Block Network Office, ("Revenue") equals or exceeds the revenue for the 12-month period immediately preceding the Sale Date ("Sale Option Target Revenue"). If the Office Revenue is less than the Sale Option Target Revenue, the Final Sale Payment will be reduced dollar for dollar to reflect such shortfall.

(C) Franchisee's accounts receivable, cash, cash equivalents, and other items on deposit in the accounts of Franchisee on the Sale Date belong to the Franchisee and are excluded from the sale.

2.1 Conditions to Sell. Franchisee's option to sell the Franchised Business, described in Section 2 above, is contingent on the satisfaction of the following terms and conditions ("Conditions"):

(A) Franchisee will have fully completed the transition from the Franchisee's legacy software to the H&R Block proprietary tax preparation software for all individual and entity returns at least 12 months prior to the Sale Date.

(B) The compound annual growth rate of the net average charge for tax preparation is less than [_____] percent ([_]%) for 36 months prior to the Sale Date.

(C) H&R Block branding will be prominently established on the exterior and interior of the office at least 12 months prior to the Sale Date.

(D) There have been no material changes in any employment compensation plan in the 12 months prior to the Sale Date, and total compensation for all returning employees, including [owner name], does not exceed [_____] percent ([_]%) of Office Revenue.

(E) Employee's responsible for at least [_____] percent ([_]%) of collected revenue agree to work for H&R Block after the sale and are operating under an employment agreement with Franchisee that contains applicable restrictive covenant provisions.

(F) Gross lease expense for the location where the Franchised Business operates in the 12 months prior to the Sale Date, inclusive of CAM charges, real estate tax, insurance, etc., will not exceed [_____] percent ([_]%) of Office Revenue.

(G) Franchisee assumes all liability and obligations with respect to any expenses, agreements, commitments, debts, liabilities or obligations of Franchisee which accrue prior to the Sale Date, including but not limited to: (1) any liability or obligation to employees of the Franchised Business which has accrued or may accrue in connection with any services performed by such employees for Franchisee, if any; and (2) any errors or omissions liability or obligation of Franchisee, including any liability of Franchisee for penalty, interest or other amounts owing (including Peace of Mind® Warranty claims) or alleged to be owing in connection with errors made on returns prepared by Franchisee or its employees prior to the Sale Date.

(H) H&R Block's ability to assume Franchisee's lease for the space where the Franchised Business operates for at least 12 months following the Sale Date on the same terms and conditions that Franchisee had prior to the Sale Date.

2.2 Representations, Warranties and Covenants of Sale. Franchisee's option to sell the Franchised Business is also contingent on Franchisee signing H&R Block's then-current standard asset purchase agreement ("Asset Purchase Agreement") which may include, among other things, making the following representations, warranties and covenants:

(A) Franchisee has full legal authority and power to sign the Asset Purchase Agreement and to perform its obligations. If Franchisee is a legal entity, it is duly organized and in good standing under the laws of its domestic registration state, has all requisite power and authority to carry on the Franchised Business, and all equity interests hold 100% of Franchisee free and clear of any liens.

(B) Franchisee is in good standing under the terms of the FLA.

(C) Franchisee has provided H&R Block with correct and complete financial information with respect to the Franchised Business, including the number of tax returns prepared by Franchisee annually during the time from the Effective Date to the Sale Date. Franchisee represents that: (1) the financial information it provided is true, correct, and complete; (2) the financial information accurately presents the true financial condition and the results of operations of the Franchised Business; (3) the financial information does not omit any material information that would impact the value of the Franchised Business; (4) the financial

information has been prepared according to the books and records of Franchisee; and (5) there is no liability or obligation, as of the Sale Date, other than the liabilities and obligations disclosed in the financial information, that would affect the value of Franchisee's business.

(D) There are no claims, demands, actions, suits, arbitrations, or other legal, administrative, or governmental investigations or proceedings pending or, to Franchisee's knowledge, threatened against or affecting Franchisee or the Franchised Business's assets, properties, or prospects. Franchisee is not aware of any facts that will result in or form the basis for any claim, demand, action, suit, or other proceeding or constitute a default under any of the agreements to which Franchisee is a party. Franchisee is not in default with respect to any order, writ, judgment, injunction, decree, determination, or award of any court or of any governmental agency relating to the Franchised Business.

(E) Neither Franchisee nor any employee of Franchisee has been convicted of a felony or other crimes involving fraud or dishonesty during the previous 10 years.

3. Effect of Termination.

3.1 Continuing Obligations. If either Party terminates this Agreement or the FLA, Franchisee will be subject to the continuing terms of the FLA, including but not limited to Sections 12, 15, and 16, in addition to any other continuing obligations under this Agreement.

3.2 Payment Reimbursement. If either Party terminates this Agreement or the FLA prior to H&R Block's Final Payment under Section 1.2, Franchisee will not be entitled to the Final Payment. If the FLA is terminated prior to 36 months following the Effective Date, Franchisee will reimburse H&R Block as follows:

(A) 100% of the Initial Payment if termination occurs prior to expiration of the first Tax Season;

(B) 75% of the Initial Payment and any Final Payment if termination occurs less than 12 months after the Effective Date;

(C) 50% of the Conversion Amount if termination occurs less than 24 months after the Effective Date; or

(D) 25% of the Conversion Amount if termination occurs less than 36 months after the Effective Date.

4. Transfer of Client List. Franchisee transfers to H&R Block all of its right, title, and interest in client data, client lists, and client files relating to tax return preparation, bookkeeping, and payroll services ("Client List").

5. Transfer of Trade Rights and Intellectual Property. Franchisee transfers all its right, title, and interest in all trade names, trademarks, service marks, assumed names, registered copyrights, websites, domain name rights, email addresses and other intellectual property that Franchisee has an interest in and has previously used in connection with the tax preparation business previously operated by Franchisee (collectively, "Intellectual Property").

6. Representations, Warranties and Covenants of this Agreement. Franchisee represents, warrants and covenants as follows:

6.1 Authorization. Franchisee has full legal authority and power to sign this Agreement and perform its obligations. If Franchisee is a legal entity, it is duly organized and in good standing under the laws of its domestic registration state, has all requisite power and authority to sign this Agreement to carry on the Franchised Business, and all equity interests hold 100% of Franchisee free and clear of any liens.

6.2 Financial Information. Franchisee provided H&R Block with correct and complete financial information with respect to Franchisee's business, including the number of tax returns prepared by Franchisee annually during the past 2 years. Franchisee represents that:

- (A) the financial information it provided is true, correct, and complete;
- (B) the financial information accurately presents the true financial condition and the results of operations of the Franchisee's business;
- (C) the financial information does not omit any material information that would impact the value of the Franchisee's business;
- (D) the financial information has been prepared according to the books and records of Franchisee; and
- (E) there is no liability or obligation, as of the date it provided the financial information, other than the liabilities and obligations disclosed in the financial information, that would affect the value of Franchisee's business.

Franchisee's gross revenues were _____ Dollars (\$ _____) for the 12-month period ending December 31, ~~2017~~2018, and _____ Dollars (\$ _____) year to date through _____, ~~2018~~2019. Franchisee prepared _____ tax returns for paying clients during the 12-month period ending December 31, ~~2017~~2018, and _____ tax returns year to date through _____, ~~2018~~2019.

6.3 Client List. Franchisee has good and marketable title to the Client List and represents that it is not subject to any liens, security interests, or other encumbrances. The Client List has not been previously sold or made available to third parties. On or prior to the Effective Date, Franchisee will deliver to H&R Block an accurate and complete list of all persons and entities that have had a federal or state tax return prepared by Franchisee within the 12-month period immediately preceding the Effective date of this Agreement. The list will include the name, address, phone number, and Social Security Number or Employer Identification Number of each client. The Client List is attached as Exhibit A. Franchisee will maintain electronic and hard copy files for any clients for whom they prepared tax returns unless instructed otherwise by H&R Block. Other than as set forth in this Agreement and the FLA, Franchisee will not have any right or title to the Client List after the Effective Date.

6.4 Litigation. There are no claims, demands, actions, suits, arbitrations, or other legal, administrative, or governmental investigations or proceedings pending or, to Franchisee's knowledge, threatened against or affecting Franchisee or the Franchised Business's assets, properties, or prospects. Franchisee is not aware of any facts that will result in or form the basis for any claim, demand, action, suit, or other proceeding or constitute a default under any of the agreements to which Franchisee is a

party. Franchisee is not in default with respect to any order, writ, judgment, injunction, decree, determination, or award of any court or of any governmental agency relating to the Franchised Business.

6.5 Criminal Conviction. Neither Franchisee nor any employee of Franchisee has been convicted of a crime involving fraud or dishonesty or any felony during the previous 10 years.

6.6 Electronic Filing Identification Number (“EFIN”). Franchisee has never had an IRS e-file application for an EFIN denied or rejected, nor has Franchisee ever had an EFIN suspended or revoked by the IRS.

7. License for Client List. H&R Block grants to Franchisee a license (“License”) to use the Client List in conjunction with the operation of the Franchised Business during the term of the FLA. The License will terminate upon termination or expiration of the FLA.

8. [Option A] Approved Location. Physical Location[s] of any Franchised Business: H&R Block authorizes Franchisee to operate the Franchised Business from only the following location[s] (“Approved Location[s]”): _____. Franchisee must obtain H&R Block’s written approval before closing or relocating any Approved Location or before opening an additional Approved Location. Prior to the beginning of the first Tax Season after the Effective Date, Franchisee must organize and declutter all space where the Franchised Business operates and comply with all H&R Block Client Data security policies.

Franchisee further agrees to the following:

(A) paint, install carpet upgrades, and upgrade furniture as approved and authorized by H&R Block on or before the beginning of the second Tax Season following the Effective Date;

(B) install external signage as approved and authorized by H&R Block on or before the beginning of the third Tax Season following the signing of this Agreement; and

(C) **[Insert any other specific instructions required prior to the beginning of the first Tax Season following the Effective Date and/or additional instructions as explained.]**

Following the Effective Date, H&R Block will allocate to Franchisee _____ Dollars (\$ _____) (“Brand Allowance”) for office upgrades, which may include paint, carpet, and furniture, using H&R Block-branded products and designs. Franchisee may spend more than this amount; however, H&R Block will only reimburse Franchisee for Approved Location upgrades up to the Brand Allowance and only if the upgrades were completed within the time set forth above. Franchisee must provide H&R Block with sufficient documentation to support the expenditures as required by H&R Block, which must be submitted within 3 months from completion.

[Option B] Approved Location. Physical Location[s] of the Franchised Business: Franchisee agrees to close and cease all operations at the following location[s] _____ by _____, 20____. After that time, Franchisee will relocate the closed office to another location by _____, 20____, after submitting information and documentation required by H&R Block and after obtaining H&R Block’s prior written approval.

9. Prior Business Names. Franchisee may use any of its prior trade names or business names for 36 months after the Effective Date. Any use of prior trade names or business names may be subject to further restrictions as instructed by H&R Block.

10. Office Technology Standards. Franchisee will utilize only approved equipment compatible with current H&R Block Technology Standards. Any computer used in the Franchised Business must have properly configured H&R Block authorized anti-virus and data encryption software installed.

11. Computer Equipment. At H&R Block's expense, H&R Block will provide computer equipment as described in Exhibit B ("IT Summary") for Franchisee to use in the Franchised Business. If the FLA is terminated or expires, H&R Block may, in its discretion, reclaim any computer equipment it provided to Franchisee. Any expenses for the repair, upgrade, or replacement of the equipment initially provided by H&R Block will be the Franchisee's responsibility.

12. Required Software. Franchisee will use H&R Block's proprietary tax preparation software for all individual and entity returns. Franchisee will enter all transactions into H&R Block's point of sale (BlockPay) System within 7 business days after receipt of payment for the services or completion of the service, whichever occurs first.

13. Right to Participate in Assisted Acquisition Program. Franchisee may be eligible to participate in the Assisted Acquisition Program, assuming such a program exists, under the then-applicable terms and conditions that relate to other H&R Block franchisees. H&R Block retains the right to approve any proposed acquisition.

For purposes of the option to sell under Section 2, for assets and revenue acquired through the Assisted Acquisition Program, the purchase price will be:

(A) _____ percent (____ %) of the Net Amount Subject to Royalties revenue and any Block Business Services revenue for the previous 12 months ("Assisted Acquisition Sale Price"). The Assisted Acquisition Sale Price will be reduced, if applicable, as outlined below.

(B) If the assisted acquisition transaction was completed less than 4 years prior to the exercise of the sale option, then the Assisted Acquisition Sale Price will be reduced by the net of the following:

- i. H&R Block's financial contribution for the Assisted Acquisition transaction; plus
- ii. an amount equal to 10% of H&R Block's financial contribution for the Assisted Acquisition transaction per annum (non-compounding and calculated on a 365-day year); less
- iii. any royalties received from the Assisted Acquisition location up to the combined total of i and ii above.

In no event will the purchase price be greater than the Assisted Acquisition Sale Price in subsection A above.

The sale of any assets or revenue acquired through the Assisted Acquisition Program will be subject to the same conditions and payment structure identified in Section 2. For any transaction acquired through the Assisted Acquisition Program in which the Conditions set forth in Section 2.1 are not met, a mutually agreed upon purchase price will be determined at the time of the sale. Nothing in this Agreement shall require H&R Block to purchase any assets or revenue acquired through the Assisted Acquisition Program if the Conditions set forth in Section 2.1 are not met. In no event will the Assisted Acquisition Sale Price be less than zero.

14. Limitations on Competition and Disclosure. In connection with the payments made to Franchisee for the business assets under this Agreement and as a condition of this Agreement, Franchisee agrees to comply with the limitations on disclosure and competition as set forth more fully in Section 12 of the FLA, which is incorporated by reference in its entirety into this Agreement.

15. Indemnification. Franchisee will indemnify, defend, and hold harmless H&R Block and its shareholders, directors, officers, agents, employees, attorneys, affiliates, subsidiaries, successors, and assigns from any and all loss, liability, claim, cost, damage, and expense, including costs incurred in successfully asserting the right to indemnification, relating to this Agreement based upon:

(A) the inaccuracy of any representation or warranty, or the breach or default of any covenant or agreement made by Franchisee in this Agreement, in the FLA, or in any other document delivered in connection with any of the transactions contemplated by this Agreement; or

(B) any claims asserted prior to or after the Effective Date relating to the Franchised Business, including any of the damages described above and arising out of any acts or omissions of Franchisee or Franchisee's employees and agents on or prior to the Effective Date.

16. Impact on FLA. Any material breach by Franchisee of any representation, warranty, or other provision of this Agreement will suspend H&R Block's obligations under this Agreement and be a default and material breach under the FLA. Likewise, any material breach of the FLA will be a breach of this Agreement.

17. Choice of Law. This Agreement and all claims arising from or in any way related to the relationship between H&R Block and Franchisee will be governed by the laws of the State of Missouri, without regard to its conflict of law rules, except that any Missouri law regulating the sale of franchises or governing the relationship of a franchisor and the franchisee will not apply unless its jurisdictional requirements are met independently without reference to this subsection.

18. Choice of Venue. Any legal proceeding instituted by Franchisee, Franchisee's Associates, or Principal against H&R Block or its officers, employees, or affiliates, whether or not arising out of or relating to this Agreement, will be brought only in a federal or state court located in Jackson County, Missouri. Franchisee, Franchisee's Associates, and Principal irrevocably submit to the personal jurisdiction of those courts and waive any objection to either the jurisdiction of or the venue in those courts. H&R Block may initiate legal proceedings against Franchisee, Franchisee's Associates, or Principal in a federal or state court located in Jackson County, Missouri, or in any other judicial district where the Franchisee operates or operated an Approved Location.

The Parties have signed this Agreement as of the Effective Date.

H&R BLOCK:
H&R BLOCK TAX SERVICES LLC

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Principal

EXHIBIT A

FRANCHISE CONVERSION AGREEMENT
BETWEEN H&R BLOCK

AND _____

DATED _____

CLIENT LIST ATTACHED

EXHIBIT B

FRANCHISE CONVERSION AGREEMENT
BETWEEN H&R BLOCK

AND _____

DATED _____

IT SUMMARY ATTACHED

~~ANNUAL PAYMENTS, ADJUSTABLE RATE, TERM LOAN CREDIT AND SECURITY~~
AGREEMENT

Borrowers:

Date:

Maturity Date:

Term Loan Amount:

IN CONSIDERATION of credit extended to us by Franchise Partner, Inc., a Nevada corporation ("Franchise Partner"), pursuant to this ~~Annual Payments, Adjustable Rate, Term Loan ("APARTL")~~ Credit and Security Agreement, we hereby agree with Franchise Partner as follows:

2. ~~1. — 1.~~ **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

"Accounts" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"Administration Fee" has the meaning set forth in Section 4(a) of this Agreement.

"Agreement" means this ~~Annual Payments, Adjustable Rate, Term Loan Credit and Security Agreement.~~

"Annual Debt Service" has the meaning set forth in Section 5(a) of this Agreement.

~~— "APARTL" means this Annual Payments, Adjustable Rate, Term Loan.~~

"Approved Location" means the premises within our franchise territory, granted under an FLA to establish an office or other outlet from which to conduct the Franchised Business.

"Average Daily Principal Balance" means the average unpaid amount of credit outstanding during a particular Monthly Billing Period, calculated as set forth in Section 3(b) of this Agreement.

"Block" means H&R Block, Inc., a Missouri corporation, or any of its subsidiaries.

"Credit Documents" means this Agreement, including all appendices hereto, and all other documents

signed by us or any other party to create or evidence security for our Obligations under this Agreement.

“Daily Periodic Rate” means the rate at which the Average Daily Principal Balance accrues interest each day, calculated as set forth in Section 3(b) of this Agreement.

“Event of Default” has the meaning set forth in Section 10(a) of this Agreement.

“FLA” means a Franchise License Agreement between us and H&R Block Tax Services, or any of its affiliates.

“Franchised Business” means a retail tax preparation business operated by us as a franchisee of H&R Block Tax Services, or any of its affiliates, pursuant to one or more FLAs.

"General Intangibles" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof

“H&R Block Tax Services” means H&R Block Tax Services, LLC, a Missouri limited liability company and an affiliate of H&R Block, Inc.

“Instrument” has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

“Maturity Date” means the date on which full payment for the ~~APARTL~~TERM LOAN is due, as set forth above.

“**Monthly Billing Period**” means a period of approximately one month (or less, for any period ending on the last day of the term of this Agreement) used to calculate interest and principal. A Monthly Billing Period need not commence on the first day of a calendar month.

“Monthly Billing Statement” means a billing statement sent to us by Franchise Partner setting forth the Annual Debt Service for the applicable Monthly Billing Period.

“NSF Fee” has the meaning set forth in Section 4(b) of this Agreement.

“Obligations” means our indebtedness, obligations and liabilities of every kind, nature and description, direct or indirect, primary or secondary, secured or unsecured, joint and several, absolute or contingent, due or to become due to Franchise Partner, now existing or hereinafter incurred, regardless of how it may be evidenced.

“Payment Intangible” has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

“Payments” has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

“Periodic Interest” means interest on the unpaid amount of credit outstanding for any Monthly Billing Period, calculated as set forth in Section 3(d) of this Agreement.

“Prime Rate” means the prime rate of interest published in The Wall Street Journal as of the last day of each calendar month (or, if no rate was published for that day, the most recent preceding day on which the rate was published).

“Security Interest” or “Security Interests” has the meaning set forth in Section 6 of this Agreement.

“Term Loan Amount” means the amount set forth in Section 2(a) of this Agreement.

"Term Loan Interest Rate" has the meaning set forth in Section 3(a) of this Agreement.

“Transaction Summary” means the summary of this transaction included as Appendix A.

"We," "us" and "our" mean any natural persons, partnership, corporation or other entity listed above or which has signed this Agreement or whose property is being used as collateral for the loan.

3. —~~2.~~ Loan Amount; Permitted Use of Loan Proceeds.

(a) ~~(a)~~ Subject to the terms and conditions of this Agreement, including the information in Transaction Summary, and the other Credit Documents, and in reliance upon our representations and warranties and our other commitments and Obligations in this Agreement and the other Credit Documents, Franchise Partner agrees to extend credit to us in a principal amount of \$ ~~(the “Term Loan Amount”)~~ X. The aggregate unpaid amounts outstanding under our ~~APARTL~~ Term

Loan (including unpaid Periodic Interest, Administration Fees, late charges and any other charges or fees) shall be subject to the terms of this Agreement.

~~(b)~~

(b) We agree to use money we borrow from Franchise Partner only in connection with our operation of the Franchised Business and will not use the proceeds from this ~~APARTL~~ Term Loan for personal, family or household (i.e. non-commercial) purposes.

(c) ~~(e)~~ We authorize Franchise Partner to record in its books and records the date and amount of each loan; Periodic Interest, Administration Fee, late charges and any other charges or fees; each payment thereof; and the unpaid balance thereof. Those records are *prima facie* evidence of the accuracy of the information contained therein, except that the failure of Franchise Partner to record, or any error in recording, the information shall not limit, enlarge or otherwise affect our obligation to repay or pay the amounts due pursuant to this Agreement.

4. ~~3.~~ **Interest.**

(a) ~~(a)~~ The unpaid balance will accrue interest from the dates on which the balance arose until we repay the amount borrowed. The interest will accrue at a ~~variable rate per annum equal to the Prime Rate plus 6.25%, adjusted monthly~~ Prime +3.0% rate per annum equal to (the "Term Loan Interest Rate"). The Term Loan Interest Rate will not exceed the highest rate permitted by applicable law.

(b) ~~(b)~~ The Average Daily Principal Balance for a particular Monthly Billing Period will be calculated by adding all the daily balances for each day in the Monthly Billing Period and dividing that amount by the number of days in the Monthly Billing Period. The daily balances are computed by taking the beginning balance of the account each day and adding any new withdrawal occurring in a day, any unpaid interest, unpaid fees, or unpaid charges and subtracting any payments or credits. The Daily Periodic Rate will be calculated by dividing the Term Loan Interest Rate by 365. The accrued interest for a Monthly Billing Period is computed at Daily Periodic Rates only to the billing date. However, it continues to accrue daily at the applicable Daily Periodic Rate until the total ~~APARTL~~ Term Loan balance outstanding is paid and posted to the account. Interest accrued on the unpaid balance after the billing date will appear on the next Monthly Billing Statement.

(c) ~~(e)~~ Any change in the Term Loan Interest Rate derived from a change in the Prime Rate shall take effect on the first day of the first Monthly Billing Period beginning after the calendar month upon which the changed Prime Rate is based. If the Wall Street Journal ceases publication or ceases to report such a Prime Rate, then Franchise Partner shall, in its sole, reasonable discretion, select a comparable publication or other benchmark to determine the Prime Rate and provide notice thereof to us.

(d) ~~(d)~~ Periodic Interest will be computed in the following manner: the Average Daily Principal Balance is multiplied by the number of days in the Monthly Billing Period and that product is multiplied by the Daily Periodic Rate.

5. ~~4.~~ **Fees.**

(a) ~~(a)~~ We agree to pay to Franchise Partner a 2% non-refundable fee on each loan as allowed by law (the "Administration Fee").

(b) ~~(b)~~ If any check tendered by us to Franchise Partner or ACH transfer made by us to Franchise Partner is dishonored for a reason not caused by Franchise Partner, we agree to pay to Franchise Partner a "NSF Fee" of \$15.00 for each check or ACH transfer that is dishonored.

6. ~~5.~~ **Payments.**

(a) ~~(a)~~ We will repay this ~~APARTL~~ Term Loan debt by making 1 annual payments of at least \$ ~~X~~ each (the "Annual Debt Service") to Franchise Partner, on or before ~~{date}~~ March 31 of each year, plus any final payment required in Section 5(e). The amount of the Annual Debt Service may change. Each year Franchise Partner may determine an amount that would be sufficient to repay our outstanding ~~APARTL~~ TERM

| [LOAN](#) debt by the Maturity Date at the Term Loan Interest Rate in effect as of the most recent March 30th, in substantially equal annual payments. Any changes to the required Annual Debt Service amount is at Franchise Partner's sole discretion. If Franchise Partner chooses to change the

required Annual Debt Service, Franchise Partner will notify us at least 60 days prior to the next required payment due date.

(b) ~~(b)~~ We agree to pay the Annual Debt Service so that Franchise Partner will receive the required payment on or before March 30 each year. If Franchise Partner has not received payment of the Annual Debt Service by March 30 that Annual Debt Service will be past due and Franchise Partner will have the right, to the extent permitted by applicable law, to charge us a late charge of \$15.00. The amount of the late charge and whether it will be assessed may change from time to time and are subject to the sole discretion of Franchise Partner.

(c) ~~(e)~~ If Franchise Partner has not received the full amount of any required Annual Debt Service payment by the end of thirty-one (31) calendar days after the date it was due, we will pay an additional late charge to Franchise Partner in an amount equal to 2% of the overdue payment. We will pay this additional late charge promptly but only once on each delinquent Annual Debt Service payment.

(d) ~~(d)~~ We may, at any time, repay all or any portion of the unpaid amount of credit outstanding by remitting payment to Franchise Partner. We agree to send a written notice identifying our loan and specifying the amount of the repayment with the payment. We may make a full prepayment or partial prepayments without paying a prepayment charge. If we make a partial prepayment, there will be no change in the amount or the due date of the required annual payments unless Franchise Partner agrees in writing to a change.

(e) ~~(e)~~ On the Maturity Date of this Agreement, we will pay in full, to Franchise Partner, the unpaid amount of credit outstanding, any unpaid Periodic Interest accrued through the most recently ended Monthly Billing Period and any unpaid fees, late charges and any other amounts we owe under the Credit Documents. Within 30 days after the earlier of the expiration or termination of this Agreement, we will pay to Franchise Partner the Periodic Interest for the last Monthly Billing Period during the term of this Agreement.

(f) ~~(f)~~ Except as provided otherwise in Section 10(c), all payments we make under this Section 5 shall be applied first to unpaid Periodic Interest accrued through the most recently ended Monthly Billing Period, second to any unpaid fees or charges, and last to the unpaid amount of principal outstanding.

(g)

(h)

~~(g)~~

(i) If we make a payment of part of the amount we owe Franchise Partner and Franchise Partner accepts it, even though it is designated as full payment, we will still owe the rest of the money we should have paid.

(j) If we have a single TERM LOAN secured by more than one Approved Location or any added future Approved Locations, we must pay down a proportional amount of the Term Loan Amount, as determined by Franchise Partner, prior to selling, gifting, or otherwise alienating any Approved Location that secures the TERM LOAN. For the avoidance of doubt, this Section 5(h) only applies if we retain at least one Approved Location to secure our TERM LOAN but desire to sell, gift, or otherwise alienate others.

(k) In no event shall the interest rate or rates payable under this Agreement and the other Credit Documents, plus any other amounts paid in connection herewith or therewith, exceed the highest rate permissible under any law that any court of competent jurisdiction shall, in a final determination, deem applicable. We and Franchise Partner, in executing and delivering this Agreement and the other Credit Documents, intend legally to agree upon the rate or rates of interest and manner of payment stated herein and therein; provided, that anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum amount allowable under applicable laws, then, ipso facto, as of the date of this Agreement, we are and shall be liable only for the payment of such maximum as allowed by law, and payment received from us in excess of such lawful maximum, whenever received, shall be applied to reduce the unpaid principal amount outstanding hereunder to the extent of

such excess or returned to us if the unpaid principal amount outstanding hereunder shall have been paid in full.

7. **Security Interest.** As security for the prompt and complete payment and performance when due of all our Obligations and all renewals and extensions of any of our Obligations, we hereby grant to Franchise Partner

a security interest in our right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

(a) all of our right, title and interest in and to any and all franchise agreements (including without limitation any existing or future FLAs) and other agreements (including any and all amendments thereto) by and between H&R Block Tax Services, or any franchisee of H&R Block Tax Services or any successors or assigns of H&R Block Tax Services or franchisee, and us (whether now existing or hereafter entered into) pertaining to our operation of a business which provides tax return preparation and related and additional services under the name "H&R Block" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by Block or registered by Block under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to us pursuant to those agreements; and

(b) all Accounts, General Intangibles, Instruments and Payment Intangibles now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and

(c) all of our right, title, and interest in and to any and all commissions, fees, concessions or payments of any money due us (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and

(d) all "Goods," "Equipment," "Inventory" and "Fixtures" (as defined by the Missouri Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels, and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) herein are collectively referred to hereinafter as the "Security Interests" and each individually as a "Security Interest." We agree that we may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Franchise Partner.

This Agreement secures future credit extended to us by Franchise Partner pursuant to the Obligations and any other obligations, loans, indebtedness or other credit incurred by us after the date hereof.

We understand and agree that Franchise Partner has the right to levy, retain, sell, transfer or assign any property included as a Security Interest to satisfy all or part of our debt if we do not pay the amounts owed under this Agreement.

8. Representations and Warranties. We represent and warrant to Franchise Partner as follows:

(a) We are authorized to execute, deliver and perform this Agreement, and (if we are a corporation or a limited liability company) such execution, delivery and performance are within our corporate or company powers, have been duly authorized by the requisite corporate or company action and do not violate the terms of our organizational documents. Such execution and delivery and performance do not violate any agreement or undertaking to which we are a party or by which we are bound.

(b) We are the sole owner of all right, title, and interest in and to the Security Interests, having good and marketable title thereto, free and clear of any and all liens, claims or rights of others, except for the security interest granted to Franchise Partner pursuant to this Agreement and no financing statement

or lien instrument (other than which may be filed on behalf of Franchise Partner) covering any portion of the Security Interests is now on file in any public office.

(c) Our principal place of business and residence are provided in the application.

(d) The financial statements and other information furnished by, or on behalf of, us for purposes of obtaining credit, are complete and correct and fairly present our financial condition as of the dates referred to therein, and the results of our operations for the periods then ended, all in accordance with generally accepted accounting principles applied on a consistent basis. Since the date thereof, there has been no material change in our property, financial condition, or business operations. No information furnished by us to Franchise Partner in connection with the negotiation, execution, or future performance of this Agreement, contains any false or misleading information or misstatement of any facts.

9. Covenants. We agree that:

(a) We will execute and deliver financing statements and any other documents necessary and take all other actions as requested by Franchise Partner to establish and maintain a first priority security interest in the Security Interests and to obtain the full benefits of this Agreement.

(b) We will not create or permit to exist any other lien on, or encumbrance against, the Security Interests.

(c) We will reimburse Franchise Partner for all expenses, including attorney's fees and legal expenses, incurred by Franchise Partner in seeking to collect or enforce the Obligations or to enforce any rights under this Agreement. We agree all such expenses will be due and part of the Obligations whether or not litigation is commenced.

(d) We will endeavor to collect all Accounts subject to this Agreement, when due, and take such action with respect thereto as Franchise Partner may request, or, in the absence of such request, as is reasonable for our business and the protection of Franchise Partner's Security Interests.

(e) We will furnish to Franchise Partner such information relating to us, our account debtors and the Security Interests as Franchise Partner or its agents may request, and permit Franchise Partner or its agents to visit any place where any Security Interests (including, but not limited to, books and records) may be kept, and to audit, copy and make extracts therefrom, and will deliver any such books and records to Franchise Partner or its agents upon request, and will mark or stamp its records to show Franchise Partner's Security Interest upon request. Franchise Partner or its agents are expressly authorized to verify the accuracy of such books and records by any method Franchise Partner or its agents deem appropriate, including, but not limited to, direct contact with any and all account debtors. All of the foregoing may be accomplished as often as Franchise Partner deems appropriate.

(f) We will keep all of the Security Interests at the locations set forth in the application and the books and records pertaining to the Security Interests and maintain our chief executive office and chief place of business at the address set forth in the application, and shall not store any Security Interests in any other places, move the books and records, nor change the location of our chief executive office and chief place of business without obtaining Franchise Partner's prior written consent.

(g) We will not sell, assign, or transfer, any part or all of the Security Interests.

(h) We will, if any of the Security Interests are evidenced by promissory notes, trade acceptances, or other instruments for the payment of money, immediately deliver the same to Franchise Partner appropriately endorsed to Franchise Partner's order, and regardless of the form of such endorsement, we waive, demand, presentment, notice of dishonor and all other notices with respect thereto.

(i) We will notify Franchise Partner at least thirty (30) days before we: (i) make changes to our name, trade name, or name under which we do business; or (ii) make use of any new or additional names.

(j) Franchise Partner is expressly authorized to endorse, in our names, any item that may come into Franchise Partner's possession in any manner, representing any payment on, or other proceeds of, the Security Interests, and to apply the proceeds of the Security Interests to our Obligations in any manner Franchise Partner determines. We hereby waive demand, presentment, notice of dishonor and all other notices with respect thereto, and this authorization will be deemed a power coupled with an interest, and irrevocable until all Obligations are paid in full.

(k) We will not compromise, adjust, discount, or factor the Security Interests without Franchise Partner's prior written consent.

10. Financial Information. Upon request, we will promptly deliver to Franchise Partner:

- require;
- (a) a completed and signed financial statement in such form as Franchise Partner may
 - (b) a copy of our federal income tax returns, including all applicable schedules, attachments and exhibits; and
 - (c) any other financial statement or information concerning our financial affairs which they may request from time to time.

11. Events of Default and Remedies.

(a) Each of the following events is an "Event of Default" (which we agree also constitutes a "material and substantial breach" of the terms of our FLA pertaining to our Franchised Business):

(i) Any failure to make a timely payment of any amount due, in the full amount due, under this Agreement.

(ii) Any failure to perform any of our agreements or covenants contained in the FLA, or any inaccuracy in or breach of any of our representations or warranties in the FLA.

(iii) Any failure to perform any of our agreements or covenants contained in this Agreement or any other Credit Document, or any inaccuracy in or breach of any of our representations or warranties in this Agreement or any other Credit Document.

(iv) The death or incapacity (as such term is defined in the FLA) of any natural person who gave Franchise Partner a Security Interest to secure the amounts we owe under this Agreement or any other Credit Document.

(v) Any dissolution, change in control, appointment of a receiver, insolvency, filing of bankruptcy, sale of assets or attempt to terminate any guaranty of the Obligations under this Agreement or any other Credit Document by any corporation, limited liability company, partnership or other entity that signed this Agreement or any other Credit Document.

(vi) Any garnishment, attachment, levy, execution, seizure, restraint or similar process against any Security Interest.

(vii) Any entry of an injunction or other court order against us that prohibits or otherwise prevents us from conducting, transacting, or engaging in the Franchised Business including, without limitation, filing income tax returns electronically.

(viii) Any sale, disposition, assignment, gift or other transfer of any Security Interest without the prior written consent of Franchise Partner.

(ix) Any termination of any independent contractor agreement or any financial products license agreement between Block, or any subsidiary or franchisee of Block, or any

successors or assigns of Block or such subsidiary or franchisee, and us, pertaining to our Franchised Business.

(x) Any event or condition which, in Franchise Partner's sole discretion, is a material adverse change in our business or financial condition, or the business or financial condition of any endorser, guarantor, or surety for our debts, or which materially and adversely affects, or reasonably could affect, the ability of any of the foregoing to perform their respective obligations to Franchise Partner.

(xi) Any written notice to us of the reasonable determination by Franchise Partner that it deems itself insecure with respect to the payment of the Obligations or with respect to any of the Security Interests, including the reasons therefor.

(xii) Any termination or expiration of any FLA or other franchise agreement between us and H&R Block Tax Services, or any successor, assign, or affiliate.

(b) If an Event of Default occurs, Franchise Partner:

(i) will have the right to declare all amounts we owe under this Agreement and the other Credit Documents immediately due and payable, without presentment, demand, protest, notice of protest or dishonor or any other notice of any kind, all of which we hereby expressly waive;

(ii) will no longer be obligated to loan money to us under this Agreement or any other Credit Document;

(iii) may, in its sole and absolute discretion, exercise its rights and remedies under any of the other Credit Documents;

(iv) may, in its sole and absolute discretion, to the extent permitted by applicable law, increase the Term Loan Interest Rate, from and after the date the Event of Default occurred (before and after any judgment), by an amount equal to 4% in excess of the Term Loan Interest Rate;

(v) will have the right to notify any parties obligated on any of the Security Interests, including but not limited to, account and contract debtors to make payment thereof directly to Franchise Partner, and Franchise Partner may take control of all proceeds of any of the Security Interests, which rights Franchise Partner may exercise at any time whether or not we are in default. Until such time as Franchise Partner elects to exercise such rights, we are authorized to collect and enforce all such contracts and Accounts in accordance herewith. The cost of collection and enforcement, including, but not limited to, attorney's fees and expenses, if and to the extent not prohibited by applicable law, shall be borne by us whether the same incurred by Franchise Partner or us;

(vi) will be entitled to the immediate possession of the Security Interests, and may require us to assemble the Security Interests and records relating thereto and make them available to Franchise Partner or its agents at a place designated by Franchise Partner or its agents which is reasonably convenient to both parties, and Franchise Partner or its agents shall have the right and we do hereby authorize and empower Franchise Partner or its agents to enter upon the premises wherever the Security Interests may be, in order to take possession of them;

(vii) will be entitled to receive from us on demand any and all expenses, including, without limitation, legal expenses and attorney's fees incurred or paid by Franchise Partner in protecting the Security Interests or enforcing Obligations and other rights of Franchise Partner hereunder; and

(viii) Franchise Partner may take possession or payment of, endorse, collect, issue or accept, receipt for, settle, compromise, adjust, sue for possession or payment of, foreclose or

realize upon any of the Security Interests consisting of Accounts, General Intangibles, Payment Intangibles, Instruments or other intangible assets, all as Franchise Partner may determine, whether or not the Obligations are then due, and for the further purpose of realizing Franchise Partner's rights therein and in furtherance of these powers, Franchise Partner may receive, open and dispose of mail addressed to us and endorse instruments, notes, checks, drafts, money orders, documents of title or other evidences of payment, shipment or storage of any form of Security Interests on behalf of and in our names, and we hereby ratify and confirm any and all such actions as Franchise Partner may take pursuant hereto and waiving any claim against Franchise Partner or any of its officers or agents by reason of any of the foregoing actions except for any action taken in actual bad faith.

(c) Upon the occurrence of any Event of Default, Franchise Partner or its agents may proceed to dispose of the Security Interests, in whole or in part, in any commercially reasonable manner, including, but not limited to, sale (which may be public or private, or public as to some Security Interests and private as to other Security Interests), for cash or credit or partly for each, after first giving notice to us in the manner hereinafter provided, and Franchise Partner may apply the proceeds of any such disposition first to costs and expenses of retaking, holding, and preparing for sale or other disposition, second to costs and expenses of the sale or other disposition (including, but not limited to, attorney's fees and expenses, if and to the extent not prohibited by applicable law), and third, to the Obligations in such order as Franchise Partner may determine until discharged in full. Franchise Partner shall have the right upon any public sale and (to the extent permitted by applicable law) any private sale, to purchase the Security Interests and to make payment therefor by any means, whether by credit against the Obligations or otherwise. We agree that such purchase shall be free of, and we hereby waive and release, any right or equity of redemption we may have. Any balance of such proceeds remaining after discharge of the Obligations in full shall be distributed to such persons, including, but not limited to, us, as may be lawfully entitled thereto.

(d) If Franchise Partner disposes of any Security Interest, unless the Security Interest is perishable or threatens to decline speedily in value or is a type customarily sold on a recognized market, Franchise Partner will give us reasonable notice of the time and place of any public sale thereof, or the time after which any private sale or other intended disposition thereof is made. The requirement of reasonable notice shall be met if such notice is mailed, postage paid, to our principal place of business address set forth in the application at least ten (10) calendar days before the day of the public sale, with notice to the public by one publication in a local newspaper, or ten (10) days before the date after which the private sale or other intended disposition may take place.

(e) In addition, Franchise Partner shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as though fully set out herein.

(f) If Franchise Partner fails to exercise, or delays in exercising, any right, remedy, power or privilege under the Credit Documents (including the failure to charge us an amount or rate, or the correct amount or rate, we are obligated to pay under this Agreement), that failure or delay shall not operate as a waiver thereof. In addition, no single or partial exercise of any right, remedy, power or privilege under the Credit Documents shall preclude any other or future exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers, and privileges provided in the Credit Documents are cumulative and not exclusive of any rights, remedies, power, or privileges provided by law or equity.

12. **Governing Law.** Except to the extent federal law applies this Agreement and all actions, causes of action or claims of any kind (whether at law, in equity, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the other Credit Documents, or the negotiation, execution or performance of this Agreement or the other Credit Documents (including any action, cause of action, or claim of any kind based upon, arising out of or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) will be governed by and construed in accordance with, the substantive laws of the State of Missouri without reference or regard to the conflicts of law rules thereof.

13. **Severability.** Any provision of this Agreement which is in any respect invalid, prohibited, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that invalidity, prohibition, illegality, or unenforceability without invalidating the remaining provisions.

14. **Term of Agreement.**

(a) This Agreement will be in effect until all the unpaid balance, interest, fees, or other charges have been fully repaid to Franchise Partner.

(b) We acknowledge and agree Franchise Partner may, in its sole discretion, terminate this Agreement immediately, by giving us written notice thereof, if Franchise Partner reasonably determines, in good faith, the Term Loan Interest Rate in effect at the time of the determination violates applicable usury laws or similar laws governing the rate of interest it may legally charge with respect to credit extended to us under this Agreement.

In the event of termination, we will promptly pay all amounts owed under this Agreement (other than the Periodic Interest for the last Monthly Billing Period of the term of this Agreement, which we will pay pursuant to Section 5(e) of this Agreement).

15. **Notice.** Any notice from Franchise Partner to us, if mailed, shall be deemed given when mailed postage prepaid, addressed to our principal place of business set forth in the application as modified by any written notice hereinafter given by us to Franchise Partner. All notices or other communications required or permitted to be given to Franchise Partner pursuant to this Agreement shall be sent to Franchise Partner at its address set forth below or such other address as it may designate.

Email: Franchisepartner@hrblock.com

Franchise Partner, Inc.

One H&R Block Way
Kansas City, MO 64105
Facsimile: (800) 417-7098

16. **Collection Costs.** We agree to pay or reimburse Franchise Partner, upon demand, for all out-of-pocket costs and expenses to the extent permitted by law, including fees and expenses of counsel to Franchise Partner, incurred in enforcing our Obligations under this Agreement or any other Credit Document, including without limitation, in any bankruptcy proceeding.

17. **Written Consent to Obtain Credit Bureau Reports.** As long as there remains outstanding any Obligation under this Agreement or any other Credit Document, we consent to and direct that Franchise Partner obtain any credit bureau reports, credit scores, or other relevant financial information on us at any time, for any purpose.

18. **Disclosure of Information.** We consent to the disclosure of information by Franchise Partner to any employee, officer, contractor, representative, third party service provider, or agent of Block and any of its affiliates regarding this Agreement and related documents and Security Interests. Such disclosure may include, but not be limited to, credit bureau, income tax or financial information, our payment history, or any other information that Franchise Partner deems appropriate for disclosure as determined in its sole discretion.

19. **Assignment.** Franchise Partner may transfer its rights and obligations under this Agreement and the other Credit Documents to anyone it chooses. We cannot transfer our rights and obligations under this Agreement or any other Credit Document to anyone unless agreed to in writing by Franchise Partner.

20. **Entire Agreement; Amendments and Waivers.** This Agreement is the complete and exclusive statement of the entire agreement and understanding between Franchise Partner and us, and there are no agreements, understandings, covenants, representations or warranties between Franchise Partner and us other than those set forth herein. Neither this Agreement or any of the other Credit Documents nor any terms thereof may be changed, waived, discharged, or terminated except in a writing signed by Franchise Partner and us. No mistake or error in any Monthly Billing Statement will constitute a change, waiver, discharge, or termination under

this Agreement. This Agreement supersedes all prior agreements and understandings (written or oral) between Franchise Partner and us regarding the subject matter of this Agreement.

21. **Litigation; Waiver of Trial by Jury.** To induce Franchise Partner to accept this Agreement and all other Credit Documents, we hereby irrevocably agree that, subject to Franchise Partner's sole and absolute election, all actions or proceedings in any way, manner or respect arising out of or from this Agreement or the Credit Documents or any Security Interests held by Franchise Partner in connection herewith or therewith shall be litigated only in courts having situs within the State of Missouri. We hereby consent and submit to the jurisdiction of any local, state, or federal court located in said jurisdiction. We hereby waive any right we may have to transfer or change the venue of any litigation brought in accordance with this Section. IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER CONNECTED WITH THIS AGREEMENT OR THE OTHER CREDIT DOCUMENTS, WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

NOTICE TO CALIFORNIA BORROWERS

Franchise Partner, Inc. is a licensed California Finance Lender (License No. 6031805).

NOTICE TO NORTH DAKOTA BORROWERS

MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

NOTICE TO SOUTH DAKOTA BORROWERS

Franchise Partner, Inc. is licensed by the South Dakota Division of Banking as a Money Lender. Any improprieties in making this loan or in Franchise Partner's loan practices may be directed to the South Dakota Division of Banking at:

Division of Banking
South Dakota Department of Labor and Regulation 1601 N.
Harrison Avenue, Suite 1
Pierre, SD 57501
Phone: 605-773-3421

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of this _____ day of

Month _____ Year _____

FRANCHISE PARTNER, INC. _____ BORROWERS

Kate Odenwald, Assistant Treasurer _____ NAME, an individual

APPENDIX A

Transaction Summary

SHORT-TERM LOAN

CREDIT AND SECURITY AGREEMENT

Borrowers: _____
Date: _____
Maturity Date: _____
Loan Amount: _____

IN CONSIDERATION of credit extended to us by Franchise Partner, Inc., a Nevada corporation ("Franchise Partner"), pursuant to this Short-Term Loan Credit and Security Agreement ("STL"), we hereby agree with Franchise Partner as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Accounts" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"Administration Fee" has the meaning set forth in Section 4(a) of this Agreement.

"Agreement" means this Short-Term Loan Credit and Security Agreement.

"Approved Location" means the premises within the Borrower's franchise territory, granted under an FLA to establish an office or other outlet from which to conduct the Franchised Business.

"Credit Documents" means this Agreement, the Promissory Note, the Transaction Summary and all other documents signed by us or any other party to create or evidence security for our obligations under this Agreement.

"Collateral" has the meaning set forth in Section 8 of this Agreement.

"Draw" means a borrowing by us against our STL.

"Effective Date" shall mean the date written on the signature page to this Agreement.

"Event of Default" has the meaning set forth in Section 12(a) of this Agreement.

"FLA" means a Franchise License Agreement between a franchisee and H&R Block Tax Services, or any of its affiliates.

"Franchise Business" means a retail tax preparation business operated by a franchisee of H&R Block Tax Services, or any of its affiliates, pursuant to one or more FLAs.

"General Intangibles" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

"HRB Innovations" means H&R Block Innovations, Inc., a Delaware corporation with its principal place of business in Nevada. HRB Innovations is an affiliate of Franchise Partner.

"H&R Block Tax Services" means H&R Block Tax Services LLC, a Missouri limited liability company and affiliate of Franchise Partner.

"Instrument" has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

“Loan Amount” means the amount set forth in Section 2(a) of this Agreement.

“Loan Interest Rate” has the meaning set forth in Section 3(a) of this Agreement.

“Maturity Date” means April 30, 20__ which is the date on which full payment for the STL is due, as set forth in the Transaction Summary.

“NSF Fee” has the meaning set forth in Section 4(b) of this Agreement.

“Obligations” has the meaning set forth in Section 8 of this Agreement.

“Payment Intangible” has the meaning set forth in the Missouri Uniform Commercial Code in effect as of the date hereof.

“Prime Rate” means the prime rate of interest published in The Wall Street Journal as of the last day of each calendar month (or, if no rate was published for that day, the most recent preceding day on which the rate was published).

“Promissory Note” has the meaning set forth in Section 7(a) of this Agreement.

“STL” means this Short-Term Loan.

“Transaction Summary” has the meaning set forth in Appendix A.

“We,” “us” and “our” mean any natural persons, partnership, corporation or other entity listed above or which has signed this Agreement.

2. Loan Amount; Permitted Use of Loan Proceeds.

(a) Subject to the terms and conditions of this Agreement and the other Credit Documents, and in reliance upon our representations and warranties and our other commitments and obligations in this Agreement and the other Credit Documents, Franchise Partner agrees to extend credit to us in a principal amount of up to \$ (the “Loan Amount”). The aggregate unpaid amounts outstanding under our STL (including unpaid interest, Administration Fees, late charges and any other charges or fees) shall be subject to the terms of this Agreement. Amounts borrowed under the STL may be repaid prior to the Maturity Date without penalty and may be re-borrowed subject to the terms hereof so long as the total principal balance outstanding under this STL at any one time does not exceed the Loan Amount.

(b) We agree to use money we borrow from Franchise Partner only in connection with our operation of the Franchise Business. The proceeds from this STL will not be used for personal, family or household (i.e. non-commercial) purposes.

(c) We authorize Franchise Partner to record in its books and records the date and amount of each loan; interest, Administration Fee, late charges and any other charges or fees; each payment thereof; and the unpaid balance thereof. Those records are *prima facie* evidence of the accuracy of the information contained therein, except that the failure of Franchise Partner to record, or any error in recording, the information shall not limit, enlarge or otherwise affect our obligation to repay or pay the amounts due pursuant to this Agreement.

3. Interest.

(a) The unpaid balance will accrue interest from the dates on which the balance arose until we repay the amount borrowed. The interest will accrue at a variable rate per annum equal to the Prime

Rate plus **[5.00]**%, adjusted monthly (the "Loan Interest Rate"). The Loan Interest Rate will not exceed the highest rate permitted by applicable law.

(b) Interest on the unpaid amount of Draws outstanding shall be calculated from the Effective Date through to the date in which all amounts due under this STL are paid in full.

(c) Any change in the Loan Interest Rate derived from a change in the Prime Rate shall take effect on the first day of each calendar month beginning after the calendar month upon which the changed Prime Rate is based. If the Wall Street Journal ceases publication or ceases to report such a Prime Rate, then Franchise Partner shall, in its sole, reasonable discretion, select a comparable publication or other benchmark to determine the Prime Rate and provide notice thereof to us.

4. Fees.

(a) A one-time, non-refundable fee of \$200 shall be earned by Franchise Partner when this Agreement for the STL has been executed (the "Administration Fee"). Franchise Partner will automatically assess the Administration Fee on the first billing cycle after your STL is approved. For example, if your STL is approved on September 1, the Administration Fee will be assessed on September 5; if your STL is approved on October 15, the Administration Fee will be assessed on November 5. You will have until the Maturity Date to pay the Administration Fee.

(b) If any check tendered by us to Franchise Partner or ACH transfer made by us to Franchise Partner is dishonored for a reason not caused by Franchise Partner, we agree to pay to Franchise Partner a "NSF Fee" of \$15.00 for each check or ACH transfer that is dishonored.

5. Manner of Borrowing.

(a) We may make Draws by a completed and signed request for such Draw to Franchise Partner from time to time, in form and substance acceptable to Franchise Partner, in Franchise Partner's sole and absolute discretion or by other methods established by Franchise Partner from time to time up to and not to exceed the Term Loan Amount.

(b) We acknowledge Franchise Partner may, without liability to us, reject, cancel or delay in processing any Draw or an order therefor if Franchise Partner:

(i) is prohibited from accepting the order or processing the Draw by an order of any court or other applicable law, or

(ii) determines, in good faith, that the Draw would cause the unpaid amount of Draws outstanding to exceed the Term Loan Amount of our STL, or

(iii) determines, in good faith, an Event of Default under this Agreement has occurred and continues as of the date of the order or processing.

(c) Our initial Draw must exceed \$5,000.00. Any Draw thereafter must exceed \$1,000.00.

6. Payments.

(a) The Borrower shall repay to Franchise Partner on the Maturity Date, unless accelerated sooner pursuant to Section 12, the entire outstanding principal balance of the STL together with accrued but unpaid interest including interest and any unpaid fees, late charges and all other sums with respect thereto. All payments under this Agreement shall be applied first to accrued interest, fees, costs and expenses then due and the remainder to principal.

(b) We may, at any time, repay all or any portion of the unpaid amount of credit outstanding by remitting payment to Franchise Partner. We agree to send a written notice identifying our loan and

specifying the amount of the repayment with the payment. We may make a full prepayment or partial prepayments without paying a prepayment charge.

(c) Each person or entity signing this Agreement is jointly and severally obligated to repay all amounts owed under this Agreement. If we make a payment of part of the amount we owe Franchise Partner and Franchise Partner accepts it, even though it is designated as full payment, we will still owe the rest of the money we should have paid.

(hd) If we have a single ~~APARTL~~STL secured by more than one Approved Location or any added future Approved Locations, we must pay down a proportional amount of the Term Loan Amount, as determined by Franchise Partner, prior to selling, gifting, or otherwise alienating any Approved Location that secures the ~~APARTL~~STL. For the avoidance of doubt, this Section ~~56(hd)~~ only applies if we retain at least one Approved Location to secure our ~~APARTL~~STL but desire to sell, gift, or otherwise alienate others.

(ie) In no event shall the interest rate or rates payable under this Agreement and the other Credit Documents, plus any other amounts paid in connection herewith or therewith, exceed the highest rate permissible under any law that any court of competent jurisdiction shall, in a final determination, deem applicable. We and Franchise Partner, in executing and delivering this Agreement and the other Credit Documents, intend legally to agree upon the rate or rates of interest and manner of payment stated herein and therein; provided, that anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum amount allowable under applicable laws, then, *ipso facto*, as of the date of this Agreement, we are and shall be liable only for the payment of such maximum as allowed by law, and payment received from us in excess of such lawful maximum, whenever received, shall be applied to reduce the unpaid principal amount outstanding hereunder to the extent of such excess or returned to us if the unpaid principal amount outstanding hereunder shall have been paid in full.

~~6~~7. STL Promissory Note.

(a) The loans made by Franchise Partner to us under this Agreement shall be evidenced by a promissory note, substantially in the form of Exhibit A (the "Promissory Note"), payable to the order of Franchise Partner, representing our obligation to pay the unpaid amount of Draws outstanding, with interest thereon at the Loan Interest Rate as herein provided.

(b) We authorize Franchise Partner to record in its books and records the date and amount of each Draw; interest, late charges and other charges; each payment thereof; and the unpaid balance thereof. Those records shall constitute prima facie evidence of the accuracy of the information contained therein, except that the failure of Franchise Partner to record, or any error in recording, the information shall not limit, enlarge or otherwise affect our obligation to repay or pay the amounts due pursuant to this Agreement.

8. Security Interest. As security for the prompt and complete payment and performance when due of all our indebtedness, obligations and liabilities of every kind, nature and description, direct or indirect, primary or secondary, secured or unsecured, joint and several, absolute or contingent, due or to become due to Franchise Partner, now existing or hereinafter incurred, regardless of how it may be evidenced ("Obligations") and all renewals and extensions of any of ~~our Obligations~~the foregoing, we hereby grant to Franchise Partner a security interest in our right, title and interest in the following, whether now or hereafter owned, acquired, arising, and all proceeds and products thereof:

(a) all of our right, title and interest in and to any and all franchise agreements (including without limitation any existing or future FLAs) and other agreements (including any and all amendments thereto) by and between H&R Block Tax Services, or any franchisee of H&R Block Tax Services or any successors or assigns of H&R Block Tax Services or franchisee, and us (whether now existing or hereafter entered into) pertaining to our operation of a business which provides tax return preparation

and related and additional services under the name "H&R Block" or names similar thereto or derived therefrom and any and all other trade names, logos, trademarks, service marks or licensed marks: (i) owned or adopted by [BlockHRB Innovations](#), or registered by [BlockHRB Innovations](#), under appropriate service mark or trademark registration laws for use in the business of preparing income tax returns and performing related services; and (ii) licensed to us pursuant to those agreements; and

(b) all Accounts, General Intangibles, Instruments and Payment Intangibles now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and

(c) all of our right, title, and interest in and to any and all commissions, fees, concessions or payments of any money due us (whether now existing or hereafter acquired), as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business or financial products business, with any duly licensed member of the National Association of Securities Dealers, Inc., or with any broker/dealer; and

(d) all "Goods," "Equipment," "Inventory" and "Fixtures" (as defined by the Missouri Uniform Commercial Code in effect as of the date hereof) now and/or hereafter owned or acquired and used by us in connection with the Franchised Business, including (without limitation) all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels, and calculators; and

(e) any proceeds received upon the sale, collection, or other disposition of any of the items described in (a), (b), (c) or (d) above.

The items set forth in clauses (a), (b), (c), (d) and (e) [herein of this Section Eight \(8\)](#) are collectively referred to hereinafter as the "Security Interests" and each individually as a "Security Interest." We agree that we may not pledge, subordinate, sell, dispose of, or otherwise encumber these items, without the express, prior written consent of Franchise Partner.

This Agreement secures future credit extended to us by Franchise Partner pursuant to the Obligations and any other obligations, loans, indebtedness or other credit incurred by us after the date hereof.

We understand and agree that Franchise Partner has the right to levy, retain, sell, transfer or assign any property included as a Security Interest to satisfy all or part of our debt if we do not pay the amounts owed under this Agreement.

[79](#). Representations and Warranties. We represent and warrant to Franchise Partner as follows:

(a) We are authorized to execute, deliver and perform this Agreement, and (if we are a corporation or a limited liability company) such execution, delivery and performance are within our corporate or company powers, have been duly authorized by the requisite corporate or company action and do not violate the terms of our organizational documents. Such execution and delivery and performance do not violate any agreement or undertaking to which we are a party or by which we are bound.

(b) We are the sole owner of all right, title, and interest in and to the [Security Interests Collateral](#), having good and marketable title thereto, free and clear of any and all liens, claims or rights of others, except for the security interest granted to Franchise Partner pursuant to this Agreement and no financing statement or lien instrument (other than which may be filed on behalf of Franchise Partner) covering any portion of the [Security Interests Collateral](#) is now on file in any public office.

(c) Our principal place of business and residence are provided in the application.

(d) The financial statements and other information furnished by, or on behalf of, us for purposes of obtaining credit, are complete and correct and fairly present our financial condition as of the dates referred to therein, and the results of our operations for the periods then ended, all in accordance with generally accepted accounting principles applied on a consistent basis. Since the date thereof, there has been no material change in our property, financial condition, or business operations. No information furnished by us to Franchise Partner in connection with the negotiation, execution, or future performance of this Agreement, contains any false or misleading information or misstatement of any facts.

§10. Covenants. We agree that:

(a) We will execute and deliver financing statements and any other documents necessary and take all other actions as requested by Franchise Partner to establish and maintain a first priority security interest in the ~~Security Interests~~Collateral and to obtain the full benefits of this Agreement.

(b) We will not create or permit to exist any other lien on, or encumbrance against, the ~~Security Interests~~Collateral.

(c) We will reimburse Franchise Partner for all expenses, including attorney's fees and legal expenses, incurred by Franchise Partner in seeking to collect or enforce the Obligations or to enforce any rights under this Agreement. We agree all such expenses will be due and part of the Obligations whether or not litigation is commenced.

~~(d) We will endeavor to collect all Accounts subject to this Agreement, when due, and take such action with respect thereto as Franchise Partner may request, or, in the absence of such request, as is reasonable for our business and the protection of Franchise Partner's Security Interests.~~

~~(e) We will~~ furnish to Franchise Partner such information relating to us, our account debtors and the ~~Security Interests~~Collateral as Franchise Partner or its agents may request, and permit Franchise Partner or its agents to visit any place where any ~~Security Interests~~Collateral (including, but not limited to, books and records) may be kept, and to audit, copy and make extracts therefrom, and will deliver any such books and records to Franchise Partner or its agents upon request, and will mark or stamp its records to show Franchise Partner's ~~Security Interest~~security interest upon request. Franchise Partner or its agents are expressly authorized to verify the accuracy of such books and records by any method Franchise Partner or its agents deem appropriate, including, but not limited to, direct contact with any and all account debtors. All of the foregoing may be accomplished as often as Franchise Partner deems appropriate.

~~(f) We will~~ keep all of the ~~Security Interests~~Collateral at the locations set forth in the application and the books and records pertaining to the ~~Security Interests~~Collateral and maintain our chief executive office and chief place of business at the address set forth in the application, and shall not store any ~~Security Interests~~Collateral in any other places, move the books and records, nor change the location of our chief executive office and chief place of business without obtaining Franchise Partner's prior written consent.

(f) We will not sell, assign or transfer, any part or all of the Collateral.

(g) We will ~~not sell, assign, or transfer, any part or all of the Security Interests.~~

~~(h) We will, if any of the Security Interests are evidenced by promissory notes, trade acceptances, or other instruments for the payment of money, immediately deliver the same to Franchise Partner appropriately endorsed to Franchise Partner's order, and regardless of the form of such endorsement, we waive, demand, presentment, notice of dishonor and all other notices with respect thereto.~~

~~(i)~~ ~~We will~~ notify Franchise Partner at least thirty (30) days before we: (i) make changes to our name, trade name, or name under which we do business; or (ii) make use of any new or additional names.

(j) Franchise Partner is expressly authorized to endorse, in our names, any item that may come into Franchise Partner's possession in any manner, representing any payment on, or other proceeds of, the ~~Security Interests~~ Collateral, and to apply the proceeds of the ~~Security Interests~~ Collateral to our Obligations in any manner Franchise Partner determines. We hereby waive demand, presentment, notice of dishonor and all other notices with respect thereto, and this authorization will be deemed a power coupled with an interest, and irrevocable until all Obligations are paid in full.

~~(k)~~ ~~We will not compromise, adjust, discount, or factor the Security Interests without Franchise Partner's prior written consent.~~

~~9~~11. **Financial Information.** Upon request, we will promptly deliver to Franchise Partner:

- (a) a completed and signed financial statement in such form as Franchise Partner may require;
- (b) a copy of our federal income tax returns, including all applicable schedules, attachments and exhibits; and
- (c) any other financial statement or information concerning our financial affairs which ~~they~~ Franchise Partner may request from time to time.

~~10~~12. **Events of Default and Remedies.**

(a) Each of the following events is an "Event of Default" (which we agree also constitutes a "material and substantial breach" of the terms of our FLA pertaining to our ~~Franchised~~ Franchise Business):

- (i) Any failure to make a timely payment of any amount due, in the full amount due, under this Agreement.
- (ii) Any failure to perform any of our agreements or covenants contained in the FLA, or any inaccuracy in or breach of any of our representations or warranties in the FLA.
- (iii) Any failure to perform any of our agreements or covenants contained in this Agreement or any other Credit Document, or any inaccuracy in or breach of any of our representations or warranties in this Agreement or any other Credit Document.
- (iv) The death or incapacity (~~as such term is defined in the FLA~~) of any natural person who gave Franchise Partner a ~~Security Interest~~ security interest to secure the amounts we owe under this Agreement or any other Credit Document.
- (v) Any dissolution, change in control, appointment of a receiver, insolvency, filing of bankruptcy, sale of assets or attempt to terminate any guaranty of the ~~Obligations~~ obligations under this Agreement or any other Credit Document by any corporation, limited liability company, partnership or other entity that signed this Agreement or any other Credit Document.
- (vi) Any garnishment, attachment, levy, execution, seizure, restraint or similar process against any ~~Security Interest~~ Collateral.

(vii) Any entry of an injunction or other court order against us that prohibits or otherwise prevents us from conducting, transacting, or engaging in the ~~Franchised~~Franchise Business including, without limitation, filing income tax returns electronically.

(viii) Any sale, disposition, assignment, gift or other transfer of any ~~Security Interest~~Collateral without the prior written consent of Franchise Partner.

(ix) Any termination of any independent contractor agreement or any financial products license agreement between ~~Block, or any subsidiary or franchisee of Block, or any H&R Block Tax Services, or any of its affiliates, subsidiaries, parents, or franchisees, or any of its~~ successors or assigns ~~of Block or such subsidiary or franchisee, and us~~, pertaining to our ~~Franchised~~Franchise Business.

(x) Any event or condition which, in Franchise Partner's sole discretion, is a material adverse change in our business or financial condition, or the business or financial condition of any endorser, guarantor, or surety for our debts, or which materially and adversely affects, or reasonably could affect, the ability of any of the foregoing to perform their respective obligations to Franchise Partner.

(xi) Any written notice to us of the reasonable determination by Franchise Partner that it deems itself insecure with respect to the payment of the Obligations or with respect to any of the ~~Security Interests~~Collateral, including the reasons therefor.

(xii) Any termination or expiration of any FLA or other franchise agreement between us and H&R Block Tax Services, ~~or any successor, assign, or affiliate.~~

(b) If an Event of Default occurs, Franchise Partner:

(i) will have the right to declare all amounts we owe under this Agreement and the other Credit Documents immediately due and payable, without presentment, demand, protest, notice of protest or dishonor or any other notice of any kind, all of which we hereby expressly waive;

(ii) will no longer be obligated to loan money to us under this Agreement or any other Credit Document;

(iii) may, in its sole and absolute discretion, exercise its rights and remedies under any of the other Credit Documents;

(iv) may, in its sole and absolute discretion, to the extent permitted by applicable law, increase the ~~Term~~ Loan Interest Rate, from and after the date the Event of Default occurred (before and after any judgment), by an amount equal to 4% in excess of the ~~Term~~ Loan Interest Rate;

(v) ~~will have the right to notify any parties obligated on any of the Security Interests, including but not limited to, account and contract debtors to make payment thereof directly to Franchise Partner, and Franchise Partner may take control of all proceeds of any of the Security Interests, which rights Franchise Partner may exercise at any time whether or not we are in default. Until such time as Franchise Partner elects to exercise such rights, we are authorized to collect and enforce all such contracts and Accounts in accordance herewith. The cost of collection and enforcement, including, but not limited to, attorney's fees and expenses, if and to the extent not prohibited by applicable law, shall be borne by us whether the same incurred by Franchise Partner or us; may, in its sole and absolute discretion, recommend to H&R Block Tax Services that it terminate the FLA in accord with the terms of the FLA;~~

(vi) will be entitled to the immediate possession of the ~~Security Interests~~Collateral, and may require us to assemble the ~~Security Interests~~Collateral and records relating thereto and make them available to Franchise Partner or its agents at a place designated by Franchise Partner or its agents which is reasonably convenient to both parties, and Franchise Partner or its agents shall have the right and we do hereby authorize and empower Franchise Partner or its agents to enter upon the premises wherever the ~~Security Interests~~Collateral may be, in order to take possession of them; and

(vii) will be entitled to receive from us on demand any and all expenses, including, without limitation, legal expenses and attorney's fees incurred or paid by Franchise Partner in protecting the ~~Security Interests~~Collateral or enforcing Obligations and other rights of Franchise Partner hereunder; and

~~(viii) Franchise Partner may take possession or payment of, endorse, collect, issue or accept, receipt for, settle, compromise, adjust, sue for possession or payment of, foreclose or realize upon any of the Security Interests consisting of Accounts, General Intangibles, Payment Intangibles, Instruments or other intangible assets, all as Franchise Partner may determine, whether or not the Obligations are then due, and for the further purpose of realizing Franchise Partner's rights therein and in furtherance of these powers, Franchise Partner may receive, open and dispose of mail addressed to us and endorse instruments, notes, checks, drafts, money orders, documents of title or other evidences of payment, shipment or storage of any form of Security Interests on behalf of and in our names, and we hereby ratify and confirm any and all such actions as Franchise Partner may take pursuant hereto and waiving any claim against Franchise Partner or any of its officers or agents by reason of any of the foregoing actions except for any action taken in actual bad faith.~~

(c) Upon the occurrence of any Event of Default, Franchise Partner or its agents may proceed to dispose of the ~~Security Interests~~Collateral, in whole or in part, in any commercially reasonable manner, including, but not limited to, sale (which may be public or private, or public as to some ~~Security Interests~~Collateral and private as to other ~~Security Interests~~Collateral), for cash or credit or partly for each, after first giving notice to us in the manner hereinafter provided, and Franchise Partner may apply the proceeds of any such disposition first to costs and expenses of retaking, holding, and preparing for sale or other disposition, second to costs and expenses of the sale or other disposition (including, but not limited to, attorney's fees and expenses, if and to the extent not prohibited by applicable law), and third, to the Obligations in such order as Franchise Partner may determine until discharged in full. Franchise Partner shall have the right upon any public sale and (to the extent permitted by applicable law) any private sale, to purchase the ~~Security Interests~~Collateral and to make payment therefor by any means, whether by credit against the Obligations or otherwise. We agree that such purchase shall be free of, and we hereby waive and release, any right or equity of redemption we may have. Any balance of such proceeds remaining after discharge of the Obligations in full shall be distributed to such persons, including, but not limited to, us, as may be lawfully entitled thereto.

(d) If Franchise Partner disposes of any ~~Security Interest~~Collateral, unless the ~~Security Interest~~Collateral is perishable or threatens to decline speedily in value or is a type customarily sold on a recognized market, Franchise Partner will give us reasonable notice of the time and place of any public sale thereof, or the time after which any private sale or other intended disposition thereof is made. The requirement of reasonable notice shall be met if such notice is mailed, postage paid, to our principal place of business address set forth in the application at least ten (10) calendar days before the day of the public sale, with notice to the public by one publication in a local newspaper, or ten (10) days before the date after which the private sale or other intended disposition may take place.

(e) In addition, Franchise Partner shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as though fully set out herein.

(f) If Franchise Partner fails to exercise, or delays in exercising, any right, remedy, power or privilege under the Credit Documents (including the failure to charge us an amount or rate, or the correct amount or rate, we are obligated to pay under this Agreement), that failure or delay shall not operate as a waiver thereof. In addition, no single or partial exercise of any right, remedy, power or privilege under the Credit Documents shall preclude any other or future exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers, and privileges provided in the Credit Documents are cumulative and not exclusive of any rights, remedies, powers or privileges provided by law or equity.

~~11~~**13. Governing Law.** Except to the extent federal law applies this Agreement and all actions, causes of action or claims of any kind (whether at law, in equity, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the other Credit Documents, or the negotiation, execution or performance of this Agreement or the other Credit Documents (including any action, cause of action, or claim of any kind based upon, arising out of or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) will be governed by and construed in accordance with, the substantive laws of the State of Missouri without reference or regard to the conflicts of law rules thereof.

~~12~~**14. Severability.** Any provision of this Agreement which is in any respect invalid, prohibited, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that invalidity, prohibition, illegality, or unenforceability without invalidating the remaining provisions.

~~13~~**15. Term of Agreement.**

(a) This Agreement will be in effect until the Maturity Date and all the unpaid balance, interest, fees, or other charges have been fully repaid to Franchise Partner.

(b) We acknowledge and agree Franchise Partner may, in its sole discretion, terminate this Agreement immediately, by giving us written notice thereof, if Franchise Partner reasonably determines, in good faith, the ~~Term~~ Loan Interest Rate in effect at the time of the determination violates applicable usury laws or similar laws governing the rate of interest it may legally charge with respect to credit extended to us under this Agreement.

In the event of termination, we will promptly pay all amounts owed under this Agreement ~~(other than the Periodic Interest for the last Monthly Billing Period of the term of this Agreement, which we will pay pursuant to Section 5(c) of this Agreement).~~

~~14~~**16. Notice.** Any notice from Franchise Partner to us, if mailed, shall be deemed given when mailed postage prepaid, addressed to our principal place of business set forth in the application as modified by any written notice hereinafter given by us to Franchise Partner. All notices or other communications required or permitted to be given to Franchise Partner pursuant to this Agreement shall be sent to Franchise Partner at its address set forth below or such other address as it may designate.

Email: Franchisepartner@hrblock.com

Franchise Partner, Inc.
One H&R Block Way
Kansas City, MO 64105
Facsimile: (800) 417-7098

~~15~~**17. Collection Costs.** We agree to pay or reimburse Franchise Partner or its affiliate, upon demand, for all out-of-pocket costs and expenses to the extent permitted by law, including fees and expenses of counsel ~~to Franchise Partner, incurred in enforcing our Obligations to Franchise Partner or its affiliate, incurred in enforcing our obligations~~ under this Agreement or any other Credit Document, including without limitation, in any bankruptcy proceeding.

~~16. **Written Consent to Obtain Credit Bureau Reports.** As long as there remains outstanding any Obligation under this Agreement or any other Credit Document, we consent to and direct that Franchise Partner obtain any credit bureau reports, credit scores, or other relevant financial information on us at any time, for any purpose.~~

18. **Written Consent to Obtain Credit Bureau Reports.** As long as there remains outstanding any debt or obligation under this Agreement or any other Credit Document, we consent to and direct that Franchise Partner obtain any credit bureau reports, credit scores or other relevant financial information on us at any time, for any purpose.

~~17~~**19. Disclosure of Information.** We consent to the disclosure of information by Franchise Partner to any employee, officer, contractor, representative, third party service provider, or agent of H&R Block Tax Services and any of its affiliates regarding this Agreement and related documents and ~~Security Interests~~Collateral. Such disclosure may include, but not be limited to, credit bureau, income tax or financial information, our payment history, or any other information that Franchise Partner deems appropriate for disclosure as determined in its sole discretion.

~~18~~**20. Assignment.** Franchise Partner may transfer its rights and obligations under this Agreement and the other Credit Documents to anyone it chooses. We cannot transfer our rights and obligations under this Agreement or any other Credit Document to anyone unless agreed to in writing by Franchise Partner.

~~19~~**21. Entire Agreement; Amendments and Waivers.** This Agreement is the complete and exclusive statement of the entire agreement and understanding between Franchise Partner and us, and there are no agreements, understandings, covenants, representations or warranties between Franchise Partner and us other than those set forth herein. Neither this Agreement or any of the other Credit Documents nor any terms thereof may be changed, waived, discharged, or terminated except in a writing signed by Franchise Partner and us. ~~No mistake or error in any Monthly Billing Statement will constitute a change, waiver, discharge, or termination under this Agreement.~~ This Agreement supersedes all prior agreements and understandings (written or oral) between Franchise Partner and us regarding the subject matter of this Agreement.

~~20~~**22. Litigation; Waiver of Trial by Jury.** To induce Franchise Partner to accept this Agreement and all other Credit Documents, we hereby irrevocably agree that, subject to Franchise Partner's sole and absolute election, all actions or proceedings in any way, manner or respect arising out of or from this Agreement or the Credit Documents or any ~~Security Interests~~Collateral held by Franchise Partner in connection herewith or therewith shall be litigated only in courts having situs within the State of Missouri. We hereby consent and submit to the jurisdiction of any local, state, or federal court located in said jurisdiction. We hereby waive any right we may have to transfer or change the venue of any litigation brought in accordance with this Section. IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER CONNECTED WITH THIS AGREEMENT OR THE OTHER CREDIT DOCUMENTS, WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

23. **Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

NOTICE TO CALIFORNIA BORROWERS

Franchise Partner, Inc. is a licensed California Finance Lender (License No. 6031805).

NOTICE TO NORTH DAKOTA BORROWERS

MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE

DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

NOTICE TO SOUTH DAKOTA BORROWERS

Franchise Partner, Inc. is licensed by the South Dakota Division of Banking as a Money Lender. Any improprieties in making this loan or in Franchise Partner's loan practices may be directed to the South Dakota Division of Banking at:

Division of Banking
South Dakota Department of Labor and Regulation
1601 N. Harrison Avenue, Suite 1
Pierre, SD 57501
Phone: 605-773-3421

[SIGNATURES ON FOLLOWING PAGE]

~~APPENDIX A~~

[Appendix A](#)

Transaction Summary

Exhibit A**SHORT-TERM LOAN
PROMISSORY NOTE**

\$ _____ Franchise Partner, Inc.
 _____ Short-Term Loan
 _____ 1 H&R Block Way
 _____ (13th and Main St.)
 _____ Kansas City, Missouri 64105
 _____, 20 _____

FOR VALUE RECEIVED, the undersigned ("Borrower") hereby promises (jointly and severally, to the extent more than one person signs this Promissory Note) to pay to the order of Franchise Partner, Inc., a Nevada corporation ("Lender"), at the office of Lender set forth above, or another place as Lender may direct, on April _____, 20____ in accordance with the provisions of that certain Short-Term Loan Credit and Security Agreement dated as of April _____, 20____ by and between Lender and the undersigned, as amended, supplemented or modified from time to time (the "Agreement"), in lawful money of the United States of America, the principal sum of _____ Dollars (\$ _____) or, if less, the aggregate unpaid amount of Draws made by the undersigned pursuant to the Agreement. All capitalized terms used herein and not otherwise specifically defined herein shall have the meanings as defined in the Agreement.

Borrower further agrees to pay interest from time to time at Lender's office in like money, on the aggregate unpaid amount of Draws owing hereunder from time to time from the date hereof at the rates specified in Section 3 of the Agreement and payable as set forth in Section 6 of the Agreement. Interest shall also be payable on any overdue payment of unpaid Draws outstanding and (to the extent permitted by law) interest, administration fees and late charges as set forth in the Agreement.

If not sooner paid, the principal sum due and owing hereunder together with interest accrued thereon and all other amounts owing under the Agreement but not previously paid shall be due and payable on _____, 20____. Upon the occurrence of any Event of Default specified in the Agreement, all amounts then remaining unpaid on this Promissory Note may be declared to be, or shall be, immediately due and payable as provided in the Agreement without presentment, demand, protest or other notice of any kind, all of which Borrower expressly waives.

The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time, or nullify any prior exercise of any such rights or remedies without the express written consent of Lender. No waiver of any of Lender's rights shall be effective unless in writing, and any waiver of any default or any instance of non-compliance shall be limited to its express terms and shall not extend to any other default or instance of non-compliance.

To the extent permitted by law, but subject to the remaining terms of this Promissory Note, each obligor on this Promissory Note whether a Borrower, maker, accommodation maker, guarantor, or endorser hereby (a) waives notice of delinquency, notice of default, notice of intent to accelerate, notice of acceleration, demand for payment, presentment for payment, notice of protest, protest, notice of nonpayment, and notice of dishonor and all other notices in connection with the delivery, acceptance, performance, default or enforcement of payment of this Promissory Note, (b) agrees that any extension of time for the payment of this Promissory Note shall not release or reduce the liability of any obligor, and further waives all notice of each such extension, (c) waives the benefits of any statutory or common law provision limiting the liability of, or requiring the discharge or exoneration of, a guarantor or surety, and all benefits, claims, rights and defenses based on the law of suretyship or impairment of collateral, including any benefits, claims, rights or defenses any obligor may have pursuant to provisions of any state or federal laws, (d) waives the benefits of any statutory or common law provision that releases, discharges, or limits the liability of a remaining obligor following the release of a co-obligor, (e) waives any homestead or exemption laws and any rights thereunder with respect to any collateral taken as security for repayment of this Promissory Note, (f) waives the benefits of any legal or equitable doctrine or principle of

marshalling, (g) waives the benefits of any statutory or common law provision limiting the right of Lender to recover a deficiency judgment or otherwise proceed against any obligor after the foreclosure, sale or other disposition of any security for this Promissory Note, and (h) agrees that none of the following shall release or reduce the liability of any obligor in any manner whatsoever: (i) the release of any one or more of the obligors or any settlement or compromise with any one or more of the obligors with respect to this Promissory Note, any security instrument or any of the other Credit Documents, (ii) the taking or compromise, modification, substitution, exchange, impairment, waiver, release or surrender of any collateral or security instrument taken as security for this Promissory Note or for performance under any security instrument or any of the other Credit Documents, or (iii) the amendment, modification, extension, renewal, increase, or consolidation of this Promissory Note, any security instrument or any of the other Credit Document, and each obligor waives notice of each such release, settlement, compromise, taking, substitution, exchange, impairment, waiver, surrender, amendment, modification, extension, renewal, increase, or consolidation. Lender may delay or forego enforcing any of its rights or remedies under this Promissory Note without being deemed to have waived or forfeited such rights.

We hereby authorize Lender, or any agent of Lender, to record in its books and records the date and amount of each Draw; interest, administration fees, late charges and other charges; each payment thereof; and the unpaid balance thereof. Those records shall constitute *prima facie* evidence of the accuracy of the information contained therein, except the failure of Lender, or any agent of Lender, to record, or any error in recording, that information shall not limit, enlarge or otherwise affect Borrower's obligations hereunder. This Promissory Note is entitled to the benefits of the Agreement and subject to prepayment in whole or in part as provided therein.

The validity, construction and enforcement of this Promissory Note and the rights and obligations of the holder and Borrower hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without regard to conflicts of law principles).

This Promissory Note is secured by, among other liens and security interests, that certain grant of security interest in the Collateral pursuant to the Agreement.

**FRANCHISE ELECTRONIC FILING
AND SOFTWARE SYSTEMS AGREEMENT**

This Franchise Electronic Filing and Software Systems Agreement (“Agreement”) is entered into between H&R Block Tax Services LLC, a Missouri limited liability company, and its affiliates (“H&R Block”), and you (“Franchisee”) (collectively “Parties”). BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY INSTALLING, ACCESSING, OR USING ANY SOFTWARE THAT IS PART OF THE H&R BLOCK PROGRAM AND SYSTEM (as that term is defined below), YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE.

Franchisee is a party to a franchise agreement or franchise agreements with H&R Block (all of which may be referred to collectively as the “Franchise Agreement” or may be referred to separately as “each separate Franchise Agreement,” as the context requires). All capitalized terms used in this Agreement, not otherwise specifically defined, will have the meanings as defined in the Franchise Agreement.

H&R Block has developed software systems to prepare income tax returns and deliver related products and services and a computerized system that allows Franchisee to provide clients with various products and services, including the ability to use the IRS’s e-file system (“Electronic Filing Services”) (collectively “Program and System”). Franchisee desires to use the Program and System for the operation of the Franchised Business.

In exchange for the respective promises contained this Agreement, the Parties agree as follows:

1. Grant of License. Subject to the terms and conditions set forth below and in the Franchise Agreement, H&R Block grants Franchisee a license to use the Program and System in connection with the operation of the Franchised Business and Electronic Filing Services during the term of this Agreement.

2. Use of the H&R Block Program and System. Franchisee will use the Program and System only during the times that H&R Block makes the Program and System available. H&R Block will announce through written or electronic communications directed to Franchisee any dates established by H&R Block as the first date or last date that Electronic Filing Services may be provided by Franchisee to clients through use of the Program and System. Any announcement will not be subject to the “Notices” provision of this Agreement.

H&R Block will provide a variety of services to Franchisee that are allowed by applicable laws and consistent with the Franchise Agreement and related documents. The services may include services that assist Franchisee in the preparation of tax returns or related auxiliary services. Types of services may include, but are not limited to, electronic support and technology, retail office location analysis, tax law analysis and tax preparation support, business continuity and transition services, client complaint support, data security and storage, training, joint marketing of products and services, market research, data analysis, business results reporting, e-filing, collections support, payment processing, fraud protection support, investigations and audit support, and quality control assistance. Some of these services will involve a disclosure by Franchisee of Client Data, including tax return information to H&R Block.

In the ordinary course of business, the Parties may disclose Client Data and any other non-public, personal information to each other as permitted by law including, but not limited to, when: (a) the receiving party is acting as a service provider to the disclosing party, or (b) necessary to effect, administer, or enforce a transaction that a client requests or authorizes, or (c) servicing or processing financial products or services that a client requests or authorizes to maintain or service the client’s account. The party receiving Client Data and any other non-public, personal information must take reasonable and appropriate steps to maintain

safeguards for the protection of all Client Data and any other non-public, personal information provided by the disclosing party; and the receiving party agrees that it is prohibited from disclosing or using the Client Data and any other non-public, personal information other than to carry out Services (as defined in Section 6 of this Agreement). This may include other uses or disclosures as permitted by law in the ordinary course of business so that the receiving party may perform Services.

The Parties are tax return preparers subject to IRC Section 7216. IRC Section 7216 limits tax return preparers' ability to use and disclose tax return information without consent for purposes other than the preparation of a tax return; however, certain exceptions may apply (including, but not limited to, a party's provision of "auxiliary services" for another party in connection with tax preparation). The Parties are subject to restrictions under IRC Section 7216 and acknowledge that a violation is a misdemeanor criminal offense subject to: (a) a \$1,000 fine per violation, (b) a prison sentence of up to one year, and (c) certain civil penalties available under IRC Section 6713.

3. Term. Unless terminated earlier, this Agreement is in effect for a "Term" commencing upon acceptance by Franchisee and ending on the earlier of: (a) November 30 of the year following the date of acceptance; or (b) the date a subsequent Franchise Electronic Filing and Software Systems Agreement is accepted by Franchisee.;

4. Limitations on Authority Granted. Franchisee must use the Program and System only as provided in this Agreement or as otherwise instructed by H&R Block and only during the Term granted under this Agreement. Franchisee must use the Program and System when H&R Block's Electronic Filing Services are permitted to be offered by Franchisee under the terms of the Franchise Agreement and only at Approved Locations.

Franchisee further agrees and acknowledges that all Client Data recorded and transmitted by Franchisee using the Program and System will be transmitted to an H&R Block server where H&R Block will maintain it electronically under its retention policy. H&R Block will use this electronically-stored Client Data to populate certain fields in the tax preparation software when the client returns to H&R Block or an H&R Block franchise in future years.

5. Conditions Precedent. This Agreement and the respective rights and obligations of the Parties regarding the Program and System during the Term are expressly conditioned upon (a) H&R Block's acceptance to participate in the IRS's Electronic Filing Services for the Tax Season (the period from the first weekday after January 1 through the last date individual federal income tax returns for the preceding year may be filed without an extension of time or incurring any penalty for late filing); (b) Franchisee's being accepted by the IRS to participate in Electronic Filing Services for the Tax Season; and (c) Franchisee's satisfactory completion of training in the use and operation of the Program and System as determined by H&R Block in its sole discretion.

6. Integration with Franchise Agreement. Any services performed using the Program and System, Electronic Filing Services or Authorized Services (collectively, "Services"), and all provisions in each separate Franchise Agreement under which the Services are conducted, will pertain to the Program and System or Electronic Filing Services. Any provision in this Agreement pertaining to the Program and System or Electronic Filing Services that differs from any related provision of the Franchise Agreement pertaining to Services, will constitute an amendment to the Franchise Agreement solely with respect to the Program and System or Electronic Filing Services. Franchisee's material and substantial breach of the terms of this Agreement will entitle H&R Block, in addition to all other remedies for the breach provided in this Agreement, to terminate each separate Franchise Agreement to which the breach relates according to its terms.

7. Remote Computer Access for Audits and Service.

7.1 Audits and Assistance. H&R Block may audit your Franchised Business remotely by accessing your computer system electronically. You may also request computer assistance, including troubleshooting, technical support, and diagnostic services from H&R Block. You acknowledge and authorize H&R Block to have unlimited remote computer access rights to your system to perform audits and service, and you must cooperate with H&R Block in implementing any resulting recommendations or computer-related maintenance actions.

7.2 Service. If service involves transferring information or installing software, you represent that you have the legal right to copy the information, use the software, agree to the terms of the software license, and authorize H&R Block to transfer information and accept the terms on your behalf in performing the service.

7.3 Remote Computer Access. You give H&R Block unlimited remote access to your computer data, hardware, software, and any applicable network or related device to provide services or perform audits. You will allow H&R Block to temporarily control your computer and access your computer functions, with or without prior notice to you. If requested by H&R Block, you will leave your computer and internet connection operating while H&R Block provides the services described above. You understand that while providing services, H&R Block may access personal information on your computer or information related to your computer. H&R Block will use commercially reasonable efforts to maintain the confidentiality of any information viewed by H&R Block on your computer, except as required by law. H&R Block may download third-party software applications that constantly or intermittently run on your computer that may execute code to analyze system performance and scan for problems. The software provided by H&R Block is provided solely as a convenience to you and does not constitute or imply an endorsement, guarantee, warranty, sponsorship, or recommendation of affiliation with the third party or its products or services.

7.4 No Warranty. In providing the service described in this Section 7, H&R Block specifically disclaims all warranties, remedies, and conditions (whether oral or written, express or implied) including warranties of merchantability and fitness for the particular purpose, with respect to the service performed for you by H&R Block. H&R Block does not guarantee that it will locate, diagnose, or fix any problems, including eliminating viruses, worms, spyware, or similar programs.

7.5 Limitation of Liability. If damages occur while your computer or systems are being serviced, H&R Block has no liability for the cost to repair the affected computer or systems. H&R Block has no liability for indirect, special, exemplary, or consequential damages, including without limitation, loss of use, lost profits or revenue, or any other damages not otherwise expressly permitted under this Agreement. H&R Block expressly has no liability for loss of or damage to data or software applications while performing service.

7.6 Data Protection. You are required to conduct all Franchised Business on the H&R Block Network Office and to maintain and store all Client Data only as instructed in the Manual.

8. Licensed Marks; Advertising.

8.1 H&R Block Names and Logos. Any names or logos used by H&R Block in connection with the Program and System are Licensed Marks. Franchisee must use the names and logos selected by H&R Block to describe or market the Program and System. Franchisee must not use any other names or logos in connection with the Program and System without the prior written consent of H&R Block. Franchisee must not publish or release any communication relating to the Program and System that infers:

(A) a special relationship between (1) the IRS, the Financial Management Service, or the Department of the Treasury, and (2) the Parties or any other person or entity, or

(B) the endorsement of the Program and System, H&R Block's Services, or Franchisee's Services by the IRS, the Financial Management Service, or the Department of the Treasury.

8.2 Communications must Comply with IRS Requirements. All communications relating to the Program and System must comply with current IRS Revenue Procedures, IRS announcements, or publications containing the obligations of participants in the use of and specifications for Electronic Filing Services ("Specifications") and any other rules, regulations, or restrictions issued by the IRS.

9. Items to be Furnished by H&R Block. Provided Franchisee has satisfactorily completed training as provided by H&R Block under Section 10, H&R Block will provide to Franchisee during the Term of this Agreement, one copy of the Program and System for each separate Franchise Agreement in a format prescribed by H&R Block. H&R Block will provide Franchisee with any modifications or enhancements to the Program and System in H&R Block's sole discretion. H&R Block may update the Program and System periodically throughout the year, and you are required to follow all relevant instructions to update your computer system accordingly. The Program and System will be used exclusively with computers to enter and correct income tax return information and Client Data into the Program and System for performing Electronic Filing Services for clients and transmitting Client Data to any telecommunications business used by H&R Block ("Telecommunication Services").

Telecommunication Services includes services provided to H&R Block by its vendor that facilitates payment processing for credit card transactions originating from clients served by Franchisee for the online payment of Franchisee's tax preparation services. Franchisee acknowledges that funds for payments processed in this manner will be submitted by H&R Block's vendor directly to H&R Block for further remittance to Franchisee in accordance with the Franchise Agreement.

10. Training and Support. During the Term of this Agreement, H&R Block will provide Franchisee with training in the use and operation of the Program and System, and the technical and software support that H&R Block determines is necessary. The training will be conducted only on the dates and at the times and locations to the maximum number of Franchisee's employees (including Franchisee, if an individual) that H&R Block determines. All expenses associated with attending the training will be borne by Franchisee. Subject to the limitations set forth in Sections 11 and 12 below, H&R Block will provide Franchisee with technical and software support during hours to be specified by H&R Block by telephone or electronic mail to designated representatives of Franchisee and may remotely access Franchisee's computer for purposes of providing technical and software support. H&R Block will have no obligation to provide to Franchisee any other type of support.

11. Software for State Returns. At H&R Block's sole discretion, the Program and System may include software for the preparation of state income tax returns ("State Software"). H&R Block makes no representation or guarantee to Franchisee that the State Software will be included in the Program and System during the Term of this Agreement and H&R Block will have no obligation to provide State Software training or program support.

12. Restrictions on Use of Proprietary Material.

12.1 Restrictions. Unless expressly authorized in this Agreement, Franchisee:

(A) will not and will not permit any other person or firm to, without the prior written consent of H&R Block, copy or otherwise reproduce, modify, sell, or exchange licensed materials or transmit (by telephone lines or otherwise), give away, or disclose licensed materials to any other person or firm;

(B) will not authorize or permit any other person, other than Franchisee's employees in the course and scope of their employment, to use licensed materials; and

(C) will not, without the prior written approval of H&R Block, contract with any person engaged in the conduct of a tax return preparation service to provide a transmission service and will not use the licensed materials furnished by H&R Block for the benefit of or to assist the person in the conduct of the tax return preparation service.

12.2 Improvements. "Improvements" means any improvements, advertising, or promotional ideas, inventions, ideas, works of authorship, copyrights, trademarks, logos, commercial symbols, or other additions to or intellectual property rights in or related to the Program and System, website, Franchised Business, or Licensed Marks. During the Term of this Agreement, Franchisee must promptly and fully disclose any Improvements to H&R Block, without disclosing the Improvements to others, and must obtain H&R Block's written approval prior to using the Improvements. Any Improvement is considered Confidential Information of H&R Block and is subject to the limitations set forth in the Franchise Agreement. Any Improvement may be used by H&R Block and all other franchisees as authorized by H&R Block without any obligation to Franchisee for royalties or other fees. Franchisee hereby assigns and agrees to assign any future right, title, or interest in and to the Improvements, including the right to grant sublicenses. H&R Block, at its discretion, may make application for and own copyrights, patents, trade names, trademarks, and service marks relating to any Improvement and Franchisee must cooperate with H&R Block in securing any rights. H&R Block may also consider the Improvement as the property and trade secret of H&R Block. In return, H&R Block will authorize Franchisee to use any Improvement that may be developed by other franchisees and that is authorized for use by other franchisees.

If requested by H&R Block, Franchisee must:

(A) return to H&R Block all copies of the Program and System and all copies of any user's guide to the software, whether or not the software or guide was furnished by H&R Block, upon expiration or termination of this Agreement, and

(B) sign a certificate, in a form defined by H&R Block, that no copies of the software or guide have been retained by Franchisee.

Franchisee has read the foregoing restrictions and acknowledges that the restrictions are reasonably required for the protection of the interests of H&R Block. Franchisee further acknowledges that this Agreement would not be entered into by H&R Block unless these restrictions are included in this Agreement and enforceable by injunctive relief in the event of a breach by Franchisee.

13. Hardware, Equipment, Supplies, and Other Expenses. Franchisee must provide, install, and operate, at Franchisee's own expense, computers, modems, printers ("Hardware"), and all other equipment, supplies, and forms necessary to enter Client Data, transmit Client Data to Telecommunication Services, and receive and print communications from H&R Block or Telecommunication Services concerning Client Data. The Hardware must either meet the exact Hardware configurations specified by H&R Block or be compatible with the Program and System (including brand names, types, models, and storage capacity),

provided that H&R Block's obligation to provide technical and software support services under Sections 9 and 10 above, is conditioned upon Franchisee's Hardware meeting the exact configurations specified by H&R Block. Franchisee acknowledges that by installing the Program and System, H&R Block may during the Term receive configuration records setting forth Franchisee's computer configuration information. Hardware meeting the exact configurations specified by H&R Block may be purchased by Franchisee through H&R Block's supply department according to the procedures and deadlines that may be established by H&R Block.

14. Reports and Inspections. Within the time period after the end of each Reporting Period, Franchisee must also submit reports that may be required by H&R Block in connection with the Program and System. During the Term of this Agreement and for one year after its termination, Franchisee must maintain records of its use of the Program and System as H&R Block specifies. Franchisee's books and records pertaining to its use of the Program and System, all information stored either in the computer Hardware in which the Program and System are used, on disks, or other computer data storage devices, and the actual operation of the Program and System in the computer Hardware used by Franchisee must be open to inspection by H&R Block to comply with the terms set forth in this Agreement and in the Franchise Agreement.

15. Franchisee's Conduct of Business. Franchisee must use the Program and System in full compliance with (a) all provisions of this Agreement and the Franchise Agreement; (b) the Specifications and any other rules or regulations published by the IRS relating to the electronic filing of tax returns and the direct deposit of income tax refunds; (c) any other applicable laws, rules, or regulations of any federal, state, or local governmental body; and (d) the procedures, guidelines, and restrictions adopted by H&R Block for Franchisee's use of the Program and System. Franchisee acknowledges that any procedures, guidelines, and restrictions adopted by H&R Block may, at H&R Block's discretion, differentiate Franchisee from other H&R Block franchisees using the Program and System on the basis of the location, volume history, or other characteristic of the Franchised Business or the duration of Franchisee's participation in Electronic Filing Services.

16. Compliance with Bank Agreement. Franchisee agrees to comply with any obligations or restrictions imposed upon Franchisee under the terms of any agreement pertaining to Electronic Filing Services to which Franchisee and any lending institution designated by H&R Block ("Bank") are parties in connection with Electronic Filing Services ("Bank Agreement") and in the procedures, guidelines, and restrictions adopted by H&R Block for Electronic Filing Services. Franchisee's obligation to use Electronic Filing Services includes, but is not limited to, compliance with all provisions found in the Bank Agreement, Specifications, laws, procedures, guidelines, and restrictions that relate to Franchisee's care, custody, handling, issuance, and delivery of Electronic Filing Services' disbursement checks and processing, under appropriate circumstances, of stop-payment orders relating to any checks. Upon termination of the Bank Agreement, Franchisee's Electronic Filing Services relating to the Bank Agreement will terminate. Franchisee will pay any processing fee or other fee imposed by the Bank for the services of the Bank and any depository bank designated by H&R Block (the "Depository") in processing Electronic Filing Services applications and providing Electronic Filing Services to clients served by Franchisee. In no event will any fee paid by Franchisee relating to any client of Franchisee's Electronic Filing Services exceed the fee that H&R Block is required to pay to the Bank or Depository under the Bank Agreement if the client is a client of H&R Block's Electronic Filing Services. If Franchisee fails to comply with Franchisee's obligations under this section, Franchisee's right to use the Program and System may, at H&R Block's discretion, be terminated immediately upon H&R Block's written termination notice.

17. Payment Card Acceptance. In processing payment card transactions, it is your responsibility to annually archive, maintain, and attest to Payment Card Industry ("PCI") compliance per the PCI Data Security Standard ("DSS") and to maintain records documenting your PCI DSS compliance. If you

choose to accept credit card payments, you must use First Data as your payment card processor. By accepting this Agreement, you certify that you are PCI compliant and can provide documentation of compliance upon the request of H&R Block.

18. Modifications by H&R Block. H&R Block has the right to (a) eliminate or modify the method of Franchisee's use of the Program and System, (b) eliminate or modify any of the Services that comprise the Electronic Filing Services, or (c) change the exact Hardware configurations for Hardware used in the Program and System. If H&R Block elects to make any of the foregoing modifications, H&R Block will notify Franchisee of the date the modification is effective.

19. Exclusivity. The Electronic Filing Services will be the only electronic filing service offered to Franchisee and Franchisee must not use any software or system other than the Program and System, transmission facilities other than Telecommunication Service's communication lines, electronic filing service lending institution other than the Bank or depository bank other than the Depository in the use of the Electronic Filing Services unless the Franchisee receives prior written consent.

20. Disclaimer of Warranties. H&R Block makes no representation or warranty as to: (a) the reliability or fitness of the Program and System or any enhancements or modifications thereto, the success or profitability to Franchisee of the Services conducted under this Agreement by Franchisee, (b) the future of electronic filing of tax returns, the direct deposit of income tax refunds, Refund Transfers ("RTs"), or any settlement products or the IRS's confirmed acceptance of these products and services, or (c) whether H&R Block will continue to offer its Program and System for preparation of returns and electronic filing. H&R Block does not represent or guarantee that Franchisee's use of the Program and System will be more advantageous, efficient, or profitable than Franchisee's current methods of operation. H&R Block will make its best effort but does not guarantee to correct any errors or defects in the Program and System. The Program and System are authorized for use under this Agreement solely on an "as is" basis. H&R BLOCK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO H&R BLOCK'S PROGRAM AND SYSTEM OR USE OF ELECTRONIC FILING SERVICES. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY H&R BLOCK.

21. Limitation of Liability; Indemnification. H&R Block, Telecommunication Services, and their respective subsidiaries, related entities, affiliates, directors, officers, shareholders, employees, agents, and successors are not liable to Franchisee or to any other party for any loss, damage, or expense arising out of or resulting from nonoccurrence of: (a) the conditions set forth in Section 5; (b) the performance or nonperformance of the Program and System, or any delay in performance of the Program and System; (c) any failure to promptly and accurately transmit Client Data to Telecommunication Services on behalf of Franchisee; (d) any failure of Telecommunication Services to perform its obligations in connection with any transmission of Client Data or payment processing as described in Section 9; (e) any failure of Bank to perform its obligations in connection with Electronic Filing Services; (f) any failure of any Depository to perform its obligations in connection with Electronic Filing Services; (g) Franchisee's use of the Program and System; or (h) Franchisee's operation of Electronic Filing Services. Franchisee will bear all responsibility and liability for the accuracy and timeliness of Client Data transmitted by Franchisee to Telecommunication Services.

Franchisee assumes sole responsibility and liability for, will indemnify H&R Block, Telecommunication Services, the Bank, and the Depository against, and will hold them harmless from, any loss, cost, damage, or expense including the payment of penalties or interest pursuant to: (a) H&R Block's guarantees described in the Manual; or (b) the requirements of the IRS in connection with the electronic filing of income tax returns arising out of or resulting from: (1) any act, error, or omission committed by Franchisee or

Franchisee's agents or employees in the preparation of any tax return for which the Electronic Filing Services are used; (2) any act, error, or omission committed by Franchisee or Franchisee's agents or employees in use of Electronic Filing Services or the Program and System; (3) any loss, alteration, misuse, or improper issuance or delivery of Electronic Filing Services' disbursement checks, whether by Franchisee, Franchisee's agents or employees, or any third person, resulting from any occurrence after any delivery of checks to Franchisee and prior to, or concurrent with, Franchisee's delivery of any check to H&R Block's client; (4) any act, error, or omission committed by Franchisee's agent in entering Client Data into a computer or in transmitting Client Data to Telecommunication Services; or (5) Franchisee's performance of its obligations under this Agreement, including, but not limited to, its obligation to transmit to Telecommunication Services or deliver to H&R Block or another party, accurate Client Data in a timely manner.

22. Termination. This Agreement is subject to immediate termination under certain conditions.

22.1 Termination of the Franchise Agreement. This Agreement will terminate immediately upon termination of the Franchise Agreement. If Franchisee has used Electronic Filing Services under one or more separate Franchise Agreements and some, but not all, of the separate Franchise Agreements are terminated, this Agreement will terminate only with respect to those separate Franchise Agreements that have been terminated. If the Parties are parties to one or more addenda to the Franchise Agreement, and one or more addenda are terminated separately from the Franchise Agreement, the rights granted to Franchisee in this Agreement will terminate only with respect to the addenda that have terminated.

22.2 Termination of Telecommunication Services. At H&R Block's option, this Agreement will immediately terminate if any applicable service agreement between H&R Block and Telecommunication Services relating to the Electronic Filing Services is terminated.

22.3. Mutual Termination of the Franchise Agreement. This Agreement will terminate on the effective date of any written, mutual termination agreement signed by the Parties.

22.4 The IRS Denies Electronic Filing Services. This Agreement will terminate immediately if:

(A) the IRS refuses to accept Franchisee's participation in Electronic Filing Services;

(B) the IRS suspends Franchisee from using Electronic Filing Services; or

(C) the IRS generally refuses to accept any tax returns electronically filed by H&R Block, Telecommunication Services, Franchisee, or Franchisee's agent for filing electronically.

22.5 Breach of this Agreement. If Franchisee materially and substantially breaches the terms of this Agreement, H&R Block must provide written notice of the breach to Franchisee. If the default is curable, Franchisee will have 15 days (or as otherwise permitted under state law) from the date the notice is given to cure the default. If the default is not curable at H&R Block's sole discretion, this Agreement will terminate immediately upon written notice of termination to Franchisee.

23. Obligations Surviving Termination. Franchisee's obligations surviving termination under the Franchise Agreement will continue following termination of this Agreement.

24. Information Security. During the Term of this Agreement, Franchisee will abide by all terms of the Manual, including all information security and data privacy policies, and will be responsible for

ensuring that all employees, agents, or independent contractors of the Franchised Business abide by the information security and data privacy policies.

25. Relation of Parties. Nothing in this Agreement creates any principal-agent, partnership, joint liability, joint venturer, joint employer, or any relationship between the Parties other than that of franchisor and franchisee. Neither party has any right or authority to incur any expense or liability on behalf of the other party without the other party's prior written consent. Neither party will be liable to a third party for debts incurred by the other party.

26. Notices. Except as otherwise expressly provided in this Agreement, all notices must be in writing and are sufficiently given on the date delivered by hand, facsimile, email, or other electronic system; or on the date mailed postage prepaid by certified or registered mail; or deposited with reputable air courier service requesting next day or earliest delivery date available addressed as follows or to any other address, email address, or facsimile number that may be designated by either party to the other within the Program and System:

To Franchisor:

H&R Block Tax Services LLC
General Counsel
One H&R Block Way
Kansas City, MO 64105

To Franchisee:

Address referenced in the Franchise Agreement or as otherwise updated and maintained in the Program and System.

Notice to Franchisee is effective by any means described above to the address or number on record in the Program and System on the date of attempted delivery regardless of Franchisee's failure to provide an accurate address or refusal to sign for or accept any notice.

27. Integration and Amendments. This Agreement, any signed addenda hereto, and the related provisions of any separate Franchise Agreement express fully the agreement of the Parties to this Agreement regarding Franchisee's use of the Program and System, and all prior understandings or commitments of any kind, whether oral or written, concerning any matter covered by this Agreement are hereby superseded and canceled with no further liabilities or obligations of the Parties except as to: (a) any monies due and unpaid between the Parties at the time of the execution of this Agreement, and (b) any liabilities or obligations that survive the termination of any prior Franchise Electronic Filing Agreement or Franchise Agreement between the Parties by the express terms of the prior agreement. Except as provided otherwise, this Agreement may not be amended or modified other than by a written agreement signed by both Parties.

28. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement will remain in full force and effect.

29. Waiver. No waiver of any term or condition of this Agreement is valid unless it is in writing and signed by the party to be bound. No waiver of any term or condition regarding any act or event will be a waiver of any term or condition with respect to any subsequent act or event.

30. Applicable Law. This Agreement will be construed according to the laws of the state to which the choice of law provision of the Franchise Agreement applies.

31. Binding Effect; Assignability. This Agreement is binding upon the Parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives; provided, however, that this Agreement may not be assigned by Franchisee, by operation of law or otherwise, without the prior written consent of H&R Block. This Agreement will be considered entered into in Kansas City, Missouri.

32. Headings. The headings of the various sections of this Agreement have been inserted for reference only and are not part of this Agreement.

PEACE OF MIND FRANCHISE ACKNOWLEDGEMENT

This Peace of Mind Franchise Acknowledgement (“Acknowledgement”) is entered into between HRB Tax Group, Inc. and its affiliates, when applicable (“H&R Block”) and Franchisee of H&R Block (“Franchisee”) (collectively “Parties”).

H&R Block has developed the Peace of Mind® Extended Service Plan (“POM”) to offer taxpayer clients a service warranty on tax preparation services, including reimbursement of up to \$6,000 for additional taxes owed due to an error in the preparation of a client’s tax return, and other ancillary services as noted below.

H&R Block requires Franchisee to offer POM and comply with the terms and conditions contained in this Acknowledgement. Any capitalized terms not defined here will have the same meaning as referenced in the Franchise License Agreement (“FLA”).

In consideration of the mutual covenants and agreements in this Acknowledgement, the Parties agree as follows:

1. Term.

This Acknowledgement begins the day the tax preparation software control files are set for the Franchisee and continues until December 31, ~~2019~~2020, unless terminated by H&R Block as follows: (a) upon at least thirty (30) days’ advance, written notice to Franchisee; or (b) immediately upon written notice to Franchisee that Franchisee is in material breach or material default of this Acknowledgement or the FLA.

2. Acceptance of Terms and Conditions.

If Franchisee offers POM without accepting the terms and conditions of this Acknowledgement, Franchisee’s consent to the terms and conditions of this Acknowledgement will be implied from the sale of POM. Franchisee’s POM sales, regardless of the originating office, must comply with all terms and conditions in this Acknowledgement and the terms and conditions specified in the Peace of Mind® Extended Service Plan Terms, Conditions, and Limitations Agreement between Franchisee and the taxpayer client. To accept this Acknowledgement, Franchisee must comply with the instructions in WebCDB (<https://webcdb.hrblock.com>) or as otherwise instructed by H&R Block.

3. Franchisee’s Covenants.

Franchisee must comply with the following covenants when offering POM to taxpayer clients:

3.1 Report Sales Daily. Each Franchisee must report POM sales daily through ~~BlockPay~~Block Pay, H&R Block’s Point of Sale System in BlockWorks, which will be accounted for in the Financial Information Network (“FIN”).

3.2 Pricing and Promotions. POM pricing will be at the Franchisee’s discretion. All promotions and offerings of POM will comply with the procedures, guidelines, and restrictions established by H&R Block. All brochures, marketing, training, or other materials associated with the sale, solicitation, or promotion of POM will be provided by H&R Block or approved by H&R Block in writing prior to their use.

3.3 Required Service. The sale of POM is a Required Service as defined in the Manual. All POM revenue is subject to a 20% royalty payable to H&R Block as instructed in the Manual.

3.4 Tax Notice Services. Franchisees must provide Tax Notice Services to clients who have purchased POM and requested support. All Tax Notice Services must be entered and processed through the Tax Notice Services module in the Tax Resolution System application. Additional guidance on Tax Notice Services is provided on the DNA webpage: <https://dna.hrblock.com/web/hrb-intranet/tax-notice-service>. Franchisees will comply with these and any additional guidelines provided by H&R Block regardless of whether the related tax return was prepared at an office operated by Franchisee, another H&R Block franchisee, an H&R Block company office, or an H&R Block affiliate's office.

3.5 Audit Representation. Franchisee must provide an Enrolled Agent or other IRS Circular 230 qualified practitioner ("Qualified Practitioner") to represent clients who have purchased POM and have requested audit representation, regardless of whether the related tax return was prepared at an office operated by Franchisee, another H&R Block franchisee, an H&R Block company office, or an H&R Block affiliate's office. If the Franchisee is not a Qualified Practitioner and does not have any Qualified Practitioners in his or her office, the Franchisee should contact the Franchise Support Manager to arrange for representation. The Franchise Support Manager will then work with H&R Block to find a Qualified Practitioner. If the Qualified Practitioner agrees to provide the audit representation, the Qualified Practitioner will handle the audit from wherever possible and practical. If it becomes necessary for the Qualified Practitioner to travel for purposes of meeting with the client or the IRS representative, Franchisee must reimburse the Qualified Practitioner for all travel-related expenses. Franchisee will assist the Qualified Practitioner by obtaining the required documentation generated as part of a Tax Notice Services or Tax Resolution System engagement including Power of Attorney and documentation needed for the audit.

4. POM Protection Program.

4.1 POM Protection Program Participation. As a condition to offering POM, the Franchisee must participate in H&R Block's POM Protection Program. The POM Protection Program is designed to pay claims for taxes owed to the taxpayer client under POM as a result of an error in preparing the tax return subject to the Peace of Mind® Extended Service Plan Terms, Conditions, and Limitations. The premium cost associated with the POM Protection Program is established based on H&R Block's claim history. Franchisee's premium cost for each POM unit sold will be disclosed prior to Tax Season ~~2019~~2020. Premiums are in addition to the royalty rate described above and will be paid by the Franchisee and remitted to H&R Block Insurance Agency, Inc., a licensed insurance producer in the manner directed by H&R Block. The Franchisee will be obligated to pay this premium to H&R Block for each POM unit sold regardless of whether the Franchisee successfully collects payment from the client for the POM unit, for example, in the case of unfunded Refund Transfers ("RTs").

Premiums will be received by H&R Block Insurance Agency, Inc., for remittance to a commercial insurance carrier licensed to do business in the United States to cover the cost of the POM Protection Plan. Franchisee acknowledges and agrees that H&R Block and its affiliates are not selling, soliciting the sale, or negotiating the sale of the POM Protection Program to the Franchisee; and only H&R Block Insurance Agency, Inc., has the authority to sell, solicit the sale, or negotiate the sale of the POM Protection Program to the Franchisee.

4.2 Compliance and Deductibles. Franchisee must submit all claims through the Tax Resolution System. Under the POM Protection Program, only approved claims are subject to a \$50 deductible per claim payable by the Franchisee. No deductible will be due for unapproved claims.

Deductible payments must be remitted only after notification of claim approval. Deductible payments must be made to H&R Block Insurance Agency, Inc., in the manner directed by H&R Block.

4.3 Reinsurance. Franchisee permits Companion Insurance, Ltd., an insurance company (“Companion”), to reinsure up to 100% of the risk on the POM Protection Program from a commercial insurance carrier licensed to do business in the United States. Because of the reinsurance, Companion bears all of the risk on the POM Protection Program. Companion is a wholly-owned subsidiary of H&R Block.

5. Use of H&R Block’s Proprietary Property.

The name, promotional materials, and all associated goodwill of POM remain the exclusive property of H&R Block. Nothing in this Acknowledgement is construed to confer any rights or interests to the Franchisee in the POM name, materials, or associated goodwill. The right to use POM proprietary information and materials is subject to the complete discretion of H&R Block and will terminate upon the earlier of the termination of this Acknowledgement or the FLA.

6. Incorporation of Franchise Acknowledgement.

This Acknowledgement incorporates all terms and conditions of the FLA except as expressly modified in this Acknowledgement. If any term or condition referred to in the FLA is inconsistent with a specific provision of this Acknowledgement, this Acknowledgement will control.

**FRANCHISE FINANCIAL PRODUCTS
DISTRIBUTION AGREEMENT**

By and Among

~~Boji~~ ~~FEDERAL~~ AXOS BANK,

EMERALD FINANCIAL SERVICES, LLC

and

THE FRANCHISEE

~~2018~~ 2019 TAX SEASON

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**FRANCHISE FINANCIAL PRODUCTS
DISTRIBUTION AGREEMENT
(~~2018~~2019 Tax Season)**

This FRANCHISE FINANCIAL PRODUCTS DISTRIBUTION AGREEMENT (this “Agreement”), dated as of the date Franchisee accepts the terms of this Agreement, is made by and among ~~Bofl Federal~~Axos Bank, a federal savings bank (f/k/a Bofl Federal Bank) (“Bank”), Emerald Financial Services, LLC, a Delaware limited liability company (“EFS”), and the franchisee that has agreed to be bound by the terms of this Agreement by accepting such terms electronically or otherwise (the “Franchisee”).

RECITALS

WHEREAS, the Franchisee provides income tax return preparation, electronic filing and related services to consumer Clients through Franchisee Offices.

WHEREAS, Bank is engaged in the business of providing financial products and services.

WHEREAS, EFS is engaged in the business of marketing and servicing Financial Products offered by Bank.

WHEREAS, EFS desires to engage the Franchisee to distribute Financial Products through Franchisee Office(s) of the Franchisee.

WHEREAS, the parties hereto are entering into this Agreement to ensure that Bank is able to directly exercise oversight and control over distribution of the Financial Products, to expand each of their respective businesses, and to set forth the terms and conditions for the distribution of Financial Products to Clients of the Franchisee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE ~~1~~1
DEFINITIONS**

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein have the meanings assigned to such terms in this Section 1.1. “**Affiliate**” means any Person that, directly or indirectly, through one or more intermediaries, (i) owns or controls another Person, (ii) is owned or controlled by another Person, or (iii) is under common control or ownership with another Person, and “ownership” means the direct or indirect beneficial ownership of more than 30% of the equity securities of a Person, or,

in the case of a Person that is not a corporation, more than 30% of the voting and/or equity interest of such Person.

“Applicable Federal Regulator” means the OCC or any other federal financial institution regulatory agency that supervises and regulates Bank, such as the Consumer Financial Protection Bureau or the Federal Deposit Insurance Corporation.

“Applicable Law” means any and all laws, treaties, rules, regulations, regulatory guidance and determinations of a Regulatory Authority, mandatory written direction from a Regulatory Authority, and orders opinions and interpretations of any Regulatory Authority, including under the Bank Secrecy Act, laws relating to anti-money laundering, identity theft, fraud schemes, and predatory, unfair or deceptive acts, any and all sanctions or regulations enforced by OFAC, and statutes or regulations of any state relating to gift cards, money transmission or unclaimed property, that are applicable to the Program, or otherwise applicable to any of the parties.

“Applicant” means any Person who has submitted an Application to Bank through a Franchisee Office.

“Application” means an application for a Financial Product.

“Bank” means ~~BofI Federal~~[Axos](#) Bank, a federal savings bank.

“Bank Event of Default” has the meaning set forth in Section 11.1 of this Agreement.

“Bank Licensed Marks” means, collectively, any and all trade name, trademark, service mark, trade dress, logo type, commercial symbol or other identifier owned or controlled by Bank, that Bank or its Affiliates may use from time to time in connection with the Program.

“Bank Training Materials” means the training materials and Program policies and procedures, prepared by Bank for use in the Financial Products training program.

“Business Day” means any day, except a Saturday, Sunday or a federal legal holiday.

“Client” means a customer of any Franchisee Office.

“Company Location” means any H&R Block branded physical retail office open to the public for the preparation of income tax returns and operated by an Affiliate of H&R Block, excluding any Franchisee Office.

“Confidential Information” of a party means (i) information (including Personally Identifiable Information or other consumer or Client information) that is provided by or on behalf of such party to the other party, its Affiliates or service providers, as applicable, in connection with the Program, or (ii) information about such party, its Affiliates, or their respective businesses or employees, that is otherwise obtained by the other party in connection with the Program, in each case including: (A) information concerning Program marketing plans, marketing philosophies, objectives and financial results; (B) information regarding business systems, methods, processes,

financing data, programs and products; (C) information unrelated to the Program obtained by the other party in connection with this Agreement, including by accessing or being present at the business location of the other party; (D) proprietary technical information, including source and object codes; (E) competitive advantages and disadvantages, technological development, sales volume(s), merchandise mix, business relationships and methods of transacting business, product design, product features and functionalities, operational and data processing capabilities, and systems software and hardware and the documentation thereof; (F) other information regarding the business or affairs of the other party or its Affiliates or the transactions contemplated by this Agreement that such other party or its Affiliates reasonably considers confidential or proprietary; and (G) any copies, excerpts, summaries, analyses or notes of the foregoing.

“EFIN” means Electronic Filing Identification Number.

“EFS” means Emerald Financial Services LLC, a Delaware limited liability company and its successors and assigns.

“Emerald Advance” means an open-end line of credit offered by Bank under the Program whereby Clients may obtain credit.

“Emerald Card” means a reloadable, general purpose debit card associated with a demand deposit account offered by Bank to Clients under the Program.

“ERO” means an electronic tax return originator, transmitter or filer, which, for purposes of this Agreement, shall be the Franchisee.

“Financial Products” means, collectively, Refund Transfers, Emerald Advances, Emerald Cards, and other financial products that the parties agree will be issued or originated by Bank in Franchisee Offices; provided, however, that if Franchisee pursuant to Section 2.4 opts out of offering the Emerald Advance product, then such product shall be excluded from the definition of “Financial Products.”

“Financial Products Client” means a Client who has purchased a Financial Product.

“Force Majeure Event” means an event or events arising from any cause or causes beyond reasonable control of the party that is unable to perform its obligations hereunder because of such event or events including acts of God, third party cyber, IT or network attacks, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, terrorism, nuclear or biological disaster, riot or any other similar event or cause not reasonably within such party’s control, whether or not specifically mentioned herein.

“Franchise Agreement” means each franchise agreement entered into by a Franchisee and HRB Tax Services, and currently in effect as modified, supplemented or amended from time to time.

“Franchisee” has the meaning set forth in the first paragraph of this Agreement.

“Franchisee Applicable Law” means Applicable Law related to Franchisee operations, including (i) tax preparation and tax-related products and services that may affect the Program, (ii)

disclosure, licensing and compliance requirements of Franchisee related to Franchisee operations, and (iii) franchise laws.

“Franchisee Event of Default” has the meaning set forth in Section 12.1 of this Agreement.

“Franchisee Office” means any physical retail office open to the public for the preparation of income tax returns operated by any Franchisee pursuant to the terms of a Franchise Agreement with HRB Tax Services.

“Franchisee Policies and Procedures” means those policies and procedures established by HRB Tax Services governing the operations of each Franchisee Office, as amended from time to time.

“Governmental Approval” means an authorization, consent, approval, license or exemption of, registration or filing with, or report or notice to any Regulatory Authority.

“H&R Block” means H&R Block, Inc., a Missouri corporation, and its successors and assigns.

“HRB Tax Services” means H&R Block Tax Services LLC, a Missouri limited liability company, and its successors and assigns.

“IRS” means the Internal Revenue Service or any successor thereto.

“Material Adverse Effect” means any event, change, occurrence or effect that, individually or in the aggregate, has or could be reasonably anticipated to have a material and adverse effect upon the financial or other performance of the Program.

“Obligations” means all obligations, fees, covenants and duties of any Person of every kind, nature and description, direct or indirect, absolute or contingent, due or not due, in contract or tort, liquidated or unliquidated, arising under this Agreement, by operation of law or otherwise in connection with the transactions contemplated hereby or thereby, now existing or hereafter arising, and whether or not for the payment of money or the performance or non-performance of any act.

“OCC” means the Office of the Comptroller of the Currency, or any successor thereto.

“Person” means and includes any individual, partnership, joint venture, corporation, limited liability company, bank, trust, unincorporated organization, government or any department, agency or instrumentality thereof.

“Personally Identifiable Information” means any information that alone, or in combination with other information, relates to a specific, identifiable individual or can be used to identify an individual, including any information defined as “nonpublic personal information” for purposes of the Gramm-Leach-Bliley Act.

“PMA” means the Program Management Agreement by and between EFS and Bank, dated as of August 31, 2015, as amended.

“Program” means the implementation and operation of the program for offering Financial Products to Clients pursuant to this Agreement.

“Program Guidelines” means the policies, procedures and guidelines for the operation of the Program and the distribution of the Financial Products by the Franchisee, which are developed and implemented by EFS, in consultation with Bank.

“PTIN” means Preparer Tax Identification Number.

“Refund Transfer” means a banking service offered by Bank under the Program in which Financial Product Clients receive income tax refunds in a limited-use deposit account via direct deposit from the U.S. Treasury, from which tax preparation fees and other amounts authorized by Financial Product Clients are deducted.

“Regulatory Authority” means any federal, state or local domestic, foreign or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other governmental, regulatory or self-regulatory entity asserting jurisdiction over a party.

“Representative” means, with respect to a particular Person, any director, officer, employee, or agent; provided, however, that with respect to Bank, the term “Representative” shall not include EFS, or any Affiliate or Representative thereof, and with respect to EFS, the term “Representative” shall not include Bank, or any Affiliate or Representative thereof.

“Tax Period” for any year means the period from and including January 1 of such year to and including such date that is prescribed by the IRS as the last legal date on which an individual taxpayer may file an extended federal income tax return, which as of the date of this Agreement is October 15.

“Tax Preparation Related Activities” means activities and services relating to the preparation and filing of, and advising with respect to, income tax returns and claims for refunds by any Franchisee or its respective Affiliates or Representatives.

“Term” has the meaning set forth in Section 10.1 of this Agreement.

Section 1.2 Rules of Interpretation. Unless otherwise expressly provided in this Agreement or the context otherwise requires, the following rules apply hereto:

- (a) ~~(a)~~ the singular includes the plural and the plural includes the singular;
- (b) all references to the masculine gender include the feminine gender (and vice versa);
- (c) “include,” “includes” and “including” are not limiting and are deemed to be followed by the words “without limitation”;
- (d) references to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document;

(e) a reference in this Agreement to an Article, Section, Schedule or Exhibit is to the Article, Section, Schedule or Exhibit of or to this Agreement;

(f) a reference to an Article or Section in this Agreement refers to all sub-parts or sub-components of any such article or section;

(g) words such as “hereunder,” “hereto,” “hereof,” and “herein,” and other words of like import refer to the whole of this Agreement and not to any particular section, subsection or clause hereof;

(h) a lower-case reference in this Agreement to a “party” or “parties” includes any Person;

(i) the headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and do not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner;

(j) a reference to “unreasonably withheld” means “unreasonably withheld, delayed or conditioned”;

(k) any approval, consent or notice required hereunder means “written approval”, “written consent” or “written notice”, as applicable; and

(l) any reference made in this Agreement to Applicable Law means such Applicable Law as it has been amended through the date as of which the particular portion of this Agreement is to take effect, or to any successor Applicable Law relating to the same subject as the Applicable Law so referred to in this Agreement.

ARTICLE II

IDENTITIES AND ROLES OF PARTIES; RESPONSIBILITIES OF PARTIES

Section 2.1 Identities and Roles of Parties. The parties hereto will engage in and contribute to the Program as follows (subject to the terms and conditions of this Agreement):

(a) Bank will be the exclusive originator and issuer (except as provided in Section 4.2) of Financial Products to Clients of the Franchisee Office(s) of the Franchisee.

(b) EFS will be the manager, marketer, and servicer for the Program, will service the Financial Products originated or issued by Bank through Franchisee Offices, and will facilitate communication between Bank and the Franchisee with respect to the Program.

(c) Franchisee will offer and distribute Financial Products to Clients of the Franchisee Office(s) of the Franchisee during the Term, in compliance with Applicable Law, Program Guidelines and this Agreement.

(d) The Franchisee is and will be the tax return preparer for, and/or the ERO of, Clients of the Franchisee Office(s) of the Franchisee.

Section 2.2 Responsibilities of the Parties.

(a) Bank shall be responsible for originating and issuing the Financial Products through Franchisee Offices, in substantially the manner and on substantially the terms, that it originates and issues Financial Products offered in Company Locations. Bank shall provide Program Guidelines to EFS, and EFS shall, in turn, provide Program Guidelines to the Franchisee. The Program Guidelines shall be substantially identical to the policies, procedures and directives with respect to the origination and issuance of Financial Products in Company Locations.

(b) EFS shall be responsible for servicing the Financial Products on behalf of Bank, in substantially the manner that it services Financial Products offered in Company Locations and shall facilitate communication with Franchisees with respect to the Program. Subject to the terms of the PMA, EFS shall have no responsibility for any acts or omissions of any Franchisee.

(c) The Franchisee shall provide Applications for Refund Transfers, Emerald Cards, and Emerald Advances in its Franchisee Office(s). The Franchisee shall be responsible for offering and distributing the Financial Products in accordance with (i) Applicable Law and the Program Guidelines, (ii) the terms and conditions of this Agreement, and (iii) the Franchisee Policies and Procedures. The Program Guidelines shall control in the event of any conflict or inconsistency between the Program Guidelines and the Franchisee Policies and Procedures. Applicable Law shall control in the event of any conflict or inconsistency between Applicable Law and the Program Guidelines.

(d) The Franchisee shall be responsible for Tax Preparation Related Activities at Franchisee's Franchisee Offices in compliance with all Applicable Laws.

Section 2.3 Cessation of Offering of Financial Products. Notwithstanding any other provision of this Agreement, to the extent that any direct or indirect subsidiary of H&R Block, pursuant to the PMA, ceases the offering of any Financial Product or ceases the offering of any Financial Product in any state, commonwealth or territory where the Franchisee has a Franchisee Office, the Franchisee shall cease the offering of such Financial Product, or cease the offering of such Financial Product in such state, commonwealth, or territory, as applicable.

Section 2.4 Emerald Advance Optional. The parties acknowledge that, notwithstanding any other provision of this Agreement, the Franchisee, at its option, may choose not to offer the Emerald Advance product at its Franchisee Office(s). Franchisee will notify Bank and HRB Tax Services in writing if Franchisee elects not to offer the Emerald Advance product. However, if Franchisee does not opt out of offering the Emerald Advance product, it will comply with all of the terms of this Agreement with regard to the Emerald Advance product.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE FRANCHISEE

The Franchisee makes to each other party hereto the following representations and warranties, each and all of which are made as of the date hereof and as of each day during the Term:

Section 3.1 Existence and Organizational Power; Compliance with Organizational Documents. Except where the Franchisee is a sole proprietorship, the Franchisee (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) is duly qualified as a foreign corporation, and is in good standing in each other jurisdiction where its ownership or lease of property or the conduct of the Program requires such qualification, except where the failure to be so qualified could not result in a Material Adverse Effect, (c) has the requisite organizational power and authority to encumber and operate its properties, (d) has all organizational powers necessary for the conduct of the Program as now conducted or as contemplated herein, and (e) is in full compliance with all provisions of its charter and organizational documents.

Section 3.2 Governmental Approvals, Compliance with Applicable Law and Compliance with Agreements with Third Parties. The Franchisee possesses in full force and effect all Governmental Approvals necessary for the conduct of its business and the Program, including, but not limited to, an EFIN and PTIN (as applicable), and is in compliance with all provisions of Applicable Law necessary for, or material to, the operation of the Program. The Franchisee is not in breach of or in default under, or with respect to, any contract, agreement, lease or other instrument to which it is a party, or by which any of its property is bound or affected, which breach or default could reasonably be expected to have a Material Adverse Effect.

Section 3.3 Organizational and Governmental Approvals; No Contravention. The execution, delivery and performance by the Franchisee of this Agreement and the consummation of the transactions contemplated to occur hereunder (a) are within its organizational powers and have been duly authorized by all necessary organizational action, (b) require no Governmental Approval other than (i) such filings as have been made and are in full force and effect or (ii) approvals which if not obtained could not reasonably be expected to have a Material Adverse Effect; (c) do not contravene, or constitute a default under (i) the organizational documents of the Franchisee, (ii) any provision of Applicable Law, the violation of which could reasonably be expected to have a Material Adverse Effect, or (iii) any agreement, judgment, injunction, order, decree or other instrument binding upon the Franchisee, the violation of which could reasonably be expected to have a Material Adverse Effect, and (d) do not result in the creation or imposition of any pledge, encumbrance, security interest, lien (statutory or other) or other security agreement of any kind or nature whatsoever on any asset of the Franchisee, the creation or imposition of which could reasonably be expected to have a Material Adverse Effect. The Franchisee is not, and has not been in the past three (3) years (i) subject to any agreement, understanding, consent or order with any Regulatory Authority, court or self-regulatory trade or professional organization that would prevent its consummation of this Agreement, or (ii) denied its request to the IRS for an EFIN or PTIN.

Section 3.4 Binding Effect. This Agreement constitutes a valid and binding agreement of the Franchisee enforceable in accordance with its terms, subject to (a) the effect of any applicable bankruptcy, fraudulent transfer, moratorium, insolvency, reorganization or other similar laws affecting the rights of creditors generally and (b) the effect of general principles of equity, whether applied by a court of equity or law.

Section 3.5 Full Disclosure. All factual information furnished by or on behalf of the Franchisee in writing to Bank or EFS in connection with this Agreement or any of the transactions contemplated hereby, including all information and materials delivered to Bank, EFS, or their respective counsel, is true and accurate in all respects on the date as of which such information is dated or certified and does not omit any fact necessary to make such information not misleading in any respect at such time in light of the circumstances under which such information was provided.

ARTICLE IV COVENANTS OF THE FRANCHISEE

Section 4.1 Conduct of Program. The Franchisee hereby covenants and agrees with Bank and EFS to:

~~(a)~~ (a) market Financial Products through Franchisee Offices using marketing materials provided or approved by Bank;

~~(b)~~ (b) provide Financial Product documentation and disclosures to Financial Products Clients, including any disclosures required by Applicable Law;

~~(c)~~ (c) facilitate the Program in compliance with Applicable Law, the Program Guidelines, Franchisee Policies and Procedures, and the terms and conditions of this Agreement, including without limitation Bank's Bank Secrecy Act/Anti-Money Laundering policies and procedures as set forth in the Program Guidelines, policies and procedures relating to appropriate treatment of Confidential Information, and other policies, practices and procedures relating to data security practices generally and physical security practices for Emerald Cards; provided, however, the Franchisees shall not be responsible for determining whether the Financial Products comply with all Applicable Law;

~~(d)~~ (d) comply, in all material respects, with laws applicable to its business, the violation of which would pose a regulatory risk to Bank;

~~(e)~~ (e) cause its employees to complete and adhere to training using Bank Training Materials as required by Bank and prior to offering or distributing any Financial Products on behalf of Bank and to comply with the Program Guidelines;

~~(f)~~ (f) maintain records relating to personnel, contractors and subcontractors, with access to critical systems or confidential information, engaged by a Franchisee, on either a permanent, temporary or project basis, to assist with a Franchisee's obligations hereunder, which records shall include pre-employment background checks, verified qualifications, licenses,

certifications, past employment details and references that evidence that such personnel have received all necessary training, and understand all applicable policies, procedures, strategies, guidelines and implementation procedures (including, without limitation, those set forth in the Program Guidelines);

~~(g)~~ (g) not charge higher tax preparation fees to Clients that apply for a Financial Product or who claim the Earned Income Tax Credit than Franchisee charges for similar tax preparation services to Clients who do not apply for a Financial Product or who do not claim the Earned Income Tax Credit;

~~(h)~~ (h) provide, or cause to be provided, a statement of the inclusive price of the Refund Transfer (including all fees incurred to receive a Refund Transfer), and a separate statement of the fees related to tax preparation and other services;

~~(i)~~ (i) obtain signatures on all documents required by Applicable Law and the Program Guidelines before electronically transmitting an Application;

~~(j)~~ (j) solely for fraud detection purposes, provide EFS, on behalf of Bank, with the Applicant's tax return attributes as necessary for Bank to consider an Applicant's Application for a Financial Product, as permitted by Applicable Law or with the written consent of Applicant to disclose such tax return information to Bank; and

~~(k)~~ (k) understand that Bank does not and will not pay Franchisee a fee for any Financial Product referred to Bank by Franchisee.

Section 4.2 Restriction on Offering Other Financial Products. The Franchisee shall not offer any financial products to its Clients that are substantially similar to the Financial Products offered by Bank, directly or indirectly; provided, that the Franchisee may offer a financial product issued or originated by an entity other than Bank at any time if any Company Location offers such financial product issued or originated by an entity other than Bank.

Section 4.3 Emerald Card Care and Custody. Franchisee agrees to the following with respect to the care and custody of Emerald Cards:

~~(a)~~ (a) Franchisee will request and receive an allotment of plastic Emerald Cards that will include certain codes and other information. Franchisee will use Emerald Cards for all instances when clients apply for and are approved to receive them.

~~(b)~~ (b) Franchisee will undertake proper care and custody to prevent Emerald Cards from being lost, stolen, or used other than according to instructions. Franchisee will comply with all policies, procedures, and Financial Products training provided by Bank, EFS, HRB Tax Services, or any of their respective affiliates with respect to the Emerald Card product.

~~(c)~~ (c) Franchisee will deliver an Emerald Card and the appropriate Emerald Card Cardholder Agreement and related disclosures to clients only after Franchisee is authorized by Bank or EFS. Franchisee will adhere to the disbursement of funds requirements provided by Bank or EFS.

~~(d)~~-(d) Franchisee will indemnify and hold harmless Bank, EFS, HRB Tax Services, and their affiliates from all losses, costs, damages, or liability including, without limitation, attorneys' fees, judgments, penalties, payments of other direct expenses, and payments in settlement or other disposition of any claims, disputes, controversies, mediation, arbitration, or litigation arising from (i) any loss, alteration, or misuse of the Emerald Cards, whether by Franchisee, its employees, contractors, agents, representatives, or any third party, that arise after an Emerald Card is delivered to Franchisee and prior to Franchisee's delivery of the Emerald Card to a client or (ii) any negligent, willful or fraudulent act or omission of Franchisee, or its employees, agents or representatives, related to an Emerald Card. This Section 4.3(d) will survive the termination of this Agreement.

ARTICLE V COVENANTS OF BANK

Section 5.1 Financial Product Procedures. Bank covenants and agrees with the Franchisee and EFS to make the Financial Products available to Franchisee to offer and distribute in Franchisee Offices, which offering and distribution shall be substantially similar to that performed in each Company Location.

~~ARTICLE~~ARTICLE VI COVENANTS OF EFS

Section 6.1 EFS to Provide Assistance to Bank. EFS covenants and agrees to, as reasonably instructed by Bank, assist Bank in: (a) distribution of all software and other electronic tools necessary to provide the Financial Products; (b) distribution of Bank Training Materials to Franchisees; (c) communications with Franchisees with respect to the Program; and (d) performance of compliance audits of Franchisee with respect to Franchisee's participation in the Program. EFS shall notify Bank if the Franchisee's Franchise Agreement expires or terminates within five (5) Business Days of such expiration or termination.

ARTICLE VII RELATIONSHIP OF BANK AND FRANCHISEE

Section 7.1 Relationship of Bank and Franchisee.

~~(a)~~-(a) Bank shall make the Financial Products available for distribution through the Franchisee Offices.

~~(b)~~-(b) In performing its duties under Article IV of this Agreement, which duties are specified in the Franchisee Policies and Procedures, the Franchisee shall, on behalf of Bank: (i) provide Applications and related disclosures to Clients and assist Clients with completing Applications; (ii) provide Financial Products Clients with copies of the signed Applications and related disclosures, forms and documents, as reasonably required by Bank and in the form provided by Bank to the Franchisee; (iii) deliver Emerald Cards to Financial Products Clients; and (iv) provide EFS, as servicer for Bank, and/or Bank if requested by Bank or EFS, with (A) Applicant identification information from the Applicant's Application including the Applicant's name, address and telephone number, and identification authentication in compliance with any

customer identification program and policies requested by Bank; (B) the amount of the current fees payable by a Client to its ERO, if any; (C) with respect to Refund Transfers, the amount of the tax refund claimed by a Financial Products Client on his or her income tax return; and (D) certain other qualifying Application information, as required by Applicable Law or as reasonably requested by Bank. Further, the Franchisee shall maintain throughout the Term any and all compliance standards, risk management practices and internal controls currently in-place, which do not conflict with those prescribed by Bank. Franchisee shall not represent to Clients that the Bank will approve Applications at any time prior to the actual approval by Bank.

Section 7.2 Supervision and Regulation.

~~(a)~~ (a) The parties hereto acknowledge that Bank, directly or through a third-party service provider, has the right and the duty to supervise, monitor, audit and review the Program activities performed for Bank by the Franchisee or its Representatives. The parties acknowledge and agree that Bank, directly or through a third-party service provider, shall have, upon ten (10) days' prior notice to the Franchisee and EFS, the right to access the Franchisee Office(s) of the Franchisee in order to supervise, monitor, review and audit the Program activities of the Franchisee to ensure that such activities comply with the Program Guidelines, Bank's policies and procedures for the Program, and all Applicable Law as provided in Section 7.3. A Representative of EFS may be onsite during any such audit. Bank's access to Client or Applicant documents or information shall be limited to those documents or information that are directly pertinent to the Financial Products and shall not include any documents or information for which disclosure is prohibited by Applicable Law. The Franchisee agrees to take all actions reasonably necessary to remedy any non-compliance issues identified pursuant to the Bank's supervisory rights.

~~(b)~~ (b) The Franchisee acknowledges that the Applicable Federal Regulator has authority to regulate and examine, and to take enforcement action against, the Franchisee with respect to the Program activities that the Franchisee performs for Bank, to the fullest extent provided by Applicable Law. Each of Bank and the Franchisee acknowledges that it is subject to the control and supervision of the appropriate regional office and the Washington, D.C. headquarters of the Applicable Federal Regulator, with respect to the Program activities that the Franchisee performs for Bank. The Franchisee acknowledges that it would be an "institution-affiliated party" (as defined in 12 U.S.C. § 1818(b)) if, in connection with the Program, it knowingly or recklessly participated in a violation of Applicable Law, or an unsafe or unsound practice, that was reasonably expected to cause significant loss to, or have a materially adverse effect on, Bank, and, in such case, would be subject to administrative enforcement action by the Applicable Federal Regulator.

~~(c)~~ (c) Each party shall be responsible for ensuring that all third-party service providers adopt, implement, and maintain internal controls reasonably designed to ensure compliance at all times with Applicable Law and the Program Guidelines.

~~(d)~~ (d) If Bank reasonably determines that a Representative, contractor or an engaged third-party service provider of a Franchisee, as applicable, is not sufficiently qualified to perform the services related to this Program, Bank shall communicate such concerns to EFS. Promptly upon receipt of such communication from Bank, EFS shall cause Franchisee to

promptly address such concerns with the Representative, contractor, or engaged third-party service. If the Representative, contractor or engaged third-party service provider fails to timely cure all deficiencies to the reasonable satisfaction of Bank within ten (10) days, Bank may request that Franchisee either (i) remove or replace such Person as soon as reasonably practicable or (ii) if possible, take such steps to improve to the reasonable satisfaction of Bank the performance of such Person.

Section 7.3 Access to Franchisee Office(s) and Audit Rights.

~~(a)~~ (a) The Franchisee shall keep proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions and activities in relation to the Program, and shall permit Bank or its designated Representatives, in a manner designed to be least disruptive to Franchisee, upon Bank's own initiative and at its sole cost, to visit the Franchisee Office(s) of the Franchisee, to examine and make abstracts or copies from any of its books and records, to conduct an audit and analysis of its accounts and to discuss such records and accounts with its Representatives, all only with respect to the Program or the obligations and duties of the Franchisee pursuant to this Agreement, all at such reasonable times and as often as Bank may reasonably desire. During normal business hours Franchisee shall: (i) permit Bank, its officers, employees, accountants, lawyers and consultants in such a manner as to minimize unreasonable interference with Franchisee's normal business operations, to, in any means reasonably acceptable to Bank, examine and audit operations and audit, inspect, copy and make copies of all of the data, records, files and books of account (including non-financial information) under the control of Franchisee if such operations, data records, files and books of account relate to any obligation of Franchisee under this Agreement, under the Program, or as required by Applicable Law; and (ii) use commercially reasonable efforts to facilitate Bank's exercise of such right (including a good faith effort to obtain any consents that may be necessary or desirable to avoid a breach of any contractual obligations). The rights of inspection granted to Bank hereunder shall not pertain to any information which is not related to the Program. Each Franchisee shall cause all third-party service providers engaged by the Franchisee to permit Bank to examine and audit operations and audit, inspect, copy and make copies of all of the data, records, files and books of account (including non-financial information) that relate to services performed by such third-party relating to the Program.

~~(b)~~ (b) To the extent an audit conducted pursuant to this Agreement reveals any error, deficiency or other failure to perform on the part of Franchisee, Franchisee will as soon as reasonably possible following the date on which it becomes aware of such error, deficiency or other failure to perform and, in any event, no later than ten (10) Business Days following such date, deliver to Bank a corrective plan that, if followed, is designed to correct the error, deficiency or other failure to perform and execute the plan and shall permit Bank to conduct additional follow-up audits during the Term as reasonably necessary for Bank to audit Franchisee's compliance with this provision, including the correction of the error, deficiency or other failure to perform.

~~(c)~~ (c) The Franchisee shall permit Bank's Applicable Federal Regulator to visit the Franchisee Office(s), to examine and make abstracts or copies from any of its books and records, to conduct an audit and examination of its records and accounts, and to discuss such

records and accounts with its Representatives, all to the fullest extent permitted by Applicable Law.

Section 7.4 Franchisee Training Program.

~~(a)~~ (a) Bank, in consultation with EFS, and at no expense to Franchisee, shall design, establish and maintain an ongoing training program for the Franchisee and its employees who engage in Program activities. The training program shall be designed to provide the Franchisee and its employees with adequate in-depth education and training about the Financial Products, the distinction between insured and non-insured products, as well as Applicable Law. Bank shall also design the training program to ensure that the Franchisee and its employees are adequately educated about the Financial Products and Applicable Law (excluding Franchisee Applicable Law) that are applicable to the Franchisee's activities related to the Program.

~~(b)~~ (b) Bank shall develop and EFS shall distribute written Bank Training Materials, and Program policies and procedures, for use by the Franchisee. The training program may also include CD-ROM or internet-based interactive Program training materials prepared by Bank; provided, however, that such training materials are in a format compatible with the Franchisee's systems. Bank shall, in consultation with EFS, review and update the Bank Training Materials not less frequently than annually in order to ensure that the Franchisee and its employees receive adequate and updated training.

~~(c)~~ (c) Franchisee, and any tax professional employed by Franchisee shall complete Program training before engaging in Program activities, or offering Financial Products and services, on behalf of Bank. Franchisee, and any tax professional that has previously received Program training, shall complete continuing Program training focused upon changes to Financial Products or services and changes in Applicable Law. EFS and the Franchisee shall maintain records of the Program training materials and the training received by Franchisee and individual tax professionals employed by the Franchisee, and shall make such records available to Bank at all times and for review by examiners from the Applicable Federal Regulator.

Section 7.5 Compliance Program. Bank, at its expense, shall design, establish and maintain a detailed compliance program to ensure adequate monitoring, supervision and control over the Franchisee and the Program activities that the Franchisee performs for Bank and the Financial Products offered by Bank. EFS shall, at its expense, implement Bank's compliance program including the EFS Audit Program described in the PMA. EFS shall ensure that each Franchisee complies with the compliance program and the training obligations in all material respects.

ARTICLE VIII INTELLECTUAL PROPERTY LICENSING

Section 8.1 Licensing of Bank Licensed Marks.

~~(a)~~ (a) Bank hereby grants to the Franchisee, or any of its Affiliates, a non-assignable and nonexclusive license to use the Bank Licensed Marks ~~(listed on Schedule~~

8.1) as designated by Bank for use in connection with the Program. The Franchisee and its Affiliates shall not use the Bank Licensed Marks for any purpose except the purposes specifically set forth herein.

~~(b)~~ (b) All uses of the Bank Licensed Marks by the Franchisee shall be approved in advance by Bank in writing and shall be at all times in compliance with any standards which Bank may impose in writing from time to time regarding such use. The Franchisee shall provide samples of any proposed uses of the Bank Licensed Marks to Bank for written approval prior to any use of the same, and shall provide samples of any marketing materials related to the Program that are developed and used by the Franchisee upon the request of Bank. Notwithstanding the foregoing, the Franchisee shall have no obligation to seek prior approval for its use of the Bank Licensed Marks in marketing materials that have been pre-approved by Bank.

~~(c)~~ (c) All rights in and to the Bank Licensed Marks that are not specifically granted to the Franchisee shall remain with Bank. The Franchisee shall cooperate with Bank in the protection and defense of the Bank Licensed Marks and in the prosecution, at Bank's sole option, of infringers of the Bank Licensed Marks. The Franchisee shall not register or seek to register any trade name, trademark, service mark, trade dress, logotype, commercial symbol, or other identifier identical or confusingly similar to any of the Bank Licensed Marks.

~~(d)~~ (d) The license granted hereunder to use the Bank Licensed Marks shall terminate upon termination or expiration of this Agreement. Thereafter, the Franchisee shall cease any and all use of the Bank Licensed Marks and destroy or return any marketing materials containing the Bank Licensed Marks to Bank.

ARTICLE IX CONFIDENTIALITY, FINANCIAL PRIVACY

Section 9.1 Confidential Information.

(a) Each of the parties understands and acknowledges that implementation and operation of the Program will involve the use of Confidential Information that is proprietary to the respective parties. Each party will retain in confidence all Confidential Information received in connection with this Agreement, limit access to or disclosure of such Confidential Information received in connection with this Agreement solely for the purpose of operation of the Program and shall not reuse or re-disclose such Confidential Information, except as permitted by Applicable Law. To this end, the recipient will employ the same degree of care to avoid disclosure of such information that it employs with respect to its own information deemed confidential.

(b) Such obligation of confidentiality shall not extend to any information (i) that is shown to have been known by the receiving party prior to disclosure to it by the other party or parties hereto or generally known to others engaged in the same trade or business as the furnishing party; (ii) that is or shall become part of public knowledge through no act or omission by the receiving party or its Representatives; or (iii) that shall have been lawfully received by the receiving party from a third party which the receiving party has no reason to believe is under any obligation of confidentiality with respect to such information.

Section 9.2 Privacy. Each party shall comply with Applicable Law relating to the use and disclosure of Personally Identifiable Information of Applicants and Financial Products Clients, including the applicable terms and provisions of Title V of the Gramm-Leach-Bliley Act of 1999 and its implementing regulations and 26 U.S.C. § 7216 and its implementing regulations.

Section 9.3 Data Security.

(a) Each party hereby agrees to implement and maintain safeguards for the Personally Identifiable Information of Applicants and Financial Products Clients, which shall be consistent with the requirements of 26 U.S.C. § 7216 and 16 C.F.R. Part 314 and, with respect to Bank, 12 C.F.R. Part 1016, or other Applicable Law, but in no event less than the standard of care a party uses to protect its own information of similar sensitivity. Each of Franchisee and Bank shall permit access and usage of Personally Identifiable Information of Applicants and Financial Products Clients to its Representatives only to the extent necessary in order for it to perform its obligations under this Agreement.

(b) Each party will use reasonable measures designed to properly dispose of all records containing Personally Identifiable Information of Applicants or Financial Products Clients, whether in paper, electronic, or other form, including adhering to policies and procedures that require the destruction or erasure of electronic media containing such Personally Identifiable Information, so that the information cannot practicably be read or reconstructed.

(c) Franchisee will promptly, upon discovery, provide Bank notice of any breach resulting in unauthorized intrusion(s), loss or theft of any Confidential Information and shall specify the corrective action taken by Franchisee to regain possession or limit disclosure of the Confidential Information. Franchisee shall assess the nature and scope of any incident and specifically identify the Confidential Information that has or may have been lost or stolen and potentially improperly accessed or misused. Franchisee shall take appropriate steps to contain and control any incident of breach of security relating to the Confidential Information, assist Bank with all reasonably requested steps needed to make all notifications required by Bank of any such breach, prevent harm or inconvenience from such breach.

Section 9.4 Collection, Ownership and Use of Program Customer Data.

(a) Notwithstanding anything in this Agreement to the contrary and subject to Applicable Law, Franchisee agrees that it will not disclose Personally Identifiable Information of Applicants or Financial Products Clients to its Affiliates or non-affiliated third parties (other than to Bank, EFS and Affiliates of EFS) or use such Personally Identifiable Information for any purpose other than performing its duties and obligations under this Agreement and the Franchise License Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, EFS may access, use and disclose all Personally Identifiable Information of Applicants and Financial Products Clients to the extent permitted by Applicable Law.

(c) Notwithstanding anything in this Agreement to the contrary, Bank shall not use or disclose Personally Identifiable Information of Applicants or Financial Products

Clients for any purpose other than: (i) to perform its obligations or enforce its rights with respect to the Program; (ii) to a Regulatory Authority as required or requested by such Regulatory Authority; or (iii) as required by Applicable Law.

ARTICLE X TERM AND TERMINATION

Section 10.1 Term. This Agreement shall commence as of the date Franchisee electronically executes this Agreement and shall expire on November 30, ~~2018~~2019 (the “Term”). Notwithstanding the provisions of this Section 10.1, this Agreement may be terminated prior to the expiration of the Term in accordance with the provisions of Section 10.2.

Section 10.2 Termination.

(a) This Agreement shall terminate immediately, upon the expiration or termination of the PMA.

(b) EFS or the Franchisee may terminate this Agreement pursuant to Section 11.2(a).

(c) Bank may terminate this Agreement pursuant to Section 12.2(a).

(d) This Agreement shall automatically terminate in the event the Franchisee’s Franchise Agreement with HRB Tax Services is terminated or expires.

Section 10.3 Effect of Termination.

(a) Termination pursuant to Section 10.2 shall not affect the rights or obligations (including any payment obligations for which payment is due after the effective date of the termination of this Agreement) of the parties to this Agreement arising prior to the termination of this Agreement.

(b) After any termination, the Applications, Emerald Cards, agreements, disclosures, correspondence, billing statements, notices and other related information will be promptly destroyed or returned to Bank, at Bank’s direction, and continue to be the property and responsibility of Bank.

ARTICLE XI DEFAULT OF BANK AND REMEDIES OF EFS AND FRANCHISEE

Section 11.1 Bank Events of Default. The occurrence of any one or more of the following events for any reason whatsoever (whether voluntary or involuntary, by operation of law or otherwise) shall constitute an event of default with respect to Bank (each, a “Bank Event of Default”):

(a) Bank fails to, in all material respects, observe or perform any covenant or other agreement applicable to it contained in this Agreement, and the same shall remain

unremedied for ten (10) Business Days or more following receipt of written notice detailing any alleged failure.

(b) any representation, warranty, certification or statement made by Bank in or pursuant to this Agreement shall prove to have been incorrect in any material respect and that causes a Material Adverse Effect on Franchisee, which is not cured within ten (10) Business Days of providing written notice.

Section 11.2 Remedies. If any Bank Event of Default has occurred and is continuing, the following actions may be taken:

(a) Termination. EFS or the Franchisee may terminate this Agreement. The terminating party or parties shall promptly provide written notice to the other parties to this Agreement of any such termination. The effective date of any such termination shall be the earliest date the corresponding notice is received by Bank.

(b) Cessation of Financial Products. Franchisee may, or EFS may cause Franchisee to, cease offering or issuing one or more Financial Products in the Franchisee's Franchisee Office(s).

(c) Other Rights and Remedies. The Franchisee may exercise any rights and remedies provided to it under this Agreement or at law or equity.

ARTICLE XII DEFAULT OF FRANCHISEE AND REMEDIES OF EFS AND BANK

Section 12.1 Franchisee Events of Default. The occurrence of any one or more of the following events for any reason whatsoever (whether voluntary or involuntary, by operation of law or otherwise) shall constitute an event of default with respect to the Franchisee hereunder (each, a "Franchisee Event of Default"):

(a) the Franchisee fails to, in all material respects, observe or perform any covenant or other agreement applicable to it contained in this Agreement, following Franchisee's receipt of notice of such failure and the same shall remain unremedied for ten (10) Business Days or more following receipt of such notice.

(b) any representation, warranty, certification or statement made by such Franchisee in or pursuant to this Agreement shall prove to have been incorrect in any respect (or, in the event such representation, warranty, certificate or statement made under this Agreement does not contain a Material Adverse Effect qualification, so long as such incorrect representation, warranty, certification or statement could reasonably be expected to have a Material Adverse Effect).

Section 12.2 Remedies. If any Franchisee Event of Default has occurred and is continuing, the following actions may be taken:

(a) Termination. Bank may, after consultation with and notice to EFS, terminate this Agreement. Bank shall promptly provide written notice to the Franchisee and EFS

of such termination. The effective date of any termination shall be the earliest date such corresponding notice was received by the Franchisee.

(b) Cessation of Financial Products. Bank may, after consultation with and notice to EFS, cease offering or issuing one or more Financial Products in the Franchisee's Franchisee Office(s).

(c) Other Rights and Remedies. Bank may, after consultation with and notice to EFS, exercise any rights and remedies provided to it under this Agreement or at law or equity.

ARTICLE XIII LIMITATION OF LIABILITY

Section 13.1 Limitation of Damages. No party shall be liable to the other under this Agreement for any indirect, consequential, incidental, special, punitive or exemplary damages, whether in contract, tort (whether in negligence or strict liability) or other legal or equitable theory, regardless of whether such party knew or should have known of the possibility of such damages.

ARTICLE XIV MISCELLANEOUS

Section 14.1 Assignment. Franchisee may not assign any of Franchisee's rights or obligations under this Agreement without Bank's prior written consent, which consent shall not be unreasonably withheld.

Section 14.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and is signed by all of the parties hereto.

Section 14.3 No Third Party Beneficiaries. This Agreement is for the benefit of the parties hereto and their permitted successors and assigns and nothing in this Agreement, except for Section 4.3(d), express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy, of any nature whatsoever under or by reason of this Agreement.

Section 14.4 Non-Waiver of Default. The failure of any of the parties hereto to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of any non-performing party with respect thereto shall continue in full force and effect.

Section 14.5 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the parties shall work in good faith to reform such provision and all other provisions shall remain valid and be enforced and construed.

“Section 14.6 Notices. All notices, demands and other communications hereunder shall be in writing and shall be sent by electronic mail, certified mail return receipt requested, by hand, by facsimile with verbal confirmation of receipt, or by nationally recognized overnight courier service addressed to the party to whom such notice or other communication is to be given or made at such party’s address as set forth below, or to such other address as such party may designate in writing to the other party from time to time in accordance with the provisions hereof as follows or to such other Person or address as either party shall have previously designated to the other by written notice given in the manner set forth in this Section 14.6. Any notice provided pursuant to this Section 14.6 shall be effective on the day of delivery if (a) sent by certified mail; (b) sent by a nationally recognized overnight courier service; and (c) delivered by hand or via electronic mail:

If to Bank:

~~Bofi Federal~~Axos Bank
4350 La Jolla Village Drive, Suite 140
San Diego, CA 92122
Attn: Eshel Bar-Adon
Email: ebaradon@~~bofi~~axosbank.com
Telephone: (858) 764-2905

If to EFS:

Emerald Financial Services, LLC
One H&R Block Way
Kansas City, Missouri 64105
Attn: Greg Steinlicht
Email: gsteinlicht@hrblock.com
Telephone: 816-854-5758

With a copy to (which shall not constitute notice hereunder):

Emerald Financial Services, LLC
One H&R Block Way
Kansas City, Missouri 64105
Attn: Walter Pirnot
Email: wpirnot@hrblock.com
Telephone: 816-854-5757

If to the Franchisee:

The mailing address or e-mail address of notice for the Franchisee in the records of Bank or HRB Tax Services, as applicable, as updated by the Franchisee from time to time.

With a copy to (which shall not constitute notice hereunder):

H&R Block Tax Services LLC
One H&R Block Way
Kansas City, Missouri 64105
Attn: Charlene Wilson
Email: charlene.wilson@hrblock.com
Telephone: 816-854-4504

Section 14.7 Force Majeure. No party hereto shall be liable for failure to satisfy or delays in the satisfaction of its Obligations, except failure or delay with respect to its payment Obligations, as a result of a Force Majeure Event.

Section 14.8 Compliance with Applicable Law. A Franchisee shall be deemed to have complied with Applicable Law by following the Program Guidelines and the reasonable instructions of EFS and Bank. Franchisee will not make, nor is Franchisee expected to make, any determination or interpretation of Applicable Law as relating to the Program.

Section 14.9 No Implied Relationship. Notwithstanding any provision herein to the contrary:

(a) This Agreement shall not be construed to establish a partnership or joint venture between the parties hereto.

(b) All personnel employed or otherwise engaged by any party hereto to perform the obligations and duties of such party hereunder shall not be deemed to be employees of any other party hereto. In addition, the party employing or otherwise engaging such employees, shall at all times be responsible for the compensation of, and payment of applicable state and federal income taxes with respect to, any personnel employed by such party to perform any services hereunder.

Section 14.10 Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

Section 14.11 Consent To Jurisdiction. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be in the United States District Court for the Eastern District of Missouri, located in the City of St. Louis, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in the State of Missouri in the City of St. Louis, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. The parties acknowledge and agree that this Agreement was executed and delivered in the State of Missouri. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. For the purposes of such actions and proceedings, service of process on a party hereto shall be deemed effective if it is dispatched by United States first class mail to such party's address provided in Section 14.6.

Section 14.12 Waiver of Jury Trial. Each of the parties to this Agreement waives to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of

any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 14.13 Cumulative Remedies; Waivers. Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party, whether at law, in equity, or otherwise. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon any party unless in writing and executed by a duly authorized officer of each of the parties. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that any party may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

Section 14.14 Successors and Assigns. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns; provided, however, no such party may assign or otherwise transfer any of its rights under this Agreement without the prior written consent of all parties signatory hereto, except as otherwise provided herein. Notwithstanding the foregoing sentence, Bank may delegate and/or assign to EFS any of the activities of Bank contemplated by this Agreement.

Section 14.15 Survival. The rights and obligations of the parties hereto under Sections 4.3(d), 10.3, 11.2(c) and 12.2(c) and Articles IX, XIII and XIV of this Agreement shall survive the termination or expiration of this Agreement indefinitely.

Section 14.16 Multiple Counterparts and Facsimile Signatures. This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original. Facsimile signatures to this Agreement shall be effective. Receipt of an electronic signature to this Agreement from the Franchisee shall constitute effective delivery thereof by the Franchisee.

IN WITNESS WHEREOF, the parties hereto have caused this Franchisee Financial Products Distribution Agreement to be executed by their respective duly authorized officers as of the date set forth above.

~~Boji~~ **FEDERAL AXOS BANK,**
a federal savings bank

By: /s/ GREGORY GARRABRANTS
Name: Gregory Garrabrants
Title: President and CEO

EMERALD FINANCIAL SERVICES, LLC,
a Delaware limited liability company

By: /s/ GREG STEINLICHT
Name: Greg Steinlicht
Title: President

The above signatures by Bank and EFS are intended to be countersignatures on each and every Franchise Financial Products Distribution Agreement which is executed electronically by any Franchisee.

FRANCHISEE:

Name of Franchisee

By:
Signature of Franchisee and Principal

Printed Name and Title

OPERATIONS MANUAL
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RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If H&R Block Tax Services 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.

Iowa requires us to give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

New York requires us to give you this disclosure document at the earlier of the first personal meeting or 10-business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires us to give you this disclosure document at least 10-business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If H&R Block Tax Services 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 state agency listed on Exhibit A.

The franchisor is H&R Block Tax Services LLC, One H&R Block Way, Kansas City, MO 64105. Its telephone number is 816-854-3000.

Franchise sellers for this offering at the above address are: Shawn P. Moore 816-854-5818 and ~~James W. Jorns~~ Suzanne Lanaman 816-854-~~4763 or 866-356-0220~~ 5724. The name, phone number, and address of any additional franchise sellers involved in offering the franchise:

I received a disclosure document dated July ~~27th, 2018~~ 2019, that included the following Exhibits:

A State Administrators and Agents for Service of Process	F-6 Addendum to FLA Conversion Royalty Credit
B State Amendments to Franchise Disclosure Document and Franchise License Agreement	G-1 Franchise Conversion Agreement
C Guarantee of Performance	~~H-1 Annual Payments, Adjustable Rate, Term Loan~~ <u>G-2 Franchise Conversion Agreement with Option to Sell</u>
<u>D Financial Statements</u>	<u>H-2 Franchise Conversion Agreement with Option to Sell</u>
~~D Financial Statements~~	<u>H-1 Term Loan Credit and Security Agreement</u>
E List of Franchisees and Certain Former Franchisees	~~I-1 Franchise Electronic Filing and Software Systems Agreement~~
<u>E-1 Franchise License Agreement (FLA)</u>	~~I-2 Peace of Mind Franchisee Acknowledgement~~ <u>H-2 Short-Term Loan Credit and Security Agreement</u>
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F-4 Addendum to FLA H&R Block Small Business – Standard	~~K-1 Receipts~~
F-5 Addendum to FLA H&R Block Small Business – Existing Business Service Client Base	<u>J-1 Operations Manual Table of Contents</u>
	<u>K-1 Receipts</u>
Date: _____ (Date received-Do not leave blank)	Signature of Prospective Franchisee _____ Print Name

Franchisee Prospect Instructions: (1) Complete all blank lines as directed above, including inserting the names of franchise sellers assisting you on the blank lines at mid page if they are not already named, (2) return one completed Receipt via mail, fax, or as an email attachment as directed by H&R Block, and (3) keep a signed and dated copy for your records.

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Description	Franchise Disclosure Document 7-29-19 Final
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